albright

INSTITUTE OF BUSINESS & LANGUAGE

Policy Title	International Student Refund Policy and Procedure				
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Owner	Accounts Department & Management		Approved By		CEO

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1. POLICY

ANIT Australia Pty Ltd T/A Albright Institute of Business and Language will ensure that this policy at all times is in accordance with the ESOS Act 2000 and the ESOS National Code 2018.

2. PURPOSE

The purpose of this policy is to ensure that Albright Institute of Business and Language (AIBL) adopts a refund policy that is fair to students who have valid reasons for requesting refunds and who give AIBL sufficient notice, while at the same time protecting AIBL from suffering economic loss that may be caused by refund requests that are not submitted within the required timeframe.

The policy sets out the circumstances under which students may claim a refund and the associated procedures for handling refunds.

3. SCOPE

This policy and procedure is applied to all the fees received from international students enrolled by Albright Institute as well as the fees received from all the prospective students who pay an advance fee when applying for a place in Albright Institute.

4. DEFINITIONS

Course: A program of study leading to a qualification or an award. A course may comprise of units or modules.

Fees: A total of tuition, materials, application and any other fees during the course of study.

Tuition Fee: Covers the cost of providing the course of study and use of resources at AIBL. Tuition Fee does not include Overseas Student Health Cover (OSHC), administration costs including application fee, home stay booking fee, airport pick-up fee and costs related to equipment or training material purchases.

Materials Fee: Covers the cost of learning materials and resources provided by AIBL.

Pre-paid Tuition Fees: Tuition fees paid in advance prior to commencement of the course or a study period.

International Students: All those students who are either on a student visa or a temporary visa that allows them to undertake formal studies in Australia.

Principal Course of Study: Means the main or the final course of study to be undertaken by an overseas student where a student visa has been issued for multiple courses of study.

Study Period: A discrete period of study up to a maximum of 10 weeks within a course, namely term, semester, trimester, short course of similar or lesser duration, excluding holidays and term/semester breaks
Term Start Date: Date on which an academic term commences as per Academic Institute's yearly academic program calendar. Academic Calendar is published on college's website.

Tuition Protection Scheme (TPS): Tuition Protection Scheme

Exceptional circumstances: Circumstances that involve something exceptional, compelling or compassionate that has affected a student and the cause of which was outside the student's control.

Unused tuition fees: Tuition fees paid by a student to the Institute and that are repayable to the student in any of the circumstances set out in this Agreement.

5. REQUIREMENTS AND PROCESS

5.1 The Application fee is Non- refundable.

5.2 In case of ELICOS courses, once the student commences the course, the material fee is Non- refundable.

5.3 The **ONLY** refundable fees are the Tuition Fees. Fee refunds will be based on unexpended (unused) tuition fees.

5.4 AUD$550.00 Refund Administration fee (with effect from 01/04/2022) is applicable to all refund applications unless waved by the CEO of Albright Institute or their delegate.

5.5 Albright Institute will have a written agreement in place with all students, in the form of the Letter of Offer and Student Agreement, which contains the course details, pre-requisites or conditions of enrolment, fees, and refund and cancellation policy.

5.6 This document is acknowledged and signed by the student prior to issuance of a Confirmation of Enrolment (COE) in order to comply with Standard 3 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018) and clause 5.3 of Standards for Registered Training Organisations (RTOs) 2015.

5.7 Where an enrolment change is necessitated by illness or other exceptional and compassionate circumstances beyond the student's control and which prevents the student from completing the studies in that study period, any refund of tuition fees is contingent upon the approval of the refund by the CEO of Albright Institute or their delegate.

5.8 Fees and charges may be consolidated under a "package" if the student is enrolled in more than one course at Albright Institute.

5.9 The terms and conditions set in this refund policy apply equally to commencing and continuing students, unless otherwise specified.

5.10 Albright Institute reserves the right to amend any of the terms and conditions stated in this policy at any point of time to ensure compliance with related regulations and legislations or under exceptional circumstances.

5.11 Refunds for any monies received by Albright Institute on behalf of a student for services not provided by Albright, for example home stay or health insurance, must be requested directly from the company providing the services. All such refunds will be subject to the respective company's refund policy.

5.12 If Albright Institute agrees to refund monies, the refund will be processed for a complete written application (Signed with all the details and documentary evidences provided as applicable) within **20** working days. The **20** workings days will be counted from the date this application request is received by the refund@albrightinstitute.edu.au

5.13 The refund application **cannot be submitted at the time of the enrolment** or commencement date of the course.

5.14 Albright Institute will provide a written statement detailing how the amount of the refund has been calculated. This amount will not exceed the **20** working days' time of processing the refund request.

