

Refund Policy and Procedure

Relevant standard: Standards for Registered Training Organisations (RTOs) 2015, Clause 5.3 and 7.3

AIWER is entitled to charge fees for services provided to learners undertaking training and assessment that leads to a nationally recognised outcome. These charges are generally for items such as course materials, textbooks, learner services and training and assessment services.

Fees payable

Fees are payable when the student has signed the student agreement to signify their acceptance of enrolment offer made by AIWER. Fees must be paid in full within ten (10) days of receiving an invoice from AIWER. AIWER may withdraw an offer of enrolment or discontinue training if fees are not paid as required.

Students are required to pay an application as specified in the current Schedule of Fees and Charges. The application fee is non-refundable. Student must also pay the minimum initial tuition fees on successful admission to a programme as specified in the current Schedule of Fees and Charges. Further tuition fees are payable for the course as specified in the current Schedule of Fees and Charges unless the student has requested to make a larger payment and confirmed this in writing.

For international students, it should be noted that an RTO cannot require students to pay more than 50 per cent of their tuition fees before they start the course. A student or the person responsible for paying the tuition fees, may choose to pay greater than 50 per cent of their tuition fees before they start their course. If the student requests this, AIWER must be able to show evidence that the student has exercised choice in how much of their tuition fees are paid up front.

For domestic students, the normal fee protection arrangements apply. Please refer to the section below “Limiting fees being paid in advance”.

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 for the extended component of the course.

Schedule of Fees and Charges

The Chief Executive officer is responsible for approving AIWER Schedule of Fees and Charges. The schedule of fees and charges is to include the following information:

- the total amount of all fees including course fees, administration fees, material fees and any other charges for enrolling in a training program;
- payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/administration fee;
- the nature of the guarantee given by AIWER to honour its commitment to deliver services and complete the training and/or assessment once the learner has commenced study;

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- any discounts, fee reductions or exemptions available for multiple enrolments, concession card holders, continuing learners, group bookings etc;
 - the fees and charges for additional services, including such items as issuance of a replacement qualification parchment or statement of results and the options available to learners who are deemed not yet competent on completion of training and assessment; and
 - AIWER refund policy.

Giving notice of enrolment cancellation

A learner who wishes to cancel their enrolment must give notice in writing. This may be via email or letter. AIWER staff who are approached with initial notice of cancellation are to ensure the learner understands their rights with regards to the refunding of tuition fees. The learner is also to be advised of other options such as suspending the enrolment and re-commencing in another scheduled training program.

Learners who give written notice to cancel their enrolment and who are eligible for a refund are to be provided with a Refund Request Form. Learners' who may not be eligible but are requesting a refund should also be provided with the Refund Request Form so the request can be properly considered by the Chief Executive Officer.

Refunds policy

The following refund policy will apply:

- **Prior to commencement.** Learners who give notice to cancel their enrolment **28 days** or more prior to the commencement of a course will be entitled to an 80% refund of fees paid.
- **Prior to commencement.** Learners who give notice to cancel their enrolment within 28 days prior to commencement of a course and before the course commencement date will be entitled to a 50% refund of fees paid. The amount retained (50%) by AIWER is required to cover the costs of staff and resources which will have already been committed based on the learner's initial intention to undertake the training.
- **After commencement.** Learners who cancel their enrolment after a course has commenced will not be entitled to a refund of fees of any fees paid in advance. An exception to this policy is where AIWER fails to fulfil its service agreement and fees are refunded under our guarantee to clients.
- **Refunds – Refused student visa.** A student who is refused a student visa to study in Australia will be entitled to a 100% refund of fees paid less the application fee. Evidence from the relevant Australian Government Department that the Visa was refused will need to be provided to AIWER.

Discretion may be exercised by the Chief Executive Officer in all situations if the learner can demonstrate that extenuating or significant personal circumstance led to their withdrawal. In these cases, the learner should be offered a full credit toward the tuition fee in another scheduled program in-lieu of a refund. Chief Executive Officer may also authorise a refund of tuition fees if the circumstances require it.

Where refunds are approved, the refund payment must be paid to the learner within 14 days from the time the learner gave written notice to cancel their enrolment. Tuition refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the learner on the Refund Request Form.

AIWER enrolment fees are non-refundable in all circumstances

In the case where a student enrolls through a registered AIWER agent a refund will be paid to this agent.

If the visa application is rejected, tuition fees are refunded in full. AIWER requires official confirmation from the local Australian Embassy or Consulate that the student is unable to obtain a visa.

AIWER refunds are not transferable to another person.

No refunds will be made for classes missed due to exams, excursions, internships or other obligations that fall outside the normal schedule of classes.

In the case of student suspension or expulsion there will be no refund of fees.

AIWER reserves the right to cancel a course if intake numbers are insufficient. In the unlikely event that AIWER is unable to deliver a student's course in full, a refund will be offered for all the unused course money paid to date. The refund will be paid to the student within 2 weeks of the day on which the course ceased being provided. Alternatively, enrolment may be offered in a different course by AIWER.

