

ENR POL 05 Refund Policy

1 SCOPE

This policy covers the refunds process for all fees payable for training services provided within Ironwood Institute's scope of registration. The terms and conditions of this policy apply to all students, whether they are waiting to commence or are continuing studies at Ironwood Institute.

2 PURPOSE

The purpose of this policy is to ensure that Ironwood Institute adopts a refund policy that is fair to students who have valid reasons for requesting refunds and the refund processes for students are quick and streamlined. Ironwood's refund policy observes the principles outlined in the with [Education Services for Overseas Students Act 2000 \(ESOS Act\)](#), [National Code 2018](#) and [Tuition Protection Service \(TPS\)](#).

3 POLICY STATEMENT

Ironwood has adopted a refund policy that is fair to students who have valid reasons for requesting refunds and the refund processes for students are quick and streamlined. Details concerning the scope of Ironwood Institute Refund Policy are to be clearly disseminated to prospective students prior to contractual arrangements being made. This dissemination is in the form of the Student Handbook, Application for Enrolment and Letter of Offer.

Ironwood Institute's refund processes 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.

4 DEFINITIONS

Student	any student who has signed a student agreement and offer acceptance form is deemed enrolled at Ironwood Institute
Local student	a student who is an Australian citizen and/or permanent resident enrolled at Ironwood.
International student	a student granted an initial visa to attend and study at Ironwood Institute
Local International student	a person who arrived in Australia on any valid visa and wants to apply for a student visa by enrolling at Ironwood Institute
Tuition fee	amount owed to Ironwood Institute for Tuition of the whole course
Refund	amount returned to the student after deduction of the fees payable to Ironwood Institute
Course fees	sum of the tuition fees and the non-tuition fees (if any) received by the provider in respect of the student
Fee payable	amount owed to Ironwood Institute as per the Letter of Offer
Study term	10 to 12 weeks study period
Packaged course	where a student is enrolled in a package of courses
Commencement	first day of the first program attended by the student

Student default occurs when any of the following happens:

- a) a student not commencing a course on the agreed start date as nominated on the CoE and in the student written agreement.
- b) a student cancelling their enrolment in a course (this includes an abandonment of the course before its completion).
- c) a student failing to pay an amount he or she was liable to pay to the provider, directly or indirectly, in order to undertake a course.
- d) student breaching a condition of his or her student visa; or
- e) misbehaviour by a student as per the student code of conduct.

Institute default occurs when:

- a) the course does not commence on the agreed commencement date.
- b) the course ceases to be provided at any time after it commences but before it is completed; or
- c) the course is not provided in full to a student because a sanction has been imposed on Ironwood Institute

5 REFUNDS IN THE EVENT OF STUDENT DEFAULT

5.1 OFFSHORE STUDENT VISA REFUSAL

If the initial student visa is not granted from outside Australia, a refund of course fees received by Ironwood will be issued to the international student within 28 days of the written request as per Education Services for Overseas Students (Calculation of Refund) Specification 2014 at <https://www.legislation.gov.au/Details/F2014L00907>

The amount of a refund is the amount of the course fees, minus the lesser of the following amounts:

- a) 5% of the amount of course fees received by the provider in respect of the student before the default day.
- b) \$500.

5.2 ONSHORE STUDENT VISA REFUSAL

If the student visa is refused to a local/ onshore international student and a course has already commenced, a refund of unspent course fees, will be issued to the student within 28 days of the written request.

- The admission fee of AUD \$250.00, the learning resources fee and the Personal Protective Equipment (PPE) fee (for horticulture only) is not refundable.

However, if the visa is refused before course commencement date, a refund will be calculated as per point 5.1 offshore student visa refusal above.

5.3 NON-VISA REFUSAL (BEFORE THE COMMENCEMENT DATE)

If the student's enrolment is withdrawn, transferred, or cancelled, not because of a visa refusal and before the commencement date of a course and the student requests a refund:

- Withdrawal more than 70 calendar days prior to the course commencement date - a refund of 100% of tuition fees paid.
- Withdrawal more than 28 calendar days but less than 70 calendar days prior to the course commencement date - a refund of 70% of the tuition of the first study term.

