

Preamble:

The 2022 Commonwealth Ombudsman's issue paper on refunds for overseas students during the pandemic found that many refund policies were unfair or unreasonable. It also found that in many cases overseas students were being unfairly dealt with by Registered Training Providers (RTOs). This refund policy has been written taking the Commonwealth Ombudsman's issue paper and concerns into account.

1.0 Overview

- 1.1 This policy and procedure is in line with the ESOS Act specifications under section 46 (B), 46D (7) and 47E (4).
- 1.2 The purpose of this policy is to set out the circumstances under which students are entitled to a refund and the associated procedures for handling refunds.
- 1.3 The Chief Executive Officer (CEO) is responsible for the implementation of this policy
- 1.4 At all times the execution of this policy must ensure that any decision is compliant, fair and reasonable.

A contract is compliant if it fulfills all the elements of a contract.

A term of a consumer contract is unfair if it:

- would cause a significant imbalance in the parties' rights and obligations arising under the contract
- is not reasonably necessary to protect the legitimate interests of the party who would be advantaged by the terms; and
- would cause detriment (whether financial or otherwise) to a party if it were to be applied or relied on.

In deciding whether a term is unfair, a court may consider the matters that it considers relevant but must take into account:

- the extent to which the term is transparent; and
- the contract as a whole.

A contract is considered reasonable, if a reasonable person (anyone without a direct interest) would consider it reasonable.

2.0 General Guidelines

- 2.1 . Refund application requests must be made in writing on the student refund request form provided at Brighton Institute of Technology (BIT), or alternatively, the refund request form may be downloaded from the website (www.bit.edu.au)
- 2.2 The completed form must be submitted to the administration department.
- 2.3 The Student Administration will process and approve the refund amount (if applicable) based on the circumstances listed below.
- 2.4 Refund will be made only to the person stated in the refund request form and the student will be informed about the same via an email. All refunds will be made in Australian Dollars.



- 2.5 If the student is not eligible for any refund, based on the circumstances as stated below, the student shall be informed of the same via an email/letter.
- 2.6 Any refund given will be recorded in the Student Information System so that each student's financial status is known.
- 2.7 The student has a right to lodge an appeal with the college if they are not satisfied with the decision /outcome of the refund request.

3.0 Application

- 3.1 This policy applies to all students at Brighton Institute of Technology (BIT).
- 3.2 For the purpose of this policy BIT makes no distinction between students that are on or off shore.

4.0 Refunds for students requesting release to another provider

- 4.1 BIT will only release a student to another provider if all fees etc. owing have been paid
- 4.2 On the presentation of a letter of offer from another provider BIT will refund any unused fees for the remainder of the student's current course less an administration fee of \$500.00 (if a release is granted)

5.0 Procedure

The various situations applicable for refund are highlighted below.

5.1 Provider default

Should the provider not be able to offer or complete the course (for any reason) that the student has enrolled in, all unused tuition fees will be refunded: i.e., the course does not begin on the agreed commencement date then a full refund of all fees will be made. If the student has completed half the course, then, half the tuition fees will be refunded, if 25% of the course has been completed then 75% of tuition fees will be refunded and so on.

The refund will be paid within 10 working days of the course ceasing to be provided.

Alternatively, the learner may be offered enrolment in an alternative course by BIT at no extra cost. The learner has the right to choose whether they would prefer a refund of course fees, or to accept another course offered by BIT.

5.2 Student default/visa refusal

1. Student withdraws after the commencement of the course. There will be no refund of any monies paid. (This can be altered at the discretion of the CEO, based on the principals stated above).
2. Student withdraws before the commencement of the course. If the student withdraws prior to the commencement date BIT will refund the total course fees received from the student paid prior to the course commencement date:



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- 10 weeks or more prior to the course commencement. A 70% refund of Monies paid for tuition fees will be issued to the student.
 - In the event that the student requests a refund in writing 6 weeks up to 9 full weeks prior to the course commencement. A refund of 50% of monies paid for the tuition fees will be issued to the student.
 - In the event the student requests a refund in writing 5 full weeks or less prior to course commencement. There will be no refund of monies paid.
3. If a student fails to attend a course after the start of the Course (without a reasonable reason). No refund will be issued.
 4. In the event that the student seeks and is granted approval by BIT to transfer to another provider prior to the completion of six months study in their principal course. No refund will be issued.
 5. If a student chooses to pay Tuition Fees using an agreed instalment payment plan. No refund will be issued for any course money (paid on instalment basis). Instalments paid will be for course fees due and payable to the college for services already rendered.

***A written request for refund and proof of visa refusal from the Australian Government must be sent to the College no later than four weeks after visa refusal.**

5.3 Student requiring a release from another provider

Should a student already enrolled with another provider wish to transfer to BIT, and it is necessary for the other provider to provide a release, and that release is not forthcoming BIT will refund all monies paid less \$300.

5.4 Non-tuition fees.

In the case of a student withdrawing from a course after books/uniforms etc. have been purchased by BIT on their behalf, no refund will be allowed. Should BIT receive notice that the student will not be attending before the purchase of books, uniform etc. the full amount paid in non-tuition fees will be refunded.

6.0 Conditions

6.1 At the time of enrolment any Credit Transfer (CT)/ Recognition of Prior Learning (RPL) will be discussed & granted after the student provides sufficient evidence. If the Credit Transfer allows shortening of the duration of the course pro-rata fees will be worked out and offered to the student. Once the student accepts this offer, there will be no further reduction of the fee.

6.2 Fees not listed in this refund section are not refundable. Prior to a student enrolling, fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any fee increases will be required to be paid.



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6.3. If a student withdraws after any number of deferments. The date on the original CoE will be considered for the purpose of determining the date of commencement of semester/course in relation to the college refund policy and other related policies