

## REFUND POLICY - INTERNATIONAL STUDENTS

### Organisation Definition:

Cairns Beauty Academy Pty Ltd trades as International College of Queensland.

### Regulations and standards

National Code of Practice (2018) Standard 3;

National Standards for RTOs (2015), Standards 5, 6 & 7. Schedule 6

### Purpose:

International College of Queensland's Refund Policy is provided to students before a contract/agreement is signed or an amount of money is paid for a registered course. The policy is provided on the *Student Application Form*, ICQ Student Handbook, Acceptance of Offer/Written Agreement and available on the International College of Queensland website.

This refund policy applies to all course monies paid to the College and includes any course monies paid to an education agent to be remitted to the College as per the Letter of Offer. This policy applies to both commencing and extending students.

"Course" refers to the whole period for which the Confirmation of Enrolments or letter of offer is issued.

"Tuition fees" are fees that are directly related to the provision of course.

"Agreed Starting Date" means, unless and otherwise defined in the terms and conditions, the day of scheduled course commencement, or a later day agreed between International College of Queensland and the student such day being the commencement day in the offer letter or the Students Confirmation of Enrolment (COE).

Package course/program means a package of courses of study comprising more than one course, all of which are offered by International College of Queensland and in which the student is enrolled. Where the student is enrolled in a package course/program, then the agreed starting date is the commencement date of the first course in which the student is enrolled in.

In the event of student/agent requesting to make changes to agreed starting date by email or by telephone and any communication by International College of Queensland with the student/agent in reference to the change/deferment to agreed starting date by email or any other form of communication with the shall be binding and in such cases for Refund purposes, the agreed starting date will be the initial course start/agreed starting date before any change/deferment is made.

This policy covers full and partial refunds, refunds in the event of student default and in the case of provider default.

### Refund Process:

All requests for a refund must be submitted on the '*Refund Application Form*', to the College Administration Office.

Refund requests must be accompanied by official documentary evidence. If the student is unable to access the *Refund Application Form* a refund request should be made in writing and emailed, faxed, or posted to the College Administration Office. Refunds will only be made in Australian dollars.

The refund will only be made in the name of the person who paid the student fees unless the student gives a written direction to the College to pay the refund to someone else.

Refunds are made in accordance with the policy below and full refunds of amounts owed to the students will be made within 4 business weeks.

All charges incurred by International College of Queensland in issuing a refund will be met by the student.

International College of Queensland will endeavour to contact students who have not requested a refund within 4 weeks of leaving the College at the last known contact address, phone and email, and keep such evidence on the student file.

In the instance of Provider or Student default, the reporting timelines stated in the Policy will be adhered to.

### Student Default Refund Table:

Enrolment Fee /Application Fee \$250	Non-refundable
<b>Tuition Fees</b>	
Visa refused prior to course commencement	Full refund
Pre-commencement Cancellation at least 60 days prior to agreed start date	Full refund
Pre-commencement Cancellation less than 60 days prior to agreed start date	Refund minus \$500* & Admin fee (\$250)
Cancellation after the agreed start date	No refund
Visa cancelled due to actions of the students	No refund
Course withdrawn by International College of Queensland (provider default)	Full refund
Student is unable to start the course on serious medical grounds and evidence is provided from a registered doctor at least 2 weeks prior to agreed start date	Partial / Full refund
*The student will receive a refund of the initial deposit less the enrolment administration fee of \$250 and the \$500 tuition deposit.	

- International College of Queensland reserves the right to withhold granting the award attained by the student, if student fees remain outstanding.
- International College of Queensland's dispute resolution processes do not circumscribe the student's rights to pursue other legal remedies.
- If a student wishes to appeal a refund decision, they should follow the *Complaints & Appeal Policy and Procedure* found on the International College of Queensland website and in the ICQ Student Handbook.
- International College of Queensland will consider the following exceptional circumstances as grounds for a student's withdrawal from the program,
  - Severe life-threatening illness or disability
  - Death of an immediate family member (i.e. Mother, Father, Brother, Sister or relative where it can be shown that severe hardship may be felt by the family if study did occur).

When acceptable documentary evidence is produced, refund decisions will be made at the discretion of International College of Queensland. International College of Queensland does not provide refunds for:

- Application fees, accommodation assistance fees & airport reception fees
- Withdrawal from course after the course has commenced;
- Change in students' work hours;
- Inconvenience of travel to class;
- moving interstate or overseas;
- Job change or retrenchment;
- Students who leave before completing the course &/or qualification

All bank charges incurred by International College of Queensland in issuing a refund will be met by the Student.

