



Document Control

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Author	Genevieve Healy
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International Student Refund Policy

King's Own Institute (KOI) *International Student Refund Policy* sets out KOI's policy on the refund of monies to students for fees and charges related to study at KOI, where the student does not study for part or any of the period in which they were to study.

This policy applies to refund of the **UNUSED PORTION OF TUITION FEES ONLY** which have been paid in advance, including any money collected by education agents on behalf of KOI, and is based on the assumption that any fines or other incidental fees incurred during enrolment with KOI have been or are to be paid in full. Processing / administrative fees for courses, including enrolment fees, fines and incidental fees where applicable, are non-refundable (see Section 3 below for a list of non-refundable fees and charges). Discontinuation of study does not negate or void any incurred and non-refundable liability to pay fees and other monies owing to KOI.

1. Objectives

The objectives of this policy are to:

- Provide students with an understanding of when, how and in what amount they may be eligible for a refund of some or all fees paid to KOI;
- Comply with KOI's responsibilities under all relevant legislation.

2. Definitions

Due date (for payment of fees) The deadline for payment as shown on the fee invoice and indicated in the *Letter of Offer and Written Agreement*.

International student A student who is not a Domestic student, including students on temporary residence visas and any visa which allows a student from overseas to study in Australia. International students will be charged enrolment related fee(s) and must pay for Overseas Student Health Cover (OSHC).

Overseas Student Health Cover (OSHC) It is an Australian Government requirement that all international students studying in Australia on a student visa are covered by Overseas Student Health Cover (OSHC) for the duration of their visa. If students are accompanied by family and children, they must have the compulsory family policy for OSHC.

3. Non-refundable Fees and Charges

Some administrative and incidental fees and charges are not refundable once incurred. These include:

Other fees and Charges (non-tuition fees) are non-refundable. These include:

Item	Fee
Enrolment Fee (includes RPL assessment if relevant)	\$250
Reinstatement of Enrolment Fee	\$250
RPL Assessment after eCoE issued	\$100



Revised eCoE (2 nd or subsequent eCoE's issued for any reason)	\$150
Simulation software licence fee (if applicable)	At cost set by the software provider (indicative cost - \$68.00 in T0115)
ID Card Replacement	\$10
Late payment Fee	\$200
Late withdrawal fee	See 5.1 Circumstances 6 and 7 below
Replacement Testamur	\$50
Interim Transcripts	\$10
Replacement Completion Letters	\$15
Replacement Official Transcript	\$15
Replacement Cross-Institutional Transcript	\$15
Library Late Return Fee	\$2 per day
Library lost Items	\$200
Additional Printing	10c per single sided page
Hire of graduation gown and mitre	At cost

4. Applying for a Refund

Unless otherwise stated in the *Refund Schedule* (available at www.koi.edu.au), students applying for a refund must complete a *KOI Refund Request Form* and attach the relevant documents. In addition, students may need to complete some additional forms such as the *Withdrawal from Course Form* or provide other written applications, depending on the specific circumstances of the refund request.

Relevant forms and documentation should be submitted in hard copy to Reception, King's Own Institute, Level 1, 31 Market Street, Sydney NSW 2000, Australia or by email to accounts@koi.edu.au.

Requests for refunds should normally be made within 14 days of an event which qualifies the student for a refund. Students must ensure that all sections of the form are completed before submission to KOI, and they must attach all required documentation. Contact details must be provided, including at least one telephone number and one valid email address. The *Refund Request Form* must be signed by the student, or in the event that the student does not have the legal capacity to do so, by the student's parent or guardian. The original form must then be returned to KOI in order for the refund payment to be processed.

4.1 Deferral of Studies

Where a student, after accepting an offer of admission, gives written notice before the commencement of the course of his/her intention to defer commencement of study to the next available intake, all tuition fees may be transferred to the next available intake. A place may be deferred for up to twelve (12) months.

If, after being approved to defer the commencement of a course, a student gives written notice that he/she does not intend to take up a place, the tuition fees held in credit will not be refunded.

5. Refund Eligibility

5.1 Circumstances Where a Refund WILL be Paid

(Note: Refunds apply only to the unused portion of tuition fees paid in advance – administration fees and other charges incurred e.g. fines are not refundable unless otherwise indicated.)