Refunds – Refused student visa

A student who is refused a student visa to study in Australia will be entitled to a 100% refund of fees paid less the application fee. Evidence from the relevant Australian Government Department that the Visa was refused will need to be provided to AIWER.

Statutory cooling off period

The Standards for Registered Training Organisations require a person is to be informed of their right to a statutory cooling off period, if one is applicable. A statutory cooling off period is defined within the Australian Consumer Law introduced in 2011. A statutory cooling off period (which is 10 days) is a period of time provided to a consumer to allow them to withdraw from a consumer agreement, where that agreement was established through unsolicited marketing or sales tactics. These include tactic such as door-to-door sales and telemarketing. A statutory cooling off period allows a consumer to withdraw from a sales agreement within 10 days of having received a sale contract without penalty. All staff are recommended to refer to the [Australian Consumer Law, Sales Practices Guide](#) for further details about a statutory cooling off period and our general obligations for consumer protection during the enrolment process.

AIWER do inform prospective learners within the learner handbook. It must be noted by all staff that AIWER do not engage in unsolicited marketing or sales tactics and therefore a statutory cooling off period is not applicable to our learners who have enrolled into a program through contacting us. For refund option in other circumstances, learners and staff must refer to the refund policy.

Refunds – Misconduct

No refund will be granted to a student whose enrolment is terminated for failure to comply with AIWER's policies and procedures and the requirements of their visa by Dept. of Home Affairs (DHA)

Students who commit behavioural misconduct after being formally warned are to have their enrolment cancelled and will not be entitled to a refund. Please refer to the Behaviour Misconduct Policy for further guidance.

Discretion may be exercised by the Chief Executive Officer in all situations, if the student can demonstrate that extenuating or significant personal circumstance led to the request. The Chief Executive Officer may also authorise a refund of tuition fees if the circumstances warrant it.

Where refunds are approved, eligible refunds will be made within 4 weeks after receipt of the claim. Monies refunded will be made in Australia Dollars (AUD). Refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the student on the Refund Request Form.

Refunds - Cancellation of a course by AIWER (Provider default)

If AIWER defaults, that is, if the course does not start on the agreed starting date or the course ceases to be provided before it is completed, AIWER will make every effort to transfer the students' enrolment to another college. If this is unsuitable the college will pay a refund of the unused portion of the course money received from the student. This refund will be paid to students within 2 weeks of the default day with a statement explaining how the refund amount has been calculated.

The Tuition Protection Service

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:

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

In the unlikely event AIWER is unable to deliver a course where fees have been paid in advance and it does not meet its obligations to either offer the student an alternative course that is accepted or pay the student a refund of the unspent prepaid tuition fees, the TPS will assist the student in finding an alternative course or offer a refund if a suitable alternative is not found.

In the case of provider default there is no requirement for a student to lodge a Refund Request Form.

Our Guarantee to Clients

If for any reason AIWER is unable to fulfil its service agreement with a learner, AIWER must issue a full refund for any services not provided. The basis for determining "services not provided" is to be based on the units of competency completed by the learner and which can be issued in a statement of attainment at the time the service is terminated.

Limiting fees being paid in advance

AIWER acknowledges that it has a responsibility under the Standards for Registered Training Organisations and the ESOS Act to limit the fees paid by learners in advance of their training and assessment services being delivered. The requirements for this vary slightly for international and domestic students.

- **Domestic Students.** AIWER may not accept payments in advance of services being delivered, exceeding \$1,500 from each learner at any time. This means not prior to the course commencing or during the learner’s enrolment. Following the course commencement, AIWER may require payments of additional fees in scheduled payments in advance from the learner but only such that at any given time, the amount required to be paid in advance is consistent with the portion of training being delivered. This requirement only applies when the payment for the fees are being made directly by an individual consumer that falls under the protection of Australian Consumer Law. By this we generally mean the learner or the learner’s family member. This requirement is not applicable where the fees are being paid by the learner’s employer or a funding authority. These are a business-to-business transaction and does not require the limiting of fees paid in advance. Also, if fees are being charged in arrears of the services being delivered (at the end of the course) then the need to limit the amount of fees does not apply. It only applies where fees are being sought in advance of the services being delivered.
- **International Students.** AIWER may not request payment of more than 50% of the total tuition fees before the student commences the course. Following course commencement, no further pre-paid tuition fees are taken before the beginning of the second study period. AIWER maintains a separate bank account to keep pre-paid tuition fees separate from day-to-day operating expense accounts. If a refund is payable before the student commences, the refund can be made in full and in a timely way without impact on the financial operations of the business or recourse to the Tuition Protection Service. The ESOS Act does allow that, if the student makes a specific request to pre-pay more than 50% of the tuition fee prior to their enrolment, AIWER may accept more that 50% under this circumstance; however, this should not become the normal practice and AIWER should not solicit this request.

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: [GSTR 2003/1 | Legal database \(ato.gov.au\)](https://www.ato.gov.au/ATO/external/pages/gstr20031.aspx)

