

# Refund Policy and Procedure

## Domestic Students

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### 1 Purpose and scope

This policy outlines the circumstances where a refund of tuition fees or charges related to study at AIE Institute may apply for commencing and continuing students.

This policy applies to AIE Institute's higher education courses for:

- a. Domestic students enrolled in a fee-paying course that is not FEE-HELP enabled or who are not claiming FEE-HELP assistance
- b. The unused portion of tuition fees that have been paid in advance
- c. Domestic students enrolled in a fee-paying course who are claiming FEE-HELP assistance that have paid tuition fees in advance.

Administrative fees, incidental fees and fines are non-refundable. All dollar amounts referred to in this policy are in Australian Dollars, unless otherwise specified.

This policy does not apply to international students.

### 2 Objectives

The objectives of this policy are to:

- a. Provide transparent processes for refunds of tuition fees, where applicable
- b. Set out the circumstances where a full refund or a partial refund may apply
- c. Comply with relevant legislation.

### 3 Implementation

The CEO or delegates are responsible for implementing this policy.

Students should ensure they are familiar with AIE Institute's fees, charges and circumstances for refunds before accepting an offer for admission to AIE Institute's higher education courses. A student who has requested loan scheme assistance incurs a debt for each unit immediately after the census date for that unit.

Staff of AIE Institute who have access to information relating to fees applications must maintain the confidentiality of students' information in accordance with AIE Institute's *Privacy Policy and Procedure*. The disposal of records relating to fees applications should be in accordance with *Records Management Policy and Procedure*.

#### 3.1 Non-refundable fees and charges

Table 1 lists those administrative and incidental fees and charges that are non-refundable. These are charged in addition to tuition fees. The current list is in Table 1 below but may vary from time to time. Please check the website for an up-to-date Fee Schedule.

**Table 1: Fees and Charges for Domestic Students**

| <b>Fees and Charges</b>                                | <b>Amount</b>  |
|--|--|
| <b>Credit transfer per unit</b>                        | \$50   |
| <b>RPL assessment per unit</b>                         | \$350.00   |
| <b>Late Payment Fee</b>                                | \$10.00  |
| <b>Student ID Card or Replacement</b>                  | \$20.00  |
| <b>Library Late Fee (hard copy books and journals)</b> | \$1/day (capped at the library book replacement fee)               |
| <b>Library Book Replacement</b>                        | Current retail price + postage + currency exchange rate if applies |
| <b>Printing charges</b>                                | \$0.50/ one-side A4 page   |
| <b>Interim Unofficial Transcript</b>                   | \$20.00 + postage  |
| <b>Official Transcript Replacement</b>                 | \$20.00 + postage  |
| <b>Testamur Replacement</b>                            | \$20.00 + postage  |
| <b>Graduation Gown Hire</b>                            | Charged according to current hire costs                            |

## 4 Procedure

All refund requests, notifications of withdrawal, deferment or leaves of absence must be made in writing addressed to Student Administration by following the procedures outlined below and in the relevant related policies. Withdrawal Forms (and relevant supporting documents) can be submitted to Reception or emailed to <[administration@aieinstitute.com.au](mailto:administration@aieinstitute.com.au)>.

Students who withdraw on or before the census date for a unit of study will receive a refund of their paid tuition fees for that unit of study.

Students may apply for a remission or re-credit if they believe that special circumstances apply. Applications submitted due to 'special circumstances' must be received by AIE Institute within 12 months of the student's withdrawal date for a unit or, if the student has not withdrawn, within 12 months of the end of the period in which the unit was to be undertaken. If it is deemed not possible to apply for a refund due to 'special circumstances' within the 12-month period, this 12-month period may be extended. The Head of School assesses the circumstances as per section 4.3.

### 4.1 Refunds

#### 4.1.1 Domestic FEE-HELP students

When a student who is eligible for a HELP loan and has requested FEE-HELP assistance withdraws from a unit on or before the census date, they will not incur a FEE-HELP debt for the tuition fees for that unit. If a student withdraws from a unit after the census date or does not successfully complete the unit due to special circumstances, he or she may apply for a re-credit of their FEE-HELP balance and remission of their FEE-HELP in relation to the unit. If AIE Institute is satisfied that special circumstances do apply, the student's FEE-HELP balance is re-credited. Where a student's FEE-HELP balance is re-credited for a unit, the debt the student incurred for that unit is remitted.