Circumstances under which refunds will be paid		Refund Payable
1	KOI is unable to deliver a course in full. Note: As an alternative, KOI may offer a place in an alternative course, either at KOI or another CRICOS registered provider, at no extra cost to the student	Full refund of all money paid to date (including the administrative fees in this instance) OR Nil refund if alternative course is accepted



2	KOI withdraws the offer of enrolment because the student is unable to meet conditions associated with the enrolment e.g. fails a preliminary program or fails to reach a stated level of English which is stated as a condition of offer in the eCoE, letter of offer, or any other correspondence provided to the student.	Full refund of unused tuition fees paid to date
3	The student's initial student visa application is rejected	Full refund of unused tuition fees paid to date
4	The student's visa application is delayed by circumstances beyond the student's control and is not ready in time for the student to begin the program for which they applied (Note: a visa delay caused by the student's own action or inaction is not considered a circumstance beyond the student's control).	Full refund of all money paid to date (including the administrative fees in this instance)
5	KOI withdraws an offer of enrolment based on incorrect or incomplete information provided by the applicant	Full refund of unused tuition fees paid to date
6	Written notice of withdrawal (the student's decision for any reason) is received by KOI more than 4 (four) weeks before the start of trimester e.g. a student chooses to withdraw the visa application.	Refund of unused tuition fees paid to date less 30% of the FULL trimester fee retained as an administration fee
7	Written notice of withdrawal (student's decision for any reason) is received by KOI 0 - 4 weeks before the start of trimester e.g. student chooses to withdraw the visa application	Refund of unused tuition fees paid to date less 50% of the FULL trimester fee retained as an administration fee.

5.2 Circumstances Where a Refund MAY be Paid

	Circumstances under which refunds may be paid	Refund Payable
8	Compassionate or Compelling Circumstances (see below) Written notice of withdrawal due to compassionate or compelling circumstances beyond the control of the student, accepted as unforeseeable by the student prior to enrolment.	Full, partial or no refund solely at the discretion of the CEO & Dean, and dependent on circumstances
9	The student's visa is cancelled, or an onshore visa extension application is refused by the Department of Immigration and Border Protection.	Full, partial or no refund solely at the discretion of the CEO & Dean, and dependent on circumstances

5.3 Circumstances Where a Refund WILL NOT be Paid

No refund will be paid if a student under the following circumstances:

1. A student withdraws after the beginning of trimester
2. KOI cancels a student's enrolment because the student fails to maintain satisfactory course progress
3. KOI cancels a student's enrolment because the student fails to maintain satisfactory attendance
4. KOI cancels a student's enrolment because the student is found guilty of academic or behavioural misconduct as specified in the KOI *Academic Misconduct Policy* or the *Student Misconduct (Non-Academic) Policy*
5. KOI cancels a student's enrolment because the student supplies fraudulent, forged or deliberately misleading documentation
6. KOI cancels a student's enrolment because the student fails to pay course or other fees – KOI reserves the right to pursue the collection of unpaid fees and other charges incurred via any legal method available.
7. A student arrives after the last enrolment date for their course, is permitted to enrol, then withdraws.

Students who are granted permanent resident status while studying at KOI will not be eligible for a refund of the fees for the remainder of the trimester in which they are currently enrolled. Should they continue their studies with KOI, they will be charged the current domestic fees for the remainder of their course.



5.4 Compassionate or Compelling Circumstances

The following definitions and guidelines are applied in determining special circumstances.

1. Special circumstances which would make it impracticable for the person to complete the requirements for the unit of study may include:

- Medical circumstances which may include illness or injury, hospitalisation, treatment programs, exacerbation of existing medical conditions or disability, resulting in a person's medical condition changing to such an extent that they are unable to continue studying. The application must be accompanied by an original medical certificate, or certified copy. **Note:** normally progressing pregnancies do not meet the criteria of special medical circumstances.
- Compassionate circumstances which may include loss or bereavement, such as the death of a family member, immediate relative or close friend, or family relationship breakdown, substantial unplanned carer's responsibilities to members of their immediate family or household, significant disruption to domestic arrangements, hardship or trauma, being the victim of a crime, legal commitments, accidents or natural disasters.
- Employment related circumstances, which may include sudden loss of income or employment, unavoidable relocation or military service.
- Course related circumstances which may include changes made by KOI to the course so that the student is disadvantaged by not being able to complete a unit of study in which they had enrolled and not receiving credit towards another unit of study.

