



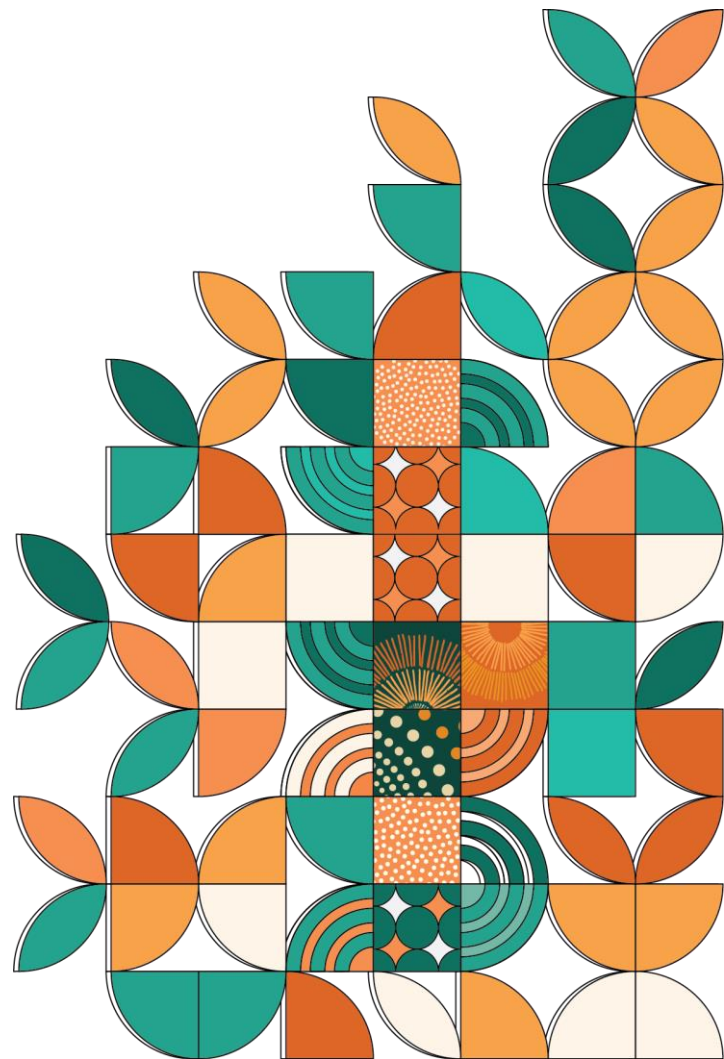
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Fee Refund Policy and Procedure

For International Students



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1. Description and scope

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

This policy and procedure applies to all the prospective and enrolled international students at IHNA who pay part or full advance fees when applying for a place at IHNA.

2. Responsibility

The Chief Financial Officer shares the overall responsibility of this policy document under the guidance of the CEO.

3. Definition

- a. **ASQA** means Australian Skills Quality Authority, the national VET regulator and the IHNA's registering body
- b. **ESOS Act** means Education Services for Overseas Students Act 2000
- c. **National Code 2007** means National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007
- d. **PRISMS** means Provider Registration and International Students Management System
- e. **Provider default** means where the provider fails to start providing the course to the student at the location on the agreed starting day or after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.
- f. **Standards** means the Standards for Registered Training Organisations (IHNAs) 2015 from the VET Quality Framework
- g. **Study period** is defined as one term of the course in which the student is enrolled. Where the course duration is of one year or more, i.e. Diploma of Nursing, the study period is defined as a semester, usually of 20 weeks duration. Where the course duration is less than one year i.e. Certificate Courses, the study period is defined as a "term", usually of 10 to 12 weeks duration.
- h. **CoE** means Confirmation of Enrolment
- i. **AH** means Academic Hub, Student Management System of IHNA
- j. **KH** means Knowledge Hub, Business Management System of IHNA
- k. **Tuition Fee** A fee charged to cover the cost of teaching and related services and capital facilities relating to courses, paid to the institution. These fees may be received by the institution directly or indirectly from the overseas student, an intending overseas student or another person who pays the fees on behalf of an overseas student or intending overseas student.
- l. **Administrative Fee** IHNA will charge a non-refundable enrolment fees for all the courses to covers the administrative cost of enrolment.
- m. **Course Fee** A Course fee is a total of enrolment and Tuition fees for each course offered. In addition to above fees student has to incur additional charges for books and study materials, lab equipment, uniform and shoe, Vaccination, Police check and Overseas Student health cover.

- n. **Agreed Start Date** for a course means the day on which the course was scheduled to start, or a later day agreed between the Institute for the course and the student.
- o. **Date for calculation** of refund will be the date formally Institute receives acknowledges receipt of refund request.

