



# Refund Policy

## Overview: Domestic Students (Government Subsidised and Fee for Service Courses)

### 1. Full refund

- 1.1 iTFE will refund all course money if a student withdraws from the course 7 days before a course commences.
- 1.2 In the event of iTFE default iTFE will refund all the course money for that part of the course that has not yet been delivered within a period of fourteen (14) days after the default day if;
  - 1.2.1 the course does not start on the agreed day on the confirmation of enrolment; or
  - 1.2.2 the course ceases to be provided to the student at the location at any time after it starts and before its completion; or
  - 1.2.3 the course is not provided in full because a condition has been imposed on the registration of iTFE and the student has not withdrawn before the occurrence of any one of the events stated above; or
  - 1.2.4 the student may be offered an alternative course at iTFE at no extra cost. We will ask the student to sign a document to confirm his/her acceptance of the placement in another course.

### 2. Partial Refund (Fee for Service courses only)

Note: Partial refund is not paid for Government subsidised courses.

- 2.1. iTFE will refund the balance of paid tuition fees for training not yet delivered to a student or intending student within four (4) weeks of receipt of a written claim in relation to a course if;
  - 2.1.1 a student withdraws from a course after a course commences because of exceptional and extenuating circumstances of a compassionate nature such as death or severe illness in the immediate family. A completed and approved iTFE withdrawal form, is available at iTFE Reception.

### 3. No Refund

- 3.1 iTFE will not refund course money if;
  - 3.1.1 a student withdraws from the course after the commencement of course, or
  - 3.1.2. a student obtained an offer to a course at iTFE on the basis of fraudulent documents. iTFE reserves the right to retain the Tuition Fee paid on the commencement.

### 4. Claiming a Refund

- 4.1 All requests for refunds must be made in writing and emailed to [careers.advisors@itfe.edu.au](mailto:careers.advisors@itfe.edu.au)
- 4.2 The request must identify the reason for the refund and must include supporting documentation according to the circumstances such as; proof of exceptional and extenuating circumstances affecting a close family member.
- 4.3 iTFE will process refunds within four (4) weeks of receiving a written request from a student. The date of notification of the request for a refund is from the date the request for a refund is received at iTFE.
- 4.4 iTFE pay all refunds by either bank draft or electronic funds transfer in Australian dollars to the student's bank account within Australia.
- 4.5 iTFE will not make any split payments to two or more parties.

### 5. Appeals Process

- 5.1 A student who is refused a refund under iTFE Refund Policy may appeal within seven (7) days in writing to the General Manager whose decision will be final.
- 5.2 iTFE's dispute resolution processes do not circumscribe the student's right to pursue other legal remedies.

### 6. Student Rights

- 6.1 This policy and the availability of complaints and appeals process does not remove the right of the student to take action under Australia's consumer protection laws [www.consumerlaw.gov.au](http://www.consumerlaw.gov.au)

## Overview: International students

### 1. Full Refund

1.1 Institute of Training and Further Education will refund all course money, other than the AU\$350 Enrolment Fee, paid by an international student or intending international student within four (4) weeks of receipt of a written claim in relation to a course if:

1.1.1. a student visa application is rejected; or

1.1.2. a student withdraws from the course and returns home before a course commences because of exceptional and extenuating circumstances of a compassionate nature such as a death or severe illness in the immediate family.

1.1.3. a student holds a DIBP approved transfer and unconditional letter of offer to another institution in writing if no less than 28 days before the starting day of the course.

1.2. *In the event of iTAFE default* iTAFE will refund all of your course money for that part of a course that has not yet been delivered within the period of fourteen (14) days after the default day if:

1.2.1. The course does not start on the agreed starting day on the electronic Confirmation of Enrolment Certificate; or

1.2.2. The course ceases to be provided to the student at the location at any time after it starts and before its completion; or

1.2.3. The course is not provided in full because a condition has been imposed on the registration of iTAFE on CRICOS, or the registration has been suspended or cancelled, and student has not withdrawn before the occurrence of any one of the events stated above. or

1.2.4. You may be offered an alternative course at the iTAFE at no extra cost to you. We will ask student to sign a document to confirm his/her acceptance of the placement in another course.

1.3. Continuing students

If a student fails to meet course progression rules and is thus not permitted to re-enrol and the tuition fees were paid in advance of the notification of the exclusion from further studies at the Institute.