2. Special circumstances must satisfy the following conditions:

- beyond a person's control, i.e. not due to the person's action or inaction, either direct or indirect, and for which the person is not responsible,
- do not make their full impact until on or after the census date for the unit of study in question, i.e. the circumstances occur
 - before the census date but worsen after that day, or
 - before the census date, but the full effect of magnitude does not become apparent until on or after that day, or
 - on or after the census date, AND
- make it impracticable for a person to complete the requirements for the unit of study.

3. The situation must be unusual, uncommon or abnormal to be considered special circumstances.

Special circumstances **do not** include:

- a lack of knowledge;
- less than anticipated academic ability;
- a person's incapacity to repay a Higher Education Loan Programme (HELP) debt.

Claims related to special circumstances must be supported with appropriate documentary evidence to allow impartial assessment of the claim.

Supporting documentary evidence may include (but is not limited to):

- original signed and sufficiently detailed medical certificates;
- police reports;
- signed and witnessed statutory declarations (or similar);
- any other evidence which supports the student's claim;
- any other documentary evidence as requested on behalf of the CEO & Dean or Fees Review Officer.

Refunds under compassionate or compelling circumstances are solely at the discretion of the CEO & Dean or nominated Officer, and are dependent on individual circumstances.

5.5 Overseas Student Health Cover

Overseas Student Health Cover (OSHC) will be refunded by KOI if the student is unable to complete the course in the circumstances described in this policy, provided KOI has not disbursed funds to KOI's nominated OSHC provider. Subject to the *ESOS Act 2000*, if funds have been disbursed to the provider, the student will be responsible for contacting the provider directly to apply for their OSHC refund. Students must provide the OSHC provider with the following information when applying for a refund: full name, date



of birth, membership number (given to the student by the OSHC provider), together with the reason for refund and evidence of transferring to another university, or the date of departure from Australia.

6. Payment of Refunds

Refunds will be reimbursed in Australian dollars and the payment sent to the applicant's home country bank account unless otherwise requested by the student in writing. Refunds will be paid to the student or the person specified in the *Refund Request Form*. If a currency other than Australian dollars is requested, the student will be expected to cover the exchange rate fees as charged by the bank of either party – this amount will be deducted from any refund. The exchange rate will be as per the rate offered on the day of transfer by KOI's bank.

Unless otherwise advised, refunds will be paid within 28 days of the completed documentation and *Refund Request Form* being submitted to KOI. Incomplete forms or forms without sufficient supporting documentation may cause processing delays.

7. Appeals of Decisions / Complaints

Students may ask for a review of any decision relating to refund applications and payment related matters. Initial appeals should be made by asking to speak to a Finance and Accounts Officer. Students requesting an appeal may be asked to provide supporting evidence and a written statement of appeal.

If, after 30 days from submission of a request to appeal a refund decision the student has not been notified of an outcome, or if the student wishes to formally appeal the decision, the student may do so by following the procedures set out in the *Complaints and Appeals Policy*. Students have access to both internal and external appeals.

8. Implementation of External Review Decisions

Following an External Review of an appeal, the CEO & Dean or delegated person will receive written advice regarding the outcome of the review, and any decided outcomes or further actions. This written advice will be acknowledged within 5 working days of receipt of the advice.

KOI will advise the applicant of the receipt of the advice and any actions KOI will take as a result.

Depending on the specific contents of the advice, KOI will implement the outcomes and further actions within 28 working days of the receipt of the advice if practicable, or identify an appropriate timeline(s) for any course of action not able to be implemented within the timeframe.

The CEO & Dean or delegated person will advise all relevant parties in writing, providing evidence where relevant e.g. a copy of the refund payment details where a refund has been advised.

9. Privacy

KOI will maintain the confidentiality and privacy of student information. However, information collected from students in the application process will, as required, and in accordance with the *ESOS Act*, The *National Code 2007* and the *Migration Act 1958*, be provided to the *Department of Education*, the *Department of Immigration and Border Protection (DIBP)* and other State or Territory government agencies. KOI is bound by the Australian Privacy Principles (APPs) under the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* with respect to the collection, use and disclosure of personal information. For more information please see KOI's *Privacy Policy* available on the KOI website.

10. Australian Consumer Law

This *Refund Policy*, and the availability of a complaints and appeals process, does not remove the right of a student to take action under Australia's consumer protection laws.

***** END OF POLICY *****