5.15 The refund can be processed **ONLY** after the student's cancellation is processed on the PRISMS as well as on AIBL Student Management System.

5.16 The refund amount will be calculated by deducting the used tuition fee, two (2) weeks' worth of tuition fee (for processing time from the date of application submitted to admissions@albrightinstitute.edu.au) and AUD$550 Refund Administrative fees.

Example – calculating the refund of a student

Lee is undertaking a 48 week Advanced Diploma of Hospitality Management at Hospitality Training 4U. The total tuition fee for the course is $8200. Lee has prepaid $4100 in tuition fees towards his course. He commenced on 7 January 2019. Hospitality Training 4U has defaulted in respect of Lee and his course on 6 May 2019.

Weekly tuition fee calculation:
$8200 (total tuition fees) divided by 336 (total calendar days in course) = $171 (rounded up to nearest dollar amount).

Weeks in default period:
Lee has paid $4100 to date. This means he has paid in advance up until 24 June 2019. There are 49 calendar days between 6 May 2019 (the default day) and 24 June (the date student has prepaid until. 49 days divided by 7 = 7 weeks in default period

Refund amount:
$171 (weekly tuition fee) multiplied by 7 (weeks in default period) = $1197 refund
Example: reference from Provider default obligations under the ESOS Act | Guide Version 1.0 | April 2020
Deduction as per Albright Institute:
Two (2) weeks' worth of tuition fee (for processing time from the date of completed application* submitted to admissions@albrightinstitute.edu.au) and AUD$550 Refund Administrative fees.

Calculation:
$171 (weekly tuition fee) multiplied by 2 (weeks in processing time)= $342
Refund Administrative Fee charge = $550
Total Deduction amount = $892

Total refund amount for Lee is:
$1197minus (-) $892 = $305
{*completed application = all fields completed and signed by the student with documentary evidences as required}

5.17 All refunds will be paid to the student who holds a Student Agreement with Albright Institute unless the student provides written direction to pay the refund to another person or entity.

5.18 All refunds will be paid in the currency in which the fees were paid less bank/transactions fees applied by any local or international bank.

5.19 A refund application will be considered under the *two main categories of Student or Provider default.*

Student Default

As per the Education Services for Overseas Students Act 2000 (ESOS act), "student default" is defined as follows:

When a student defaults

(1) An overseas student or intending overseas student ***defaults***, in relation to a course at a location, if:

(a) the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or

(b) the student withdraws from the course at the location (either before or after the agreed starting day); or

(c) the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:

(i) the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;

(ii) the student breached a condition of his or her student visa;

(iii) Misbehaviour by the student.

Note 1: For an exception to paragraph (1) (a), see subsection (2).

Note 2: For an exception to subparagraph (1) (c) (iii), see subsection (3).

(2) An overseas student or intending overseas student does not default under paragraph (1)(a) in relation to a course at a location if the student does not start that course because the registered provider defaults in relation to the course at the location under subparagraph 46A(1)(a)(i).

(3) An overseas student or intending overseas student does not default under subparagraph (1) (c) (iii) unless the registered provider accords the student natural justice before refusing to provide, or continue providing, the course to the student at the location.

In cases of student default, a refund may or may not be paid, depending on the circumstances. For more details, see **the table of refunds payable** later in this document.

If there are "compassionate or compelling circumstances" which led to the default, and which are beyond the control of the student, the student may be entitled to a refund even if this policy does not specifically state that. These are extreme and unusual circumstances which are outside of the control of the student, such as serious medical conditions, natural disasters, death or other tragedy in the family, etc.

Compassionate or compelling circumstances require evidence. The list of circumstances which will be considered, along with the evidence required, is detailed in the following table:

Circumstance	Evidence
Serious medical conditions of the student which prevent travel or study	Official letter or certificate from a medical specialist, practitioner, or hospital which clearly states that the medical condition prevents travel or study
Serious medical condition in the immediate family which require the student to stay at home as a carer. Immediate family means parents, grandparents, siblings, a spouse, de-facto partner, or child	Official letter or certificate from a medical specialist, practitioner, or hospital which clearly states that the family member requires support or care
Natural disasters or major political events which prevent travel or study, or which require the student to remain at home and support a family	News source from a reputable publication in your home country or the international press which explains the nature of the disaster or political event
Death or other tragedy in the immediate family, which requires the student to remain at home for a ceremony or to support a family	Official certificate of death issued by the government of your home country

Circumstance	Evidence
Acts of God, or force majeure events, which prevent travel	News source from a reputable publication in your home country or the international press which explains the nature of the disaster or political event
Refusal of student visa for a reason which is outside the control of the student	Letter from the Australian government stating that the visa has been refused and the reason for the refusal
Other significant compassionate or compelling circumstance	The strongest evidence you can offer, which will be reviewed on a case-by-case basis, and which will vary depending on the significant event

Albright may, at its discretion, refund all or parts of the tuition fees paid where it determines there are compassionate or compelling circumstances. Each case will be considered on its own merits.

