Course Fees and Refund Policy

Student fee refunds for International students are administered under the Australis Institute of Technology and Education’s Course Fees and Refund Policy and the legislative guidelines of The Education Services for Overseas Students (ESOS) Act 2000, TPS and associated legislation. This is the legal framework governing the responsibility of education institutions for overseas students.

Once you have accepted an offer with AITE your eligibility for a refund of fees paid to AITE is determined by whether it is a:

**Student default**

Under the ESOS Act, an overseas student or intending overseas student defaults, in relation to a course at a location, if:

- the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
  - the student failed to pay an amount payable to the provider for the course;
  - the student breached a condition of his/her student visa;
  - misbehaviour by the student.

Please note that a student does not default for failing to start a course on the agreed starting day if he/she does not start the course because the provider defaults in relation to the course at the location.

**Provider default**

Australis Institute has arrangements in place through the Tuition Protection Scheme (TPS) should the institute defaults the course due to the following events:

- The institute ceases its operations
- The course enrolled in does not begin on the agreed commencement date
- The course enrolled in ceases to be provided at any time after it commences but before it is completed.
In the unlikely event that Australis Institute is unable to deliver the course based on the any of the above event, you will be offered a full refund of all the course money you have paid to date. The refund will be processed within 4 weeks of the day on which the default occurred.

Alternatively, you may be offered enrolment in an alternative course by Australis Institute at no extra cost. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course with another registered provider. If you choose a placement in another course, we will ask you to sign a document to indicate that you accept the placement. If Australis Institute is unable to provide a refund or place you in an alternative course, Tuition Protection Scheme (TPS) will place you in a suitable alternative course at no extra cost.

Students can choose to have a full refund or choose to pay more and continue with an alternative provider. You will be advised of the default situation in advance, and will have a letter explaining how all the refunds are calculated. Such situations are covered by the provision of the Commonwealth Government ESOS Act 2000 and the ESOS Regulations 2001.

For further information, please read the Student information contained in TPS website https://tps.gov.au/StaticContent/Get/StudentInformation

**Pre-paid tuition fees**

Australis Institute limits the collection of pre-paid fees in accordance with the ESOS Act. Australis Institute only collects up to 50% of the total tuition fees for any of its courses before a student commences the course. After the student commences, Australis Institute will only require the student to pay any further fees until 2 weeks before the start of the second study period.

**Refund Policy**

1. Australis Institute under the ESOS Act 2000 and the National Code 2007 must have in place a Refund Policy which needs to be provided to the prospective international students studying in Australia before formalization of their enrolment.

2. If an applicant accepts a place offered by Australis Institute and pays the applicable fees, it means a binding contract is created between the student and Australis Institute of Technology & Education.

3. Notification of withdrawal from unit/s or course of study must be made in writing to Australis Institute addressing to the Principal. The cancellation fee will be calculated as shown in the Schedule A.

4. All fees paid including any course fees collected by education agents on behalf of Australis Institute except the non-refundable enrolment fee, are subject to this refund policy.

5. Where a visa renewal is rejected due to a breach in visa conditions, a student must withdraw from Australis Institute and the cancellation fee will be calculated as shown in the Schedule A.
6. Australis Institute reserves the right not to offer a course previously made available at its own discretion. Where a student is unable to enrol in a similar course at Australis Institute and the enrolment is cancelled then all fees paid will be refunded.

7. In the unlikely event that Australis Institute is unable to deliver your course in full (provider default), you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 4 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by Australis Institute at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.

8. All refunds (apart from provider defaults) under this policy will be paid within four (4) weeks after receiving a written claim and full supporting documentation from the student.

9. If the student is not satisfied with a decision of the refund, an appeal should be made in writing to the Principal of Australis Institute.

10. Refunds will be made in Australian dollars and the academy reserves the right to make refunds payable in the country of origin. Agency fees, if applicable, will not be refunded.

11. Where an international student requests that the refund is made payable to a relative or other person in Australia, this will only be granted if documentary evidence proves that the relative or other person paid the tuition fees.

12. This agreement, 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.

**Procedures for Claiming Refunds**

1. Please fill up the ‘Fee Refund Form’ (which can be downloaded from Australis Institute’s website).

2. Submit the form with any supportive evidence to the Student Services Officer or alternatively you can send the scanned copy of the ‘Fee Refund Form’ to the [info@australisinstitute.nsw.edu.au](mailto:info@australisinstitute.nsw.edu.au)

3. Once the ‘Fee Refund Form’ is received by the Student Services, it will be forwarded to the Principle for a review.

4. If eligible, refunds will be processed within 4 weeks.

5. In the event of an unsuccessful outcome or if the student is not eligible for a refund, students can appeal against the Principal’s decision accessing the Australis Institute’s Complaints and Appeals policy located on the Australis Institute’s website.
<table>
<thead>
<tr>
<th>Condition</th>
<th>AITE Policy</th>
<th>Condition</th>
<th>AITE Policy</th>
</tr>
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<tbody>
<tr>
<td>Written notice of withdrawal provided at least 4 weeks prior to course</td>
<td>Paid tuition fees refunded, less $250 enrolment fee (non-refundable).</td>
<td>Visa refusal which caused the student’s failure to start the course before the course</td>
<td>Paid tuition fees refunded, less $250 enrolment fee (non-refundable).</td>
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<tr>
<td>commencement</td>
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<td>commencement</td>
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<tr>
<td>Written notice of withdrawal provided less than 4 weeks prior to course</td>
<td>Refund equal to 50% of the paid tuition fees.</td>
<td>If a student’s visa application is rejected after the student has commenced the course</td>
<td>The refund amount calculated will be the weekly tuition fee times the weeks in default period.</td>
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<td>commencement</td>
<td>The non-tuition fees are exempt from the refund amount.</td>
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<td>The non-tuition fees are exempt from the refund amount.</td>
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<tr>
<td>Where a student provides written notice of withdrawal prior or during the</td>
<td>The refund amount calculated will be the weekly tuition fee times the</td>
<td>Where a student does not commence the course on the start date and subsequently provides</td>
<td>No refund of the $250 enrolment fee and the first term fee.</td>
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<tr>
<td>new term</td>
<td>weeks in default period.</td>
<td>notice of withdrawal from the course</td>
<td>The subsequent terms paid in advance will be refunded.</td>
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<td>Australis Institute refuses to continue the student in the course</td>
<td>No refund of the $250 enrolment fee and current term fee.</td>
<td>Australis Institute cancels the course prior to course commencement</td>
<td>All monies paid to the provider, less $250 enrolment fee (non-refundable), will be refunded.</td>
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<tr>
<td>because of student misbehaviour, breached visa conditions, failure to</td>
<td>The subsequent terms paid in advance will be refunded.</td>
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<td>pay outstanding fees</td>
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<td>Australis Institute cancels the course before its expected end date</td>
<td>In the unlikely event of an AITE’s default of a course, students will be</td>
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<td>offered with two options:</td>
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<td>1) Full refund: The refund amount calculated will be the weekly tuition</td>
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<td>fee times the weeks in default period; or</td>
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<td>2) Alternative Course Arrangement: Students can be offered an alternative</td>
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<td>course at Australis Institute with no extra charge.</td>
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<td>Students will have the right to choose one of the above option.</td>
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</tbody>
</table>

# Overseas student refunds are calculated on the basis of the amount received from an education agent.

Disclaimer: This agreement, 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.