4. Guidelines

Nature of Guarantee

IHNA is committed to ensure that once students have started studying their chosen qualification or course, provided they continue to meet all of their responsibilities as students, they will be assured completion as per the training plan. IHNA will also guarantee training and assessment of the highest quality as outlined before enrolment.

International Students

In the event that IHNA is unable to honour this commitment, it will provide a release letter to the student so that they can complete their training with another Institute.

IHNA will also issue a Statement of Attainment for any units successfully completed by the student.

Fee Due Date

Course fees are payable in accordance with the provision of Section 27, Division 2 of the Education for Overseas Student (ESOS) Act 2000, as follow ;

- a. **Administrative Fees:** Payable at the time of application for enrolment in a course offer by IHNA.
- b. **Tuition Fees:** Tuition fees payment depend upon study period of each course and fees payment need to be done as indicated below ;
 - In case of course having only one study period
 - Entire tuition fees of a course need to be paid before the student has begun the course.
 - In case of course having more than one study period
 - 50% of tuition fees for a course need to be paid before the student has begun the course
 - and once the student begin a course remaining tuition fees of a course need to be paid not more than 2 week before the beginning of the student's second study period for the course.

Fees and Charges for additional services:

Fees and charges for additional services need to be paid in accordance with the payment term mentioned in tax invoice.

5. Procedures

Refund procedures

Actions required to meet this procedure are outlined in the following sections:

- Total Refunds.
- Partial Refunds.
- No Refunds.

- Process for Claiming Refunds.
- Payment of Refunds.

All refund payments are subject to a deduction towards banking and postal charges.

Total Refunds

- a. Tuition fees and any Administrative fees will be refunded in full where:
 - The Course does not start on the agreed starting date which is notified in the Offer Letter;
 - An offer of a place is withdrawn by IHNA and no incorrect or incomplete information has been provided by the Student.
- b. Alternatively, the Student may be offered enrolment in an alternative course by IHNA at no extra cost. The Student has the right to choose whether to seek a full refund of Course Money, or to accept a place in another course. If the Student chooses place in another course, IHNA will ask the Student to sign a document to indicate acceptance of the place.
- c. The total amount of Pre-paid fees, less any administrative fee will be provided to the Student where:
 - A Student is unable to obtain a student visa;
 - Illness or disability prevents a Student from taking up the course;
 - A Student fails to meet the English or other requirements for admission for the course;
 - Prior to the commencement of a term, the Student has been excluded from IHNA for failure to meet progression rules and where fees were paid in advance of notification of the exclusion;
 - There is death of a close family member of the Student (parent, sibling, spouse or child); or
 - Other special or extenuating circumstances, including political, civil or natural events, are accepted at the discretion of the CEO of the IHNA, or his or her nominee, as preventing a Student from taking up the course.
- d. Where an Application for Refund is made under Total Refunds Item 3, the Student must provide at the time of making the application documentary evidence to the satisfaction of the IHNA in support of one or more of the grounds listed in Total Refunds Items 3 (i-vi).

(Notification of Withdrawal from Studies must be received 2 weeks prior to term commencement by Student Administration*)

Partial Refunds

- a. Where the IHNA has no written agreement in place with the Student or the Student has been refused a visa, the total amount of Pre-Paid Fees received in respect of the Student for the Program will be refunded less the following amount toward administration charges:
The lesser of:
 - 5% of the total amount of Pre-Paid Fees received in respect of the Student for the Program; or
 - the sum of \$500
- b. Partial refunds of the amounts specified below will be provided in the following circumstances:
 - Withdrawals at least 4 weeks prior to agreed start date a 70 % of the tuition fees paid. Note: Enrolment fees are non- refundable.

- Withdrawals less than 4 weeks prior to agree start dates no refund of the tuition fees paid. Note: Enrolment fees are non-refundable.
- c. If the Student has not withdrawn from the Program and:
- the Program ceases being provided after it has started and before it is completed; or
 - the Program is not provided in full to the Student because the IHNA has a sanction imposed by a government regulator; the Student is entitled to a partial refund of the Tuition Fees that have been paid by the Student. The refund will be calculated using this formula:

$$\text{Refund} = (\text{pre-paid amount} / \text{number of weeks to which payment relates}) \times \text{number of weeks between the day on which the Program ceases and the end of the period to which the payment relates.}$$
- d. In the unlikely event that the IHNA is unable to deliver the Program in full, the Student will be offered a refund based on the formula above. The refund is payable within 2 weeks of the day on which the Program ceases. Alternatively, the Student may be offered enrolment in an alternative program by the IHNA at no extra cost. If the Student chooses to take up the offer of enrolment in another program, the IHNA will require the Student to sign a document to indicate acceptance of the alternative placement.
- e. Where IHNA withdraws an offer based on incorrect or incomplete information supplied by the Student all fees for the semester and any other Program Fees paid in advance are refundable less Administration Fee.

