

# Schedule 1

## Box Hill Institute

# International Student Refund Policy

---

**This policy applies to all course money including any course money collected by education agents on behalf of Box Hill Institute.**

### 1. Refund Policy

- 1.1 Each prospective and continuing international student (**student**) acknowledges and agrees to the terms and conditions of the international student refund policy on signing the International Student Application Form.
- 1.2 The terms and conditions set out in this International Student Refund Policy apply equally to commencing and continuing students unless otherwise specified.
- 1.3 Applications for refunds for international students must be authorised by the Centre Manager, International Student Services of Box Hill Institute (**the Institute**) or his or her nominee.
- 1.4 The Institute reserves the right to amend these terms and conditions at any time.
- 1.5 Where fees are paid by a party on behalf of the student, the Institute reserves the right to notify that party.
- 1.6 The Institute is obliged to inform the Department of Immigration and Citizenship (DIAC) of any change of status where a student completes his or her course early, transfers to another provider, is excluded on academic grounds and fails to meet his or her visa conditions, defers or intermits his or her study or otherwise changes the expected completion date of his or her study.
- 1.7 The funds covering the tuition fees must be clear at the time that the refund request is made by the student and all debts to the Institute must be paid before any refund can be made.
- 1.8 Refund requests for full or partial refunds must be made in writing on the Refund Application Form, must set out the reasons for the request and be accompanied by supporting documentation as appropriate. The refund request must be forwarded to:

#### **International Student Services**

**Box Hill Institute**  
**465 Elgar Road**  
**Box Hill**  
**Victoria 3128**  
**AUSTRALIA**

- 1.9 The written Refund Application Form must include the date of the claim, the student's full name, the basis for making the claim, the address and bank account details to which the refund is to be forwarded and the student's signature. Claims will not be processed where the signature on the claim does not match the student's signature as shown on other documents provided by the student for admission to the Institute.
- 1.10 This Policy, the Student Agreement and the availability of complaints and appeals processes, do not remove the right of the student to take action under Australia's consumer protection laws.

## 2. Refunds

Category	Time application received by Institute	Amount of refund for formal courses	Amount of refund for ELICOS	Documentary evidence required in addition to the Refund Application Form
A.1 Visa refusal	At any time	All payments less Administration fee (\$50)	All payments less Administration Fee (\$50)	Original letter of refusal from the Department of Immigration
A.2 Application refusal by the Institute A.3 Application withdrawal by the Institute on the basis of incorrect or incomplete information	At any time	All payments less Administration fee (\$50)	All payments less Administration Fee (\$50)	Letter of application refusal / withdrawal of offer
B Special circumstances	Prior to commencement of semester	All payments for upcoming semesters less Administration fee (\$50)	All payments for upcoming semesters less Administration fee (\$50)	Evidence or proof to the satisfaction of the Institute.
	After semester has commenced	All payments for current & upcoming semesters less 20% of current semester's fees	All payments for current & upcoming semesters less 20% of current semester's fees	Letter from the student and original air ticket and evidence or proof to the satisfaction of the Institute.
C Withdrawal by student, including but not limited to:  1. visa cancellation; and  2. transfer to another provider (subject to the Institute Student Transfer Policy)	More than 28 days before semester commences	All payments less 20% of next semester's fees	All payments less 20% of ELICOS fee for 20 weeks max	<b>Withdrawal</b> Proof of withdrawal from all subjects, original air ticket / e-Ticket, evidence of payment of airfare and letter from the student.  <b>Visa Cancellation</b> None  <b>Transfer</b> Letter of Release according to Institute Student Transfer Policy
	28 days or less before semester commences	50% of next semester's fees	All payments less 50% of ELICOS fee for 20 weeks max	
	On or after the day semester commences	No refund	No refund	
D.1 Cancellation of course by the Institute	At any time	Full refund	Full refund	None – Refund will be paid directly to the student
D.2 Part of course not offered by the Institute	At any time	Full refund	Full refund	None – Refund will be paid directly to the student
D.3 Offer of place withdrawn by Institute where no incorrect or incomplete information provided by student	At any time	Full refund	Full refund	None – Refund will be paid directly to the student

- 2.1 In the unlikely event that the Institute is unable to deliver a course in full, the student will be offered a refund of all the course money paid to date. The refund will be paid within 2 weeks of the day on which the course ceased being provided. Alternatively, the student may be offered enrolment in an alternative course by the Institute at no extra cost. The student has the right to choose whether he or she would prefer a full refund of course fees, or to accept a place in another course. If the student chooses placement in another course, the Institute will ask the student to sign a document to indicate acceptance of the placement.

### **3. Special Circumstances**

- 3.1 Special circumstances are determined at the discretion of the Centre Manager, International Student Services of the Institute, or his or her nominee, as preventing a student from taking up the course where:
  - 3.1.1 Illness or disability prevents a student from taking up the course;
  - 3.1.2 The student has been excluded from the Institute for failure to meet progression rules and where fees were paid in advance of notification of that exclusion;
  - 3.1.3 There is death of a close family member of the student (parent, sibling, spouse or child); or
  - 3.1.4 Other special or extenuating circumstances, including political, civil or natural events affect the student.

### **4. Refunds for Students who obtain Permanent Resident Visa Status**

- 4.1 Permanent resident status is recognised from the date that the permanent resident visa is formally notified to the student and not the date on which the application for the permanent visa was made.
- 4.2 If a student obtains Australian permanent resident status before his or her enrolment in a course but after the date of the Letter of Offer for the course, the fee-paying overseas place will be withdrawn. If the student wishes to continue study at the Institute he or she must apply for a local student place and will be subject to the same selection criteria applicable to these applicants and will be liable to pay the Tuition and Service and Amenity Fee for that course. If the student has already paid the tuition fees applying to international students for this semester, or any future semesters, a total refund of these fees is payable to the student.
- 4.3 If a student obtains a permanent resident status after enrolling in a course, the student will be liable to pay the tuition fees applying to international students for that semester in which the permanent resident status was granted.

### **5. Payment of Refunds**

- 5.1 In circumstances where a the Institute course does not start on the agreed starting date, or in which the Institute stops the course after it starts and before it is completed or where the course is not provided fully to the student because the Institute has a sanction imposed by a government regulator, the refund of fees will be paid in full to the student within 2 weeks.
- 5.2 In any other circumstance, the Institute will refund the amount within 4 weeks after receiving the completed and signed Refund Application Form together with appropriate supporting documentation.
- 5.3 Refunds will be made in Australian dollars to the same person or body from whom the original payment was received on behalf of the student.
- 5.4 Date of the notification for request for refund is the date the request for a refund is received at the International branch of the Institute.

5.5 In the event that a student wishes to contest the decision on a refund request, he or she would have access to the Institute's existing dispute resolution procedures. These procedures would not circumscribe the student's right to pursue other legal remedies.

## 6. **Package Fees Refunds**

6.1 A full refund will be made under the categories A1-3 and B as above.

6.2. Where a student has paid a package course fee deposit in advance and gives notice that they cannot undertake the principal course or is granted a release from the requirement to study 6 months of the principal course a refund of the deposit paid for the principal course will be paid less \$1000 administrative fee.