



## VET and ELICOS Fee Refund Policy

### Scope

This policy applies to QIBA students who are studying full time in VET or ELICOS (English language) programs.

#### 1. Refunds in full

QIBA will ensure that all students are treated fairly and with integrity when applying for refunds. All applications for refund must be made in writing using the form available on our website.

1.1 Tuition fees will be refunded in full where:

- a. the course does not start on the starting date notified in the Letter of Offer and Written Agreement;
- b. the course is discontinued after it starts and before it is completed; stops being provided after it starts and before it is completed;
- c. the course is not provided fully/not being delivered to the student because QIBA has a sanction imposed by a government regulator; or
- d. an offer of a place is withdrawn by QIBA and no incorrect or incomplete information has been provided by the student.

1.2 Instead of refunding all tuition fees, QIBA may offer the student a place in an alternative course and the student can decide whether to accept this offer or not.

1.3 QIBA may also arrange for another course, or part of a course, to be provided to the student at no additional cost, as an alternative to refunding the course money. Where the student agrees to this arrangement, QIBA will not be liable to refund the money owed for the original enrolment.

1.4 If the student accepts a place in another QIBA course, a new letter of offer and written agreement will be generated and provided to the student for acceptance.

1.5 If QIBA is unable to provide a refund or offer the student a place in another course, the Tuition Protection Service (TPS) of which QIBA is a member will place the student in an alternative course at no extra cost to the student. If this is not possible, the student is entitled to a refund as calculated by the Authority.

1.6 A full refund will also be provided to students in the following circumstances:

- a. a student is unable to obtain a student visa;
- b. a student cannot commence the course because of illness or a disability;



- c. where there is death of a close family member of the student (parent, sibling, spouse or child);  
or
- d. at the discretion of the Principal or approved representative, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events.

## **2. Partial Refunds**

### **2.1 Partial refunds will be provided in the following circumstances:**

- a. If a student who has accepted an offer of a place gives more than 28 days written notice before the commencement of the study period that they will not be undertaking the course, the tuition fees paid for the study period are refundable less the application fee.
- b. Where a student has not met the conditions included in the letter of offer and withdraws 1 – 28 days before Course commencement, the tuition fees paid for the term period will be refunded less the application fee.
- c. Where a student withdraws from a course 1 – 28 days before the course commencement, except for the reasons set out in 1.6, 50% of the tuition fees paid thus far will be refunded.

## **3. Students who are not eligible for a refund**

### **3.1 Refunds will not be provided in the following situations:**

- a. Where QIBA terminates a students' enrolment, because of a failure to comply with QIBA policies such as the Student Code of Conduct, or unsatisfactory course progress or attendance;
- b. If a student's visa is cancelled during a study period;
- c. If the student withdraws from a course after the course start date; or
- d. If QIBA makes an offer and the student provides incorrect or incomplete information, the offer will be withdrawn and no refund will be payable.

## **4. Cooling off period**

QIBA provide a ten (10) business day cooling off period to students, during which time the student can withdraw their acceptance. The cooling off period commences from the date the student signs the Letter of Offer (and payment agreement). A full refund of prepaid tuition fees (less the Application Fee) is available to the student during this period so long as the course has not yet commenced.

## **5. Payment of refunds**

### **5.1 Eligibility for a refund will be assessed based on this Policy.**



- 5.2 If a student's refund application is approved, the student's enrolment will be cancelled and fees refunded as per this policy.
- 5.3 Students, who withdraw from a course and wish to seek a refund or have the amount they owe on their fees reduced, must apply to QIBA in writing using the Refund Application Form. Students who have not completed these forms are not eligible for consideration of a refund or reduction in fees.
- 5.4 Refunds will be paid within 14 days in full to students when (provider default section - 27.1 of ESOS Act 2000):
  - a. a course doesn't start on the agreed starting date; or
  - b. a course is stopped after the course has commenced and before it is completed or
  - c. a course is not fully provided to the student because of a sanction put on QIBA.
- 5.5 In all other circumstances agreed refunds will be paid within 28 days of receiving the completed Refund Application Form with supporting documentation as required (student default section - 27.2 of ESOS Act 2000).
- 5.6 The outcome of the refund assessment will be provided by written notice to the student's registered email address, outlining the decision and reasons for the decision along with any applicable refund or adjustment notice.
- 5.7 Refunds will be paid in Australian dollars to the person who made the original payment.
- 5.8 Where a student does not agree with the refund decision, he or she may access the QIBA Complaints and Appeals process.

**NOTE:** The right to make complaints and seek appeals of decisions and action under various processes does not affect the rights of the student to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies.

## **6. Requests for Refund of Tuition Fees**

A student who wishes to apply for a Refund in accordance with this Refund Policy should do so by filling in a Refund Application Form and submitting it to QIBA. The Refund Application Form can be found on the QIBA website.

## **7. Limiting fees being paid in advance**

Under the ESOS legislation QIBA is not allowed to collect more than 50 per cent of the total tuition fees for the whole course before the course start date, unless the course is 24 weeks or less. After the course start date QIBA cannot require student to pay any remaining tuition fees until two weeks before student's second study period.

QIBA acknowledges that it has a responsibility under the Standards for Registered Training Organisations to put in place protection measures should learners choose to pay more than 50% of tuition fees in advance of



their training and assessment services being delivered. To meet our responsibilities QIBA will maintain current membership of the Tuition Protection Service (TPS) as required by clause 7.3 of the ASQA Standards. As per the TPS requirement QIBA will hold all tuition fees paid before the course commencement date in a designated trust account. This requirement only applies when the payment for the fees are being made directly by an individual that falls under the protection of Australian Consumer Law. By this we generally mean the learner or the learner's family member.

## **8. The Tuition Protection Service (TPS)**

The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:

- a. complete their studies in another course or with another education provider; or
- b. receive a refund of their unspent tuition fees.

In the unlikely event QIBA is unable to deliver a course a learner has paid for, and does not meet their obligations to either offer an alternative course accepted by the learner or pay a refund of unspent prepaid tuition fees (this is called a provider's 'default obligations'), the TPS will assist the learner in finding an alternative course or to get a refund if a suitable alternative is not found.

For further information regarding TPS [click](#) here.

## **9. Payment of GST**

GST is exempt under section 38-85 GSTR 2003/1 Goods and Services Tax, tax ruling. The ruling explains the supply of a course for 'professional or trade course' is a GST-free education course.

ATO reference: <http://law.ato.gov.au/atolaw/view.htm?docid=GST/GSTR20031/NAT/ATO/00001>

Where a student is enrolled in a course which is offering units of competency or a whole qualification, the course fees attached to this enrolment will be exempt from the payment of GST. GST does apply on the payment of some miscellaneous charges where these charges are in addition to and outside the normal services offered in a course.

## **10. Reference documents**

All reference documents mentioned below can be located on the QIBA website within Policies and forms; <https://www.qiba.edu.au/policies-forms-2/>

- a. QIBA Fee Refund Form
- b. QIBA Complaints and Appeals Policy
- c. QIBA Complaints and Appeals Form
- d. QIBA Privacy and Personal Information Policy
- e. QIBA Student Code of Conduct Policy