Provider Default

As per the ESOS act, "provider default" is defined as follows:

When a registered provider defaults
(1) A registered provider ***defaults***, in relation to an overseas student or intending overseas student and a course at a location, if:

(a) either of the following occurs:

(i) the provider fails to start to provide the course to the student at the location on the agreed starting day;

(ii) the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and

(b) the student has not withdrawn before the default day.

Note: For an exception to this rule, see subsection (3).
(2) To avoid doubt, a registered provider defaults if the provider is prevented from providing a course at a location because a sanction has been imposed on the provider…
(3) A registered provider does not default, in relation to an overseas student or intending overseas student and a course at a location, if the provider fails to start to provide the course, or the course ceases to be provided, to the student because the student defaults in relation to the course.

In the unlikely event, that Albright Institute is unable to deliver a course in full, that is where the course of study has been cancelled prior to commencement or ceased to be provided, the student will be offered a refund of all the unused fees paid to date. In such cases, a refund shall be made within 2 weeks (10 working days). Alternatively, Albright Institute may offer the student, an enrolment in an alternative course at no extra cost. The student has the right to choose whether he/she would prefer a refund of unused course fees, or to accept a place in another course. If the student chooses a placement in another course, Albright Institute will ask the student to sign a document to indicate the acceptance of the placement. Under such circumstances. Albright Institute is no longer liable for a refund. Albright Institute agrees to credit all the fees paid for the previous course towards the new enrolment. In the case of provider default, "unused fees" is taken to mean all fees paid, including enrolment fee and material fee, if the course has not commenced. If the course has commenced and provider default occurs during the delivery period, "unused fees" is taken to mean all tuition fees which have not been consumed by classes already delivered.

5.20 COVID-19 Pandemic

This applies **ONLY** to students who are making their refund application from offshore and who must travel across the Australian border to commence their course.

In a case where the student cannot commence the course because of the delay related to COVID-19 pandemic circumstances, the student will be required to apply for a deferral. The deferral will be assessed and granted considering the student's travel circumstances.
One month before the end of the deferral, if the student is unable to travel two weeks prior to the new start date, the student may apply for the cancellation of the CoE and the refund of the pre-paid course fees. The application will be assessed and approved, and the refund will be paid, minus any applicable administration fees. For further details, see the **Student Refund table** in this policy.

Deferral or cancellation and refund will only be approved for the closure of the Australian borders if it is reasonably likely that the borders will still be closed two weeks prior to the course start date. This means that either the government has announced that the borders will not be open on that date, or the government has made no announcement by a period two-weeks before that date.

5.21 Tuition Fees Paid in Advance

Albright **cannot and will not require the student to pay more than 50% of the tuition fees** before the start the course; however, the student or the person responsible for the student's financial arrangements could choose to pay more than 50% of fees prior to course start date.

Albright accepts tuition fees in advance, and these fees become "services rendered" and are considered consumed on the first day of the month, in advance of the month ahead. In the case of courses which are billed on a term-basis, the fees for the term become services rendered on the first day of the term.

For example, a student is undertaking a course with a monthly fee of $350. The student pays $1,050 in advance, for three months of their course. The course starts on the 1st of March. On the first of March, $350 of the pre-paid fees become services rendered and are consumed. This is the fee for March. The student has now "spent" $350 and has $700 remaining pre-paid. On the first of April, $350 of the pre-paid fees become services rendered and are consumed. This is the fee for April. The student has now spent $700 and has $350 remaining pre-paid. This is important to understand as there can be a difference between refunding fees paid in advance and fees which have become services rendered.

Should Albright Institute not be able to deliver a course in full and if Albright is unable to provide a refund or place the student in an alternative course, the Tuition Protection Services (TPS) will assist the student in enrolling into an alternative course or would refund if such a course proves to be not available. This is in accordance with the ESOS act and National Code 2018. This agreement, and the availability of complaints and appeals processes, does not remove the right to take action under Australia's consumer protection laws. Albright Institute's dispute resolution processes do not circumvent your right to pursue other legal remedies.

6. PROCEDURE AND REGULATIONS

If the student wishes to apply for a refund, all tuition fees and debts to Albright Institute must be cleared before the Refund application is processed.

