

## InTech Institute of Technology

**Policy:** Fair and Reasonable Refund Policy

**Creation Date:** 29 Sept 2006

**Version:** March 2007

**Created By:** Robin Jaggessar

**Justification:** Change to AQTF 2007, Yearly revision of the Policy.  
Compliance to ESOS National Code 2007

InTech acknowledges that Government Legislation requires tuition fees and application fees to be refunded in full if:

Provider Default

- The course does not start of the agreed starting date which is notified in the Offer Letter
- The course stops being provided after it starts and before it is completed
- The course is not provided fully to the student because the college has a sanction imposed by a government regulator
- If the course defaults, refunds will be granted in accordance with the provisions of the ESOS Act 2000 and the ESOS Regulations 2001

**Refunds under the above conditions will be paid in full to the student within 14 days.**

InTech may arrange for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding course money. Where the student agrees to this arrangement, the College will not be liable to refund the money owed for the original enrolment.

### **InTech Enrolment & Refund Agreement**

In making a contract to enrol in a course(s) at the InTech the Applicant acknowledges:

1. That the information provided by the Applicant in their application is complete and correct.
2. Agrees to be bound by the rules and regulations and any amendments made to the rules and regulations.
3. Agrees to undertake a testing requirement prior to any course entry, if deemed necessary by the college.
4. Agrees to observe DIAC student visa requirements.
5. Agrees to pay all fees required on or by the due date as notified in writing by the college or as per the invoice. A penalty of \$50 per week applies for late payment.
6. InTech will access these fees in accordance with the procedures established by the State Government and the Australian Department of Education, Science and Training.

7. Changes or variations to this contract attract a \$25 administrative fee.
8. InTech reserves the right to accept or reject any application for enrolment at its discretion.
9. InTech reserves the right to cancel any course prior to the commencement date of the course should it deem it necessary and in that event, shall refund all payments received from the Applicant.
10. Refunds are made in accordance with the policy below and full refunds of amounts owed to the student will be made within 14 days.

### **Student Default**

NOTE: All applications for refund must be made in writing by way of the Application for Refund form (available from the InTech Reception area) and submitted to the Administration Manager by Registered mail, Courier or personal delivery as soon as practicable.

Prospective students who are overseas should contact the college administration

Student failed to pay an amount he or she was liable to pay InTech, directly or indirectly in order to undertake the course;

Misbehavior by the student.

- *The College reserves the right to withhold granting the Award attained by the student, if student fees remain outstanding.*
- *The Refund policy applies equally to all students including students who have Permanent Residency or Australian Citizenship.\*\**
- *This agreement, and the availability of complaints and appeals processes, does not remove your right to take action under Australia's consumer protection laws*
- *The College's dispute resolution processes do not circumscribe the student's right to pursue other legal remedies.*
- *Refer to the Student Complaints & Appeals Procedure on the college website if you wish to appeal the Refund Policy.*
- *The College will refund any monies due to the student, to the student's education agent (where applicable).*
- *Any information that you provide to College or that the College collects about you can be given to authorised State and Commonwealth Agencies and ESOS Assurance Fund Manager.*

*\*Refunds granted may incur an education agent's fee*

*\*\* Except "Visa refused prior to course commencement"*

**See Table below**

<b>Enrolment Fee</b>	<b>No Refund</b>
<b>Tuition Fees</b>	
Visa refused prior to course commencement	<b>Full Refund*</b>
Withdrawal at least 10 weeks prior to agreed start date	<b>Full Refund*</b>
Withdrawal at least 4 weeks prior to agreed start date	75% refund*
Withdrawal less than 4 weeks prior to agreed start date	60% refund*
Withdrawal after the agreed start date	No refund
Visa cancelled due to actions of the student	No
Course withdrawn by College	Full refund including enrolment fee
The College is unable to provide the course for which the original offer was made	Full refund including enrolment fee
Visa extension is refused	Return of unused tuition fees*
Withdrawal from study - current students (not including English Language Studies' students)	Refund of unused tuition fees (of the following terms)* (Notification of Withdrawal from Studies form must be received 2 weeks prior to term commencement by Student Administration*)
Compulsory Health Insurance (Student Visa holders only)	<b>No Refund</b>
Homestay Fees and accommodation booking fee	Full Refund of unused fees if two weeks' notice is given
Under-18 fees	Full Refund of unused fees if two weeks' notice is given
Airport Pick-up	Full Refund if service cancelled prior to flight arrival

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*\*\* Except "Visa refused prior to course commencement"*