



AUSTRALIAN INSTITUTE
OF HIGHER EDUCATION

Refund Policy and Procedure for International Students

Category: Administration (ADM)

1. Purpose

The Australian Institute of Higher Education Pty Ltd (“AIH” or “the Institute”) ensures that the conditions and processes for students to apply for a refund of tuition fees is equitable and complies with government regulations.

2. Refund Policy

2.1 Payment of Fees

Please pay fees before the beginning of the new semester start date. If you are having difficulty paying your fees, please contact Accounts at accounts@aih.nsw.edu.au as soon as possible. Late payment charges may apply. Unpaid fees may result in you being reported to the relevant Australian authorities.

Please note that in relation to continuing students, if a student intends to terminate from AIH for the following semester (after a minimum of 6 months of study as per visa requirements) the student needs to inform AIH at least 14 days before the end of the current semester, or full fees will have to be paid for the following semester. Refer to www.aih.nsw.edu.au for the latest updated Academic Calendar under Key Dates.

2.2 Personal Information

You acknowledge that information collected about you during your enrolment may be made available to Commonwealth and State Government Agencies under the ESOS Act 2000. The information may include your personal and contact details, course enrolment details and the circumstance of any suspected breach of a student’s visa conditions (National Code Standard 3.1(d)).

2.3 Fees, Course and Timetables

1. The Institute reserves the right to vary its fees at any time.
2. Timetables are subject to change. Students are enrolled into their units each semester according to their course sequence, course structure, prerequisites, and advanced standing awarded. This may entail different number of days and times they have to be on campus each semester according to each semester’s timetable.
3. Students who meet course entry requirements are not allowed to defer to undertake another course at another institution once the semester has commenced.
4. In relation to suspension, once a semester has commenced, any suspensions will require a payment of tuition fees for 4 units, and no tuition fees will be credited toward the following semester. The student then has to pay another 2 units of fees in order to commence the following semester. However, if AIH is notified in writing and a Suspension Application Form is filled in before the semester commences, fees comprising 2 units have to be paid and credited toward the following semester.
5. Continuing students who wish to terminate the following semester must submit their application in writing at least 14 days before the current semester has ended. Continuing students who apply to terminate their course after this cut-off date will be liable for the whole of the next semester’s fee. Any prepaid fees for the following semester will also not be refunded if AIH does not receive notification 14 days before the end of the current semester that the students intends to terminate the following semester.

6. All requests for deferrals, suspensions and terminations have to be approved by AIH senior management.

2.4 Course Requirements and Payment Policy

1. Prospective students must provide evidence of 6.0 IELTS (Academic) or equivalent to commence the principal course (please refer to section 8.1 Entry Requirements, AIH Student Admission Policy), as well as academic entry requirements;
2. Change of course incurs a \$100 administration fee and must be requested before the semester commences (before or during Orientation);
3. Commencing students must complete and pay a minimum of 4 units of the principal course before applying to transfer to another provider after 6 months of study at AIH unless approved under exceptional circumstances for a Release from AIH in accordance with the conditions stipulated for an AIH Letter of Release;
4. If the student has nominated an authorised agent, AIH Higher Education will honour that agent until the completion of the enrolled course;
5. Tuition fees are to be paid in accordance with the payment schedule as set out in this Letter of Offer and Acceptance
6. COEs will only be issued once payment has been cleared and appears in AIH's bank account;
7. Students have to commence their course within the agreed starting date as entered in their COE or the Australian government (DIBP) will be notified of the student's non-commencement unless an alternative start date has been agreed upon with AIH in writing. Student commencement is defined as attending all classes from Week 1 onwards.
8. A student's enrolment can be cancelled due to unsatisfactory course progress, non-attendance, academic misconduct or non-academic misconduct;
9. Debt collectors may be engaged to recover any unpaid fees. Credit assessment agencies may be notified;
10. Students who have not paid the required tuition fee by the due date will be sent a letter warning them of their non-financial status. Students will also not be allowed to access AIH's electronic infrastructure or request the production of any documentation from AIH. Non-financial students are not allowed to sit for their final exams. If the student does not pay by the specified date, their enrolment will be cancelled and the student may be reported to DIBP for "non-payment of fees".
11. Students may apply for a reinstatement of enrolment subject to approval of AIH. A reinstatement fee will apply.