- Please note: if only a deposit or part payment has been made, the student is still required to pay the difference up to 30% of the total fee for that study term.
- Withdrawal more than 14 calendar days but less than 28 calendar days prior to the course commencement date- a refund of 50% of the total tuition of the first study term. Please note: if only a deposit or part payment has been made, the student is still required to pay the difference up to 50% of the total tuition fee for that study term.
- Withdrawal less than 14 calendar days prior to the course commencement date or after the course commencement date- no refund of the tuition of the first study term. Please note: if only a deposit or part payment has been made, the student is still required to pay for the full study term fee.
- The admission fee of AUD \$250.00 is not refundable
- Overseas student health cover, learning resources and personal protective equipment (PPE) will be refunded in full.
- If the student has paid an upfront fee for more than one study term, any additional subsequent study term fees will be refunded in full.
- The refund will be processed within 28 days of the refund application being received by Ironwood Institute

5.4 NON-VISA REFUSAL (AFTER THE COMMENCEMENT DATE)

If the student's enrolment is withdrawn, transferred, or cancelled, not because of a visa refusal and after the commencement date of a course and requests a refund:

- If a student does not commence i.e. does not arrive or has not arranged with Ironwood Institute for a later start, then that study term's tuition fee is not refundable
- No refund of the current study term will be made to any student who withdraws, transfers, or cancels their enrolment after the commencement date.
- If a student's enrolment is terminated after course commencement because of a serious breach of student visa conditions or Ironwood's policies where the student has paid the fees for one or more terms in advance, the student will receive no refund of the current term and any additional subsequent study term fees will be refunded in full.
- Ironwood will make payment of refunds within 28 days of receipt of application for refund.
- In accordance with the agreement, Ironwood reserves the right to invoice the student the portion of fees owed by the student for services received from Ironwood Institute.
- The admission fee of AUD \$250.00 is not refundable
- Unspent Overseas student health cover and learning resources fee will be refunded
- The Personal protective equipment (PPE) fee for horticulture programs is not refunded

5.5 PACKAGED COURSE OFFERS

- Students enrolled in a package of courses seeking a refund after completing their English language course (or any other course other than their principal course of study), but prior to completing six months of their principal course will be considered to have defaulted after the commencement date and will be dealt with in accordance with as above
- Where a student is enrolled in a package of courses at Ironwood Institute and is eligible for a refund, the refund amount will be calculated based on each individual course tuition fee.
- Where an articulation to a Higher Education course is offered as part of a package of courses, a deposit may be required to be paid directly to higher education provider. Ironwood Institute is not responsible for the payment of fee or refund process and students are required to read and understand the fee and refund policy of the higher education provider

6 REFUNDS IN THE EVENT OF IRONWOOD DEFAULT

In the event of Ironwood default, within 14 days of the default, Ironwood will:

1. Either offer the student an alternative place at Ironwood's expense, that is accepted in writing.
OR
2. Refund the student the unused portion of the prepaid fees as per ESOS (Calculation of Refund) Specification 2014

If Ironwood is unable to provide a refund or place the student in an alternative course, then the student shall be referred to the Tuition Protection Service (TPS: www.tps.gov.au), who will place the student in a suitable alternative course or if a suitable course cannot be found, pay a refund as calculated by the TPS Administrator

7 CALCULATING REFUNDS

Refunds of Tuition fees will be calculated under the relevant ESOS provision- Refer to the Education Services for Overseas Students (Calculation of Refund) Specification 2014:

<https://www.legislation.gov.au/Details/F2014L00907/Download>

Students will be entitled to a refund in the following circumstances:

- Student fails to start a course due to a visa refusal
- Compliant student default agreement is not entered
- Other student defaults
- Provider Default

The amount of refund depending on the above circumstances will be calculated as follows:

Method for working out amount of refund in the event a student fails to start a course due to a visa refusal

The amount of a refund is the amount of the course fees, minus the lesser of the following amounts:

- a). 5% of the amount of course fees received by the provider in respect of the student before the default day
- b). \$500.

