

Refund Policy & Procedure

1. Policy

This Policy and Procedure supports Standards for Registered Training Organisation 2015 and the ESOS Act.

The following procedures ensure all students are treated fairly and with integrity when applying for refunds. All refunds applications are to be submitted to the Administration Department and the following procedures followed in assessing the application.

All refund applications are to be signed off by the Administration Manager or Domestic / VTG Manager and each application is to be processed within fourteen (14) days of the application being placed in the event of provider default and twenty eight (28) days in any other cases as described below.

Please note that the refund policy below is in relation to 'Tuition Fees' and should not be confused with 'Application Fees' which are non-refundable.

Application

This Policy and Procedure applies to the following:

- Current and Prospective students of TIV
- Administration Manager
- Account Manager/Officer
- Chief Executive Officer

2. Procedure

2.1 All refund information is made available to students through the enrolment process and is included in the 'Student Enrolment Agreement' which the student signs prior to acceptance into a course of study with Technical Institute of Victoria ("TIV") and money accepted from the student.

2.2 Any student wishing to apply for a refund must complete a Refund Application Form (Appendix A) and submit this form to the Administration Office. The application form can be accessed by:

- Contacting TIV's Administration Department Office
- Accessing TIV's website

2.3 All Refund Applications are to be signed off by the Administration Manager. Investigation will commence within ten(10) days from the lodgment of application.

2.4 Payment of refund will be processed within

- Fourteen (14) days on the completion of the investigation in the event of Provider Default
- Twenty Eight (28) days on the completion of investigation in the event of any other cases

3. ASSESSMENT OF REFUND

INTERNATIONAL STUDENTS

3.1 Please note that Application Fee is non-refundable unless specified otherwise.

3.2 The assessment of refund application shall be granted as below:

<p>Visa refused prior to course commencement</p>	<p>Refund Amount = Course Fee* minus the lesser of:</p> <ul style="list-style-type: none"> • 5% of the amount of course fees received by the provider before the default or • \$500 <p>(*Course Fee = tuition fees + resource fee received by the Provider from the Student)</p>
<p>Visa refused after course commencement</p>	<p>Refund Amount = Weekly Tuition Fee x number of weeks in default period</p>
<p>Provider Default</p> <ul style="list-style-type: none"> • no alternative course offered by the Provider and accepted by the Student • the course is not provided fully because the Provider has a sanction imposed by the Government Regulator 	<p>Refund Amount = Unspent Pre-paid Tuition Fee</p>
<p>Provider Default</p> <ul style="list-style-type: none"> • Provider fails to enter into a written agreement or the written agreement is not compliant with the requirements of ESOS Act and National Code 	<p>Refund Amount = Unspent Pre-paid Tuition Fee</p>
<p>Provider Default</p> <ul style="list-style-type: none"> • Course withdrawn by TIV (before the agreed start date) 	<p>Refund Amount = Application fee + all prepaid Course Fees*</p> <p>(*Course Fee = tuition fees + resource fee received by the Provider from the Student)</p>

<p>Provider Default</p> <ul style="list-style-type: none"> Provider fails to commence the course on the agreed commencement date 	<p>Refund Amount = Unspent Pre-paid Tuition Fee. Prepaid tuition fee may be transferred to an alternative enrolment where the student agrees</p>
<p>Student withdraws from a Course</p> <ul style="list-style-type: none"> prior to course commencement date 	<p>Withdrawal done at least 10 weeks prior to the agreed commencement date Refund Amount = 50% Tuition fee and 100% Resource Fee</p> <p>Withdrawal done less than 10 weeks prior to the agreed commencement date Refund Amount = 0% Tuition fee and 100% Resource Fee</p>
<p>Student withdraws from a Course</p> <ul style="list-style-type: none"> on or after the agreed course commencement date 	<p>No Refund for current study period</p> <p>Full refund of prepaid tuition fees for the next study period if more than 4-week notice prior to commencement of the next study period</p> <p>50% refund of prepaid tuition fees for the next study period if less than 4-week notice prior to commencement of the next study period</p> <p>Full refund of all pre-paid tuition fees for subsequent study period</p>
<p>Student withdraws from a Course</p> <ul style="list-style-type: none"> Due to confirmed extenuating circumstances** 	<p>Refund Amount = Unspent Tuition Fee of the following term (Application to defer, suspend or cancel duly approved must be received by the Administration Department 2 weeks prior to term commencement)</p>
<p>Student abandons the course without notice</p>	<p>No refund of any prepaid tuition fee and the balance of all outstanding fees for the course to be invoiced to the students</p>
<p>Others, please specify</p>	

**Students may have extenuating circumstances that prevent them from attending scheduled course dates that may include, but not limited to illness, family or personal matters or other reasons that are out of ordinary. Where evidence can be successfully provided to support the students' circumstances, course fees may either be transferred to the next available course where applicable or a refund of unspent tuition fee will be issued. The decision of assessing the extenuating circumstances rests with the CEO and shall be assessed case by case.

3.3 Calculation of refunds will be based on the ESOS (calculation of refund) Specification 2014. Refer to

<http://www.comlaw.gov.au/Details/F2014L00907/Explanatory%20Statement/Text>

DOMESTIC STUDENTS (FEE FOR SERVICE)

- 3.4. For fee for service Domestic Students, refund will follow the same process as the International students.

DOMESTIC STUDENTS (SKILLS VICTORIA)

- 3.5. If the student are withdrawing from the course at any time up until 4 weeks after the scheduled commencement date of classes, TIV will collect only the participated training hours and refund back whatever unused tuition fees.
- 3.6. If the student withdraws from only part of an enrolment then TIV will refund on the portion of the Tuition Fees and Resource fee applicable to that part of the training.
- 3.7. If the student notifies TIV, that they are withdrawing from the course at any time up until 4 weeks before the scheduled commencement date of classes for the purpose of taking up a place at another educational institution, TIV will refund the tuition contribution and any other fees and charges paid by or on behalf the student.
- 3.8 If a course is cancelled by TIV at any time during the period of a person's enrolment, then TIV must refund the full tuition fees, any incidental fees for goods and services that have not been used prior to the date of cancellation, and fees for materials that have not been used prior to the date of cancellation.
- 3.9 The withdrawal must be provided in writing and be signed by the participant.

4. APPEALING REFUND DECISIONS

- 4.1 Students should refer to the Student Complaints & Appeals Policy & Procedure available from the Administration Department if they wish to appeal a decision made about a refund.
- 4.2 This Policy and the availability of a complaints and appeals process does not remove a student's right to take action under Australia's consumer protection laws.
- 4.3 TIV's internal dispute resolution processes do not remove the student's right to pursue other legal remedies where they feel necessary.

5. COMPLAINTS AND APPEALS

Should an application for refund be refused by TIV or the student does not agree with the amount of refund calculated by TIV, the student has the right to access TIV's complaints and appeals processes. Students are able to

access the Complaints and Appeals Procedure within ten (10) working days of a decision if they feel that the decision is unfair or they have other grounds to appeal the decision, in accordance with TIV's Complaints and Appeals Policy. The timeframe for handling appeals is detailed in TIV's Complaints and Appeals Policy.

6. AUSTRALIAN CONSUMER PROTECTION LAW

This Policy and the availability of complaints and appeals process do not remove the right of a student to take further action under Australian Consumer Protection Law.

7. FURTHER INFORMATION

TIV reserves the right to withhold any certification of qualifications or units of competency achieved by the student, if unpaid tuition fees remain outstanding.