Domestic FEE-HELP students may be eligible to have their HELP debt remitted (and FEE-HELP balance re-credited, if applicable) under 'special circumstances' as noted in 4.3. There are no provisions for students in the HESA Act for a HELP debt to be remitted if a student has already completed a unit or course of study. If students withdraw from a unit after the census date because they changed their mind, students are legally obliged to repay the HELP debt and are not able to apply to have their HELP debt remitted.

#### 4.1.2 Deferment and leave of absence

New students may defer their studies for up to 12 months after receiving a letter of offer. Refer to *Admissions Policy and Procedure* for details.

If after approval of deferment of a course a student notifies AIE Institute in writing that they do not intend to take up the place, any tuition fees held in credit are refunded.

Continuing students who wish to interrupt their studies and seek a refund should refer to the Withdrawal section.

#### 4.2 Refund eligibility

Domestic students enrolled in a course receive a refund of their tuition fees under certain circumstances, which are outlined in *Table 2: Circumstances under which refunds will be granted*. Table 3 outlines circumstances where refunds do not apply or may apply only under special circumstances.

**Table 2: Circumstances under which refunds will be granted**

| Circumstances  | Refund  | Process  |
|--|---|--|
| Withdrawal for any reason from a unit of study or course on or before the Census Date for that unit of study or course.  | Full refund of any tuition fees paid.<br><br>FEE-HELP students will not incur a FEE-HELP debt.  | Complete a <i>Withdrawal Form</i> . Withdrawals received before the Census date will receive a refund of their paid tuition fees.  |
| Deferment of enrolment which has been approved before or on the Census date.   | A refund applies.<br>Tuition fees may be held until the new commencement date.  | Complete an <i>Application for Deferment Form</i> before commencing the course.<br><br>No fee applies.   |
| Student default: AIE Institute withdraws the offer of enrolment. E.g., if the student fails to meet the entry requirements, or provides incorrect or incomplete information.   | Full refund of any tuition fees paid.   | The Head of School communicates withdrawal of offer to the student.  |
| AIE Institute default (unable to deliver the unit or course): AIE Institute may offer students a place in an alternative course at AIE Institute or another registered provider. In such circumstances there is no additional cost to the student, and a refund is not paid. | Full refund of any tuition fees paid.   | AIE Institute refunds the tuition fees in full to the student within 28 days.<br><br>OR<br><br>AIE Institute will provide an alternative course for the student at the provider's expense, in which case no refund is given to the student. OR a tuition assurance scheme is activated.  |
| Student withdraws where special circumstances are granted (see Section 4.3).   | Full refund of any tuition fees paid for units of study where special circumstances apply, including the remission of any FEE-HELP debt where relevant. | Students may apply for a remission or re-credit if they believe that special circumstances apply. Applications submitted due to 'special circumstances' must be received by AIE Institute within 12 months of the student's withdrawal date for a unit or, if the student has not withdrawn, within the 12 months of the end of the period in which the unit was to be undertaken. If it is deemed not possible to apply for a refund due to 'special circumstances' within the 12-month period, this 12-month period may be extended. |

**Table 3: Circumstances under which refunds will not be granted**

| Circumstances  | Refund   | Process   |
|--|--|---|
| Withdrawal from a unit or course after the Census Date   | No refund unless it is deemed that special circumstances apply (see Section 4.3) | A student may submit a <i>Withdrawal Form</i> , including request for special circumstances to apply. |
| Student default: AIE Institute cancels a student's enrolment due to reasons of: misbehaviour by the student; failure to pay amounts required in the student agreement; breach of course progress or attendance requirements after the census date. | No refund if cancellation occurs after the unit of study census date.            |   |
| Student default: AIE Institute cancels a student's enrolment due to non-payment of tuition fees or other fees and charges after the census date.   | No refund if cancellation occurs after the unit of study census date.            |   |

### 4.3 Special circumstances

Special circumstances may apply to the student if AIE Institute is satisfied that the circumstances comply with 4.3.1 Guidelines. The student must have been enrolled in the unit or course and submitted a written application after the Census Date for special circumstances together with a *Withdrawal Form* and provide supporting evidence.