2.5 Not Meeting Conditional Offer Requirements

When a prospective international student receives an AIH Higher Education Conditional Offer based on providing evidence of educational and/or English entry requirements and has been unable to provide evidence by the scheduled intake date, the following will occur:

1. The prospective international student's original course intake date may be deferred to the next semester's intake date provided that the required evidence of educational entry requirements are submitted prior to that semester's intake date. In this instance, all prepaid student fees for the AIH Higher Education course will be transferred to the new intake start date and students will be required to extend their student visa to accommodate the revised end date of their studies.
2. If after one semester of deferment, the prospective student has still not achieved the required educational entry requirements, AIH Higher Education may withdraw the Conditional Offer and provide students with a refund of all fees except the enrolment fee and the minimum COE issuance fee (please refer to the below). This will allow the student to find alternative study arrangements with the conditions of the AIH Refund Policy implemented. In exceptional circumstances, AIH may allow the student to defer for a second time for another semester with a prepayment of 4 units of tuition fees which will be fully credited to the semester when the student commences. There is no refund of this prepaid fee of 4 units if the student does not eventually commence at AIH at the stipulated semester.

2.6 Refund Policy and Procedure

1. All applications for refunds must be made using the AIH Refund Request Form, and submitted to Accounts for processing.
2. No refund on tuition fees will be made to students who cancel/terminate the course after it has commenced.
3. All refunds will be paid within 28 days from the date of receipt of the written claim by the students or parent or guardian of students under 18 years of age as detailed below:
 - If a student's visa has been rejected, all course money paid such as tuition fees and the Student Health Cover (OSHC) will be refunded in full provided certified evidence of DIBP is supplied.
 - If a notice of claim is received 27 days or fewer before the course commencement date, 50% of the tuition fees will be refunded if 4 units of tuition fees are already received by AIH.
 - If a notice of claim is received 28 days or more before the course commencement date, 70% of the tuition fees will be refunded if 4 units of tuition fees are already received by AIH.
4. If a student has been reported to DIBP for breaching AIH's rules or visa conditions, such as unsatisfactory course progress, no refund will be provided.
5. Enrolment fees are non refundable under any circumstances.
6. AIH will not authorise tuition fee transfers to any other institution or to other students.
7. If AIH is unable to run an advertised course for any reason, students can transfer to another AIH course or alternatively will receive a 100% refund of unexpended amount. Refunds made in these circumstances will be paid within 14 days of the provider default in line with ESOS requirements.
8. A letter will be provided to each student who requests a refund showing how the refund amount has been calculated.
9. AIH reserves the right to not process/ issue any student's requests including statements of results of any other documents on the basis of outstanding fees

Please note: fees paid for COE issuance comprising tuition fees for 2 units is non-refundable except in the case of visa rejection. There is also no refund of fees if the visa is rejected on the basis of fraud as determined by the Department of Immigration and Border Protection (DIBP).

2.7 Consumer Protection

The availability of complaints and appeals processes, does not remove your right to take action under Australia's consumer protection laws (ESOS National Code, Standard 3.2d).

2.8 Conditions to Defer Commencement of a Course

Students are allowed to defer the commencement of a course on medical grounds or other exceptional compassionate circumstances. Please refer to the International Student Deferment, Suspension and Cancellation of Study Policy and Procedure on the AIH Higher Education website for further details. If a student defers to remain with a "Preferred Provider", the student pays a 50% deposit. If the student changes to a non "Preferred Provider" the student has to pay 100% of the next semester's fees. 2. If the student defers with the "Preferred Provider" for the first time, there is the same 50% deposit; 2nd deferral is 100%. There is no 3rd deferral under any circumstances.

3. Grievance Procedure

Students are entitled to have a personal representative present at any stage during the grievance procedure. If the student is dissatisfied with the outcome of the AIH Higher Education grievance resolution procedure (internal appeal), then they can access an external appeal process through the OVERSEAS STUDENTS OMBUDSMAN or any other external agency to express their concern. Please visit the following website to access the OVERSEAS STUDENTS OMBUDSMAN's external review process: <http://www.oso.gov.au/making-a-complaint/>

4. Version Control

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| Authorising Body | Executive Management |
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