No Refunds

- a. A Student who withdraws or defers from a Course more than 20 working days after the commencement of a term shall not be eligible for a refund for that term except for the reasons outlined in Total Refunds Items 3 (i-vi).
- b. A Student whose enrolment is either suspended or cancelled by IHNA for whatsoever reason during a term, including but not limited to misbehavior or non-payment of fees to IHNA, shall not be eligible for a refund for that term.
- c. A Student whose visa is cancelled during a semester or term shall not be eligible for a refund.

Credit Balances

- a. Students can apply for a refund of a credit balance. Normally credit balances on the Student's account will automatically be transferred as payment or part payment of the Student's fees payable for the next semester or to other outstanding debts owing to the IHNA, if a refund request has not submitted by the student. It is the responsibility of the student to be aware of all credit amounts (excess payments) on their account and to maintain current address and contact details. Refunds of credit balance will normally be made in the currency of the student's country of permanent residence.
- b. Credit amounts on a student's account up to and including \$100AUD will be forfeited to the IHNA and processed as a forfeit of an insignificant credit balance. The IHNA deems that credit balances are insignificant balances if the credit balance is \$100 or less and the student's program status is inactive for more than one (1) semester.
- c. Students with unclaimed credit amounts greater than \$100AUD will be notified in writing of their credit amount if the student's program status is inactive for more than one (1) semester. If refund applications are not received within twelve (12) weeks of the date of this written communication, credit balances will be deemed as unclaimed and dealt with by the IHNA according to the Unclaimed Monies Act 2008.'

Process for Claiming Refunds

a. Refund applications for full or partial refunds must:

- be made in writing via the 'Fee Refund Form'; and
- be set out the reasons for the application; and
- be accompanied by supporting documents as may be appropriate; and
- be forwarded to Registrar

The information provided by the Student on the Fee Refund Form must include:

- the date of the claim;
 - the Student's full name;
 - the course in which the Student was enrolled;
 - the basis for making the claim;
 - the amount claimed;
 - the address to which the refund is to be forwarded;
 - the Student's payment details;
 - the Student's signature, and
 - all documents relevant to the consideration of the claim.
- b. Refund applications will not be processed where the signature on the Fee Refund Form does not match the Student's signature as shown on other documents provided by the Student for admission to IHNA.
- c. A Refund Calculation Statement will be prepared and forwarded to the Student and any refund will normally be made in the currency of the student's country of permanent residence and payable in that country. Exceptions include non-tradable currencies (where the refund would normally then be paid in AUD) or payment to another Australian educational institution. IHNA accepts no responsibility in respect of any foreign exchange rate fluctuations.
- d. The funds covering the tuition fees must be cleared (i.e. cheques cleared, telegraphic transfers received etc.).
- e. All debts owing to IHNA are to be deducted from any refund.
- f. Where a Student is dissatisfied with a decision to provide or not to provide a refund he or she may appeal that decision in accordance with the IHNA Complaints and Appeals Policy and Procedure.
- g. This procedure, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

Payment of Refunds for provider's default

- a. Applications for refunds for Students must be authorised by the CFO/Accounts Manager.
- b. Where:
- the Course does not start on the agreed starting date; or
 - the IHNA stops the Course after it starts and before it is completed; or

- the Course is not provided fully to the Student because IHNA has a sanction imposed by a government regulator, and the Student has requested a full refund of fees rather than placement in an alternate course, the refund of fees will be paid in full to the Student within 2 weeks.
- c. In any other circumstance, IHNA will refund the amount within 4 weeks after receipt of the completed and signed Fee Refund Form together with appropriate supporting documents. The date of the notification for application for refund is the date the completed and signed Application for Refund is received by IHNA.

The Following payments are not subject to refund**Administrative fee**

Students who believe they have been charged an incorrect fee or given an incorrect refund are entitled to dispute the decision by accessing IHNA complaints and appeals process, and IHNA complaints and appeals process also does not circumscribe a student's right to pursue other legal remedies.

6. Appeals

Once a decision is made on a student's application for fee refund, the student will be notified in writing of the outcome, including reasons for the decision. Student should also refer to Institute's "Student Complaints and Appeal Policy", available from the institute website or campus for information on lodging an appeal against a decision.