### 2. Partial Refund

2.1. iTAFE will refund the balance of unused tuition fees determined on a pro rata basis, other than the AU\$350 enrolment fee, paid by an international student or intending international student within four (4) weeks of receipt of a written claim in relation to a course if:

2.1.1. a student withdraws from a course and returns home after a course commences because of exceptional and extenuating circumstances of a compassionate nature such as a death or severe illness in the immediate family.

### 3. No Refund

3.1 iTAFE will not refund course money paid by an international student or intending international student if:

3.1.1. a student withdraws from the course after the commencement period of the new term, or

3.1.2. a student obtained an offer to a course at iTAFE on the basis of fraudulent documents, the iTAFE reserves the right to retain Tuition Fee paid on the commencement of the new term.

### 4. Claiming a Refund

4.1 All requests for refunds must be made in writing and emailed to [careers.advisors@itfe.edu.au](mailto:careers.advisors@itfe.edu.au)

4.2 The request must identify the reason for the refund and must include supporting documentation according to the circumstances such as:

- Proof of exceptional and extenuating circumstances affecting a close family member; or
- An unconditional letter of offer from another institution along with a DIBP approval letter to transfer; or
- A completed and approved iTAFE withdrawal form.
- A letter from DIBP advising of a rejection of the student visa application or a refusal to extend a student visa.



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- 4.3. iTFE will process refunds within four (4) weeks of receiving a written request from a student. The date of notification of the request for a refund is from the date the request is received at iTFE.
- 4.4. iTFE pay all refunds by bank draft in Australian dollars to the student's address registered with iTFE
- 4.5. iTFE will not make split payments to two or more parties.
- 4.6. If a request for a refund is approved, the refund for a DIBP approved transfer to another Australian Institution will only be made payable to the applicant's receiving institution in Australian dollars.
- 4.7. When student's refund is processed, the refund will be reported to the Director, Tuition Protection Service, on your Confirmation of Enrolment.

### 5. Appeals Process

- 5.1 A student who is refused a refund under iTFE Refund Policy may appeal within seven (7) days in writing to the General Manager whose decision will be final.
- 5.2 iTFE's dispute resolution processes do not circumscribe the student's right to pursue other legal remedies.

### 6. Student Rights

- 6.1 This policy and the availability of complaints and appeals process does not remove the right of the student to take action under Australia's consumer protection laws [www.consumerlaw.gov.au](http://www.consumerlaw.gov.au)
- 6.3. Overseas Students Ombudsman  
The Overseas Students Ombudsman (OSO) investigates complaints about problems that overseas students have with private education and training institutions in Australia. The Ombudsman's services are free, independent and impartial.  
Visit: [www.oso.gov.au](http://www.oso.gov.au)
- 6.4. Tuition Protection Service  
The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist you if your institution (referred to as 'Education Provider' under the TPS) is unable to fully deliver your course of study. The TPS may also assist you if you withdrawn from, or not started, your course and are eligible for a refund of tuition fees and the institution has not paid them.  
Visit: <https://tps.gov.au>

### 7. What happens in the event of a course not being delivered?

- 7.1 iTFE will act according to ESOS Act 2000 which requires:
  - 7.1.1. Notify Secretary and TPS Director in writing within 3 business days of the default occurring.  
The notice will include:
    - o The circumstances of the default;
    - o The details of the students in relation to whom the iTFE has defaulted;
- 7.2. Notify, in writing, of the default the students to whom the iTFE has defaulted.
- 7.3. iTFE will arrange for the student within the period of 14 days after the default day a place offer in an alternative course at the provider's expense and if the student accepts the offer, the student should accept the offer in writing.
- 7.4. iTFE will provide a refund of the amount of any unspent pre-paid fees received by the iTFE in respect of the student.
- 7.5. iTFE will give a notice to the Secretary and the TPS Director within 7 days after the end of the iTFE obligation period.  
The notice will include:
  - Details of the students iTFE arranged alternative courses for; and
  - Details of the courses arranged; and
  - Evidence of each student's acceptance of offer of a place in an alternative course; or
  - Details of the students the iTFE provided refunds to; and
  - Details of the amount of the refunds provided.



## Refund Policy

### Document Control

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| Policy Owner:      | General Manager    |
| Version No:        | V2017.01           |
| Date Approved:     |                    |
| Review Due To:     | Legislative Change |
| Next Review Due:   | June 2018          |
| Electronic Record: |                    |

### Revision Record:

| Date       | Version  | Revision description   |
|------------|----------|--|
| 24/09/2015 | V2015.01 | iTFE major review of all policies and procedures against Standards for Registered Training Organisations (RTOs) 2015 |
| 13/6/2017  | V2017.01 | Full review of policy  |
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