#### 4.3.1 Guidelines

The special circumstances:

- a. Were beyond the student's control, which is reasonably considered as not due to the student's action or inaction, either direct or indirect, and for which the student is not responsible and:
  - I. Were unusual for the student
  - II. Made it impractical for the student to complete the requirements of the unit in the period during which the person undertook, or was to undertake, the unit
  - III. Did not occur until on or after the Census Date for the unit/s
  - IV. Where the circumstances occurred or existed before the Census Date, worsened or changed, such that their full effect was not apparent to the student until after that date.
- b. Did not make their full impact on the person until on or after the census date for the unit of study in question
- c. Would make it impractical for a student to complete the requirements of the course/s and may include (but are not limited to):
  - I. Medical circumstances that have changed to such an extent that the student is unable to continue studying, or new medical circumstances arose
  - II. Family/personal circumstances such as death, significant medical issues, unforeseen financial difficulties, or other circumstances that are unreasonable to expect a person to continue their studies

- III. Employment related circumstances in which the employment status or arrangements have changed so that the student is unable to continue their studies and this change is beyond their control
- IV. Course related circumstances where AIE Institute has changed the unit offered, and the student is disadvantaged by either not being able to complete the unit, or not being given credit towards other units or courses
- V. Extenuating circumstances of reasonable significance that interfere with the student's ability to meet a course's requirements. For example, carers' responsibilities, legal commitments, military service, accidents, or natural disasters.

Special circumstances do not include:

- d. Lack of knowledge or understanding of this policy or government legislation
- e. Failure to follow correct procedures
- f. Academic ability that was less than expected.

Refunds under special circumstances are discretionary and will be decided by AIE Institute.

Each application for re-credit of a student's tuition fee or FEE-HELP balance past the unit census date for the unit of study is considered on its merits together with all supporting documentation substantiating the special circumstances claim. The Head of School makes an initial decision within 28 days of receipt of all required documentation.

If AIE Institute is satisfied that special circumstances do apply to the student's case, the student's fees are remitted or re-credited.

Where the Head of School determines that special circumstances do not apply in a student's case, the student has the right to apply for an appeal of the original decision within a 28-day time limit – see *Higher Education Support Act (HESA) 2003* (Cth), div. 209-10(2). This request must include: the date of the original decision, fully state the reasons for applying for the review, and any additional evidence. This review of the original decision is conducted by the CEO or delegate (refer to section 4.5).

#### **4.3.2 Supporting documentation**

Students should ensure that their supporting documentation complies with AIE Institute's requirements and is:

- a. In English, or has been translated and certified as an official translation from an official authority
- b. An original document or certified by a Justice of the Peace or equivalent
- c. An original medical certificate that details the condition where medical circumstances apply
- d. A statutory declaration, where relevant
- e. A detailed account of the circumstances or events that are relevant to the application, including specific dates, and demonstrates how it meets the Special Circumstances section of this policy
- f. A true and honest representation of the circumstances
- g. Other documentation requested by AIE Institute.

#### **4.3.3 Special Circumstances Appeals**

Students may seek a review of any decision related to special circumstances refunds and re-credits, by submitting an appeal to Student Administration within 28 days of receiving the original decision not to refund or re-credit fees. It must be accompanied by supporting documentation defined in 4.3.2.

##### **4.3.3.1 Student review request**

AIE Institute provides students with the refund appeal process so that students know how to submit a valid request for the review of an adverse decision not to refund fees specifying the grounds for seeking the review which includes:

- a. The date of the original decision
- b. Fully state the reasons for applying for the review
- c. Any additional relevant evidence.

#### 4.3.3.2 Review process

When a student requests a review of the original decision, the review will be undertaken by the Review Officer, the CEO or delegate, who has not been involved in making the original decision and a decision will be made within 28 days.

If the Review Officer is satisfied that special circumstances do apply to the student's case, the student's fees will be remitted or re-credited. Students are notified of the decision within 28 days of the receipt of their review request. The Review Officer will provide a written decision to the student, including reasons for the decision and advice that a student has the right to apply to the Administrative Appeals Tribunal (AAT) for a review of the original decision or a decision that has been reviewed.

Should the student not hear from the review officer within 45 days of receiving the request for the review, the original decision can be taken as being confirmed. If students are not satisfied with the reviewed decision, then they can make an appeal to the Board of Directors as set out in *Student Grievance Policy and Procedure* or seek an external review.

The right to make complaints and seek appeals of decisions and action under various processes does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies. Student have access to the Administrative Appeals Tribunal. Details of process, fees and locations of the nearest offices are available at <https://www.aat.gov.au/contact-us>.