Method for working out the amount of refund of tuition fee in the event of the following three situations:

- i. provider default
- ii. provider does not enter into compliant student default agreement
- iii. Other student default (This section would apply where a student whose visa has been refused and has withdrawn from the course after it commenced or has failed to pay an amount, he or she was liable to pay the provider in order to undertake the course)

$$\text{Refund amount} = \text{weekly tuition fee} \times \text{weeks in default period}$$

$$\text{weekly tuition fee} = \frac{\text{total tuition fees for the course}}{\text{number of calendar days in the course}} \times 7$$

$$\text{weeks in default period} = \frac{\text{number of calendar days from the default day to the end of the period to which the payment relates}}{7}$$

8 PROCESS TO CLAIM A REFUND

- All applications for refund must be made in writing by way of the Refund request form available from the Ironwood office, Ironwood education agent or Ironwood website www.ict.edu.au and submitted to the Head of Admissions and Accounts by email, registered mail, courier or personal delivery as soon as practicable.
Physical address: Ironwood Institute, Level 3,68 Grenfell street Adelaide SA 5000 Australia,
Postal address: PO Box 3440 Rundle Mall SA 5000 Australia,
email: admissions@ict.edu.au
- Verbal notification to Ironwood staff or agents is not valid.
- The Institute will endeavour to process all refunds within specified time frames
- The date the written request for refund is received by Ironwood Institute is the DEFAULT DATE, and is the date used for the calculation of any refund and/or cancellation.
- Refund application WILL NOT be processed where the signature on the refund application form DOES NOT match the student's signature as shown on other documents provided by the student for admission to Ironwood Institute.
- Refund on visa rejection will require a copy of notification of visa refusal.
- Refunds will be paid in Australian Dollars into the applicant nominated bank account.
- Ironwood complaints and appeals process allows students to make an appeal if not satisfied with refund decision. Ironwood's refund policy and the availability of complaints and appeals processes does not remove student's right to take action under Australia's consumer protection laws where applicable.

9 GENERAL RULES

- 9.1 To allow prompt settlement of refund requests, all advanced payments will be held in a nominated bank account by Ironwood Institute until the course start date.
- 9.2 Tuition fees and Overseas Student Health Cover (OSHC) may be refundable in full where student has provided evidence of medical or compassionate reasons due to which the student cannot commence the course.
- 9.3 If the student have given misleading information to an Ironwood Institute approved agent, Ironwood Institute and/or any Commonwealth Agencies of Australia, no refund may be given.
- 9.4 No refunds will be paid to a third party (person other than the student), unless directed by the student on the Refund Application Form.
- 9.5 In case of a cancellation by the student or Ironwood Institute , any outstanding fees to Ironwood Institute become due with 7 (seven) days.
- 9.6 Any costs incurred by Ironwood Institute to recuperate outstanding fees will be charged to the student.
- 9.7 Unpaid fees will be recorded as a debt and recovered by action in a court of South Australia.

- 9.8 Ironwood will not release any testamurs/awards to students until outstanding course fees have been paid in full.
- 9.9 Ironwood only accepts responsibility for fees and charges associated with the cost of enrolling in and studying with Ironwood. No accountability will be taken for fees or charges associated with international education agent or migration agent fees or visa application costs.

10 RESPONSIBILITIES

The CEO/PEO of Ironwood Institute is responsible for ensuring compliance with this policy. Head of Admissions & Accounts will process refund requests, if approved, AND arrange refund payment within specified timeframes

The Ironwood Institute Access & Equity Policy applies. (See Access & Equity Policy)

All documentation from refund processes are maintained in accordance with Records Management Policy. (See Records Management Policy)

All Refund practices are monitored by the CEO/PEO, Ironwood Institute and areas for improvement identified and acted upon. (See Continuous Improvement Policy)

11 RELATED LEGISLATION AND REGULATIONS

- The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, known as 'the National Code 2018' Standards
- Standards for Registered Training Organisations (RTOs) 2015
- Education Services for Overseas Students Act 2000 as amended

12 RELATED POLICIES, PROCEDURES AND FORMS

- Fees and Charges Policy
- Deferral Suspension Cancellation Policy
- Complaints & Appeals Policy
- Complaints & Appeals Procedure
- Academic Misconduct and Cancellation Form
- Access and Equity Policy
- Record Management Policy
- Continuous Improvement Policy
- Refund request Form