

POL-ENR-03 Overseas Student Fee Payment and Refund Policy

GOVERNANCE

National Code 2018 – 2 – Recruitment of an Overseas Student.

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.

PURPOSE

The purpose of this policy is to ensure that Ironwood Institute adopts a payment and refund policy that is fair to students who require clarity in the payment of course fees and other charges and who have valid reasons for requesting refunds. This Policy ensures that the payments and refunds processes for students are understood, fair and in line with the principles outlined in the [Education Services for Overseas Students Act 2000 \(ESOS Act\)](#), [National Code 2018](#) and [Tuition Protection Service \(TPS\)](#).

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.

Overseas/International student - a student granted an initial visa to attend and study at Ironwood Institute

Domestic Overseas/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 Ironwood 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

POLICY STATEMENT

Ironwood has adopted an overseas student payment and refund policy that is fair to students and those students who have valid reasons for requesting refunds and the refund processes in a quick and streamlined manner.

Details concerning the scope of Ironwood Institute's Payments and Refund Policy are 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 payment and refund processes and the availability of complaints and appeals processes do not remove the rights of the student to act under Australia's consumer protection laws.

1. Payments

Overseas students are required to make all payments in accordance with the requirements specified in the Letter of Offer (LOF). These requirements refer to tuition and non-tuition payment obligations.

Overseas students are required to pay 50% of their tuition fees prior to the start of the course. Students may pay more than 50% of the tuition fees prior to the start of the course.

Any tuition and non-tuition fee payments are to be made via Electronic Funds Transfer (EFT) either at Point of Sale (POS) or to Ironwood's Bank Account with the student identifier noted in the reference box.

Ironwood Institute recognises that individual student circumstances may vary during their studies and students experiencing difficulties making progress payments during the course may be considered for an instalment plan subject to compelling and compassionate grounds.

In such cases, an agreed Binding Financial Agreement will be entered into between the student and Ironwood and signed by the student and an authorised representative of Ironwood.

Students who have an approved instalment plan for progress payments during the course will need to adhere to the timetable for scheduled payment amounts and course progression. Failure to meet these obligations under the Agreement may result in the full outstanding balance becoming immediately due and payable and the student be issued with a Notice of Intention to Report to DoHA for the non-payment payment of fees. Students receiving a NOITR may appeal through the normal appeals process.

2. Refunds

Refunds of fees paid by a student can only occur in one of two scenarios: Student Default or Ironwood Institute Default.

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, to undertake a course.
- d) A student breaching a condition of his or her student visa; or 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

REFUNDS IN THE EVENT OF STUDENT DEFAULT

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 overseas/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>.

Refer to **METHOD A** on page 5.

2. Onshore Student Visa refusal

If the student visa is refused to a local/onshore overseas/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.

Refer to **METHOD B** item (c) on page 5.

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

Refer to **METHOD A** on page 5.

3. Withdrawal

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 of tuition fees:

Timing of withdrawal	Refund
At 150 days or more from courser commencement	100% of prepaid tuition fees
At 120 days or less than 150 days from course commencement	70% of prepaid tuition fees
At 90 days but less than 120 days from course commencement	50% of prepaid tuition fees
At less than 90 days from course commencement	No refund of prepaid tuition fees

4. Refund of other fees:

The admission fee of AUD \$250.00	No refund
Overseas Student Health fee	Any unspent cover may be recoverable from the insurance provider. A separate application will need to be made in this event to the insurance provider.
Learning resources fee	100% refund
Personal Protective Equipment fee (horticulture only)	<ul style="list-style-type: none"> • If not issued to the student - 100% refund. • If issued and accepted by the student – no refund.

The refund will be processed within 28 days of the refund application being received by Ironwood Institute.

- If a student does not commence i.e., does not arrive, or has not arranged with Ironwood Institute for a later start, then the course fee paid is not refundable
- If a student's enrolment is terminated after course commencement because of a serious breach of student visa conditions or Ironwood Institute policies, the student will receive no refund of any course fees paid.
- 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.
- Any loss incurred by Ironwood Institute through malicious damage caused by the student will be recoverable from fees held, by direct recovery from the student, by debt recovery action, or through the courts.

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 refunds in the event of student default.
- 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 fees for each of the individual courses.
- 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

REFUNDS IN THE EVENT OF IRONWOOD DEFAULT

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

- Either offer the student an alternative place at Ironwood's expense, that is accepted in writing, OR
- 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), which 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.

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 to the nearest whole dollar amount as follows:

METHOD A: 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:

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

The course fees for a course are the sum of the tuition fees and the non-tuition fees (if any) received by Ironwood Institute in respect of the student.

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

- provider default.
- provider does not enter into compliant student default agreement.
- 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 to undertake the course.)

Refund amount = weekly tuition fee X weeks in default period

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

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

If the number of weeks calculated is not a whole number, the calculation is rounded up to the nearest whole number.

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.ironwood.edu.au and submitted to the Enrolment Officer by email at admission@ironwood.edu.au, registered mail, courier, or personal delivery as soon as practicable.

Physical address: Ironwood Institute, Level 3, 112 Rundle Mall, Adelaide SA 5000, Australia.

Postal address: Ironwood Institute, PO Box 3440 Rundle Mall SA 5000 Australia.

email: admissions@ironwood.edu.au (for refunds due to visa refusal)

email: studentsupport@ironwood.edu.au (for all other refunds)

- Verbal notification to Ironwood staff or agents is not valid.
- Ironwood 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.
- A 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.
- A refund on a visa rejection will require a copy of notification of the visa refusal.
- Refunds will be paid in Australian Dollars into the applicant's nominated bank account.
- Ironwood complaints and appeals process allows students to make an appeal if not satisfied with the refund decision. Ironwood's Payments and Refund policy and the availability of complaints and appeals processes does not remove the student's right to act under Australia's consumer protection laws where applicable.

GENERAL RULES

- 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.
- In determining a refund application, Ironwood may consider any compassionate or medical reasons with supportive evidence of inability of the student to commence the course.
- If the student has given misleading information to an approved agent, Ironwood Institute and/or any Commonwealth Agencies of Australia, no refund may be provided to the student.
- No refunds will be paid to a third party (person other than the student) unless directed by the student on the Refund Application Form.
- Refunds will be made via EFT, bank deposit or bank cheque. No refunds will be paid in cash.
- In case of a cancellation by the student or Ironwood Institute, any outstanding fees to Ironwood Institute become due with 7 (seven) days.
- Any costs incurred by Ironwood Institute to recuperate outstanding fees will be charged to the student.
- Unpaid fees will be recorded as a debt and recovered by debt recovery action through a debt collection agency or the courts.
- Ironwood will not release any testamurs/awards to students until outstanding course fees have been paid in full.
- 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 any fees related to an international education agent or migration agent or visa application costs.

RESPONSIBILITIES

CEO/Delegate – for overall authority

Student Services Officer/Enrolment Officer – for notification of withdrawal and the application of refunds.

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
- Education Services for Overseas Students (Calculations of Refund) Specification 2014
- Competition and Consumer Act 2010