#### 4.4 Payment of refunds

Refunds are made within 28 days of the processing of a completed *Withdrawal Form*. Incomplete forms may cause delays in processing refunds. Refunds are paid:

- a. In Australian dollars
- b. If the tuition fee was paid by credit card within the last 12 months, then under Australian banking regulations the refund must be credited to the credit card from which the fee was initially paid if possible
- c. Directly to the person who entered into the contract with the registered provider, AIE Institute, unless that person gives written direction to pay someone else
- d. Within 4 weeks after receipt of a written application.

Student Administration records the transaction in the Student Records Management System.

## 5 Definitions

**Admission** is the process for admitting an applicant into a course at AIE Institute, following a successful application and acceptance of the offer of a place in the course.

**Applicant** is a person who has already lodged an application to study a specific course. A prospective student is generally a person who is thinking about lodging and application to study a particular course.

**Census Date** is the date when a student's enrolment is finalised. If a student withdraws after the census date, they will have to pay fees or will incur a debt if they have a FEE-HELP loan.

**Commencement Date** is the official date on which the financial liability for courses is set and the tuition fee is due for domestic students. Commencement dates are determined for each semester and are published on AIE Institute's website.

**Course** is a single course leading to an Australian higher education award.

**Credit transfer** is a process that provides students with agreed and consistent credit outcomes for components of a qualification based on identified equivalence in content and learning outcomes between matched qualifications (Australian Qualifications Framework definition).

**Deferment** is an agreement to allow an applicant to defer taking up the place he/she has been offered until a later time.

**Domestic Student** is an Australian Citizen, Australian permanent resident or a New Zealand citizen.

**Entry Requirements** are the entry requirements that an applicant must satisfy to be admitted.

**FEE-HELP** is a loan scheme offered by the Australian Government only to domestic students to help eligible fee-paying students to pay all or part of their tuition fees.

**Full-time Study Load** is the standard full-time study load for a particular course.

**International student** means a person (whether within or outside Australia) who holds a student visa as defined by the ESOS Act, but does not include students of a kind prescribed in the ESOS Regulations.

**Letter of Offer** is the offer of a place in a course to a successful applicant.

**Letter of Release** is a letter that formally advises a student that they have been granted a release from AIE Institute and may enrol at their intended education provider.

**Offer round/s** refer to the series of dates on which offers of higher education places are issued to applicants throughout the year, whether through a tertiary admission centre or directly by a higher education provider.

**Overseas student** see International student.

**Prospective Student** is generally a person who is thinking about lodging an application to study a course.

**Recognition of prior learning (RPL)** is a process used to assess an individual's relevant prior learning (including formal, informal and non-formal learning) to determine the credit that may be granted towards completion of a qualification (adapted from Australian Qualifications Framework definition).

**Special Circumstances** are circumstances that:

- a. Are beyond the person's control
- b. Do not make their full impact on the person until on or after the census date for the unit of study in question
- c. Make it impracticable for the person to complete the requirements for the unit in the period during which the person undertook, or was to undertake, the unit.

**TAC application** is an application made through a tertiary admission centre, namely QTAC, UAC, VTAC, SATAC, TISC and University of Tasmania, in relation to applications to study in that state.

**Tuition Fee** is the fee for enrolment in a course determined by AIE Institute, and advised in both the Student Agreement, and the Letter of Offer attached to the Student Agreement, as being the tuition fees for the course (per semester).

**Unit** is a discrete unit of study, where a combination of units makes up a course of study.

**Withdrawal** is a formal procedure where a student decides to discontinue a course without the intention of returning or discontinues a unit with the intention of enrolling in it at a later date.

**Withdrawal date** is the day AIE Institute specifies in its notice as the day the withdrawal took effect.

## 6 Related documents

The following policies and procedures are related to this policy:

- a. Admissions Policy and Procedure
- b. Fees Policy and Procedure
- c. Fee Schedule
- d. Letter of Offer
- e. Letter of Release
- f. Privacy Policy and Procedure
- g. Records Management Policy and Procedure
- h. Student Code of Conduct
- i. Student Enrolment Form
- j. Student Grievance Policy and Procedure.

The following forms are related to this policy:

- k. Domestic Application of Deferment Form
- l. Withdrawal Form

## **7 Review**

Every three years.

## **8 Accountabilities**

The Board of Directors is responsible for review and approval of this policy.

The policy is to be implemented via induction and training of staff and distribution to students and AIE Institute's higher education community via the website and other publications.