Refund Processing Timeline
Refund applications are considered received when they are provided to Albright administration **WITH** all required attachments. A refund application which does not include the required attachments is **not considered received until the attachments are provided**.
Refund applications will be processed within **twenty (20) working days** of the date that they are received. The refund will be processed **ONLY** when the CoE cancellation is processed on PRISMS by Albright Institute.

Refund Calculation

Refunds are calculated based on the date of processing, not on the date of receipt. For example, a refund application which is received on the 30th of the month will not prevent fees from becoming due on the 1st of the following month, because the application has not yet been processed. The sole exception is when a refund application is made for compassionate and compelling circumstances. In the case of a refund application made for compassionate and compelling circumstances, if the refund is granted it will be applied from the date of receipt, not from the date of processing.

FEE REFUND CONDITIONS	PORTION OF TUITION FEE REFUNDABLE
The Albright Institute is unable to start delivery of the course. Student will be Paid within 14 business /working days of initial course commencement date;	**100%**
If the application for **student visa is unsuccessful**. Student will be Paid **within 28 business /working days** from the receipt of (completed, signed refund form with documentary evidence) of information by Institute;	Where a student has been refused a visa and is yet to commence the program the total program fees (both tuition and non-tuition fees) received in respect of the student for the program will be refunded minus the lesser of the following amounts: 5% of the total amount of fees received in respect of the student for the program; or $500.
If an extension to **student visa is not granted** and the course has commenced;	Refund calculation as per ESOS Act, under Section 10 of the refund specification.
If Albright Institute approves the student transfer to another provider prior to completion of six months or after the completion of study of the principal course;	**0%** The student shall not be eligible for a refund.
Albright Institute reserves the right to suspend or cancel the student's enrolment if: (a) the student fails to pay an amount that they were liable to pay to Albright Institute (directly or indirectly) in order to undertake a course; (b) the student has breached a condition of student visa; (c) behavior unacceptable to Albright Institute, including but not limited to the Student Code of Conduct in the Student Handbook.	**0%** The student shall not be eligible for a refund for that term.
Where a student formally withdraws from a course **more than four (4) weeks of the calendar days** before the CoE start date;	**80%** of the tuition fees paid for that term or study period and any other unexpended (unused) tuition fees will be refunded. Less application fee AUD $200 (onshore) and AUD$300 (offshore). The $550.00 Refund Administration Fee is applicable.
Where a student formally withdraws from a course **less than four (4) weeks of the calendar days** before the CoE start date;	**0%** The student shall not be eligible for a refund.
Leave of absence, deferral, and suspension of studies do not entitle a student for a refund of tuition fees for the duration for which such absence, deferment or suspension were affected;	**0%** The student shall not be eligible for a refund.

A Student whose visa is cancelled by DHA during an enrolment period while in Australia for any reason (other than issuance of a Protection Visa);	**0%** The student shall not be eligible for a refund.
A student, who supplies incorrect or fraudulent information or document to obtain a place at Albright Institute;	**0%** The student shall not be eligible for a refund.
When the student commences the course;	No Material Fee will be refunded.
Compulsory health insurance for student visa holders;	The student should contact the respective Overseas Student Health Cover provider.
RPL application, should it be deemed unsuccessful.	**0%** The student shall not be eligible for a refund.

7. COMPLAINTS AND APPEALS

If a refund is refused by Albright Institute, or if the student is not satisfied with the amount of refund calculated by Albright Institute, the student has the right to access the Albright Institute's Complaints and Appeals Policy. The student can appeal the decision made by submitting a copy of the STD-FORM10 Complaints and Appeals Form (available on the website) and along with the supporting documentary evidence it should be submitted to refund@albrightinstitute.edu.au within **30** working days of the decision. The review of the appeal will take place as detailed in the P&P-05 Complaints and Appeals Policy.

Albright Institute does not accept cancellation or withdrawal of course through phone call, SMS or by verbally advising a staff member or agent. Sufficient evidence must be provided to Albright Institute in support of the refund application.

Availability of Albright's complaints and appeals processes does not remove the right of a student or an intending student to act under Australia's consumer protection laws or to lodge an appeal with a relevant external body or to take other legal action.

8. RESPONSIBILITY

The accounts department has the responsibility to process the refund claims and provide the student details and fee status to the CEO for approval.

CEO has the responsibility to make a final decision about all the refund claims.

9. RELATED DOCUMENTS

Related Documents
STD-FORM01 Refund Request Form
STD-FORM04 International Student Application Form
STD-FORM10 Complaints and Appeals Form
P&P-05 Complaints and Appeals Policy

Fee Refund Procedure