International College of Queensland will endeavour to contact students who have not requested a refund within 4 weeks of leaving the college and keep such evidence on the student file.

If a student does not commence studies on the due date the college will advise the Secretary of Department of Home Affairs: Immigration (DoHA) via PRISMS of details of the student who has not commenced studies within a period of 14 days.

## Change of Address/Contact Details

**All Students are required to notify the college of a change of address, phone, or email while enrolled in the course within 7 days of the change.**

## Student Cancellation

- If the student cancels the course prior to the commencement date due to a refused visa, the college will refund all monies paid to the college except for the enrolment administration fee, within 30 days of receipt of a complete withdrawal/refund application.
- If the student cancels the course on or after the commencement date due to a refused visa, the college will refund all monies paid to the college except for the enrolment administration fee, within 30 days of receipt of a complete withdrawal/refund application.
- If the student cancels the course prior to the commencement date due to any other reason, the student will receive a refund of the initial deposit less the enrolment administration fee and \$500 tuition deposit.
- If the student cancels the course on or after the commencement date due to any other reason, no refund will be given, and any unpaid tuition will become due and need to be paid by the student to finalise the withdrawal. If there is a compelling and compassionate reason for the withdrawal, the CEO may, at his/her discretion, make an exception and grant a refund of tuition fees on unreleased units or waive part of all the remaining tuition due.

If a student wants to transfer to another institution, all tuition for the current course must be paid in full before the Transfer Request will be considered. No refunds will be given and an administrative fee will be charged.

## Student Default

- A student is not eligible for a refund in the event of student default.

A student defaults when:

- the course starts on the agreed starting day, but the student does not attend the classes on that day (and has not previously withdrawn);

Or

- the student withdraws from the course (either before or after the agreed starting day);

Or

- The College refuses to provide, or continue providing, the course to the student because of one or more of the following events:
  - the student failed to pay an amount he or she was liable to pay to the College,
  - directly or indirectly, in order to undertake the course;
  - the student breached a condition of his or her student visa; or
  - Misbehaviour by the student.

## Student Default Timelines

- 5 business days to notify the Secretary and the Tuition Protection Service (TPS) Director (via PRISMS) of the student default
- 14 days to report cancellation of the student's enrolment to (via PRISMS)
- 28 days to finalise the student default obligations as set out in the written agreement with the student and
- A further 7 days to report the outcome of the student default (via PRISMS).

## Student's Rights to Appeal

- Any student who is refused a refund by International College of Queensland may appeal within 14 days in writing to the Academic Manager.
- The College's appeal process does not circumscribe the student's right to pursue other legal remedies.
- This agreement, and the availability of complaints and appeal processes, does not remove the right of the student to take action under Australia's consumer protection laws.

## Cancellation or non-Delivery of The Course (Provider Default)

In the unlikely event that the College defaults and cancels the course or student enrolment for any reason prior to the course commencement:

- If the college cancels the course or student enrolment for any reason prior to the course commencement date, the student will receive a full refund of all monies paid to the college within 30 days of the cancellation.
- In the unlikely event that the College is unable to deliver the course in full, the student will be offered enrolment into an alternative course at no extra cost or, the student will be refunded the unspent portion of the tuition fees paid to date within 2 weeks of the day on which the course ceased to be provided.
- Students have the right to choose whether they would accept a refund of tuition fees or to accept a place in an alternative course. If a student chooses placement in another course, the student will sign a new written agreement with the College to indicate the student accepted the placement.

- If the college cancels the course or student's enrolment through no fault of the student, the student will receive a prorated tuition refund within 30 days of the cancellation equal to the percentage of the course not yet undertaken (Refund amount = Full Tuition – Units released/completed).
- If the college cancels the course or student's enrolment due to non- progression, non-attendance, non-payment of tuition per any payment plan agreement, illegal activity or other extreme misbehaviour as outlined in the *Defer, Suspend, or Cancel Enrolment Policy & Procedures*, the student will not receive a refund and any payment plan arrangements will be voided and tuition will immediately become due in full.

In the unlikely event the College is unable to provide a refund or place student in an alternative course, the TPS will provide the student with options for suitable alternative courses (if any such courses are available) or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director. Students in this instance are advised to contact <https://tps.gov.au/StaticContent/Get/StudentInformation>.

Version Control	Date	Reason for Change	Author
V1 0418	04/2018	Initial Document	Ann Donnarumma
V2 0319	03/2019	Review and update to align to National Code and Organisation's processes	Robyn Pinel
V3 0821	08/2021	Review of Policy – updates for clarity and consistency.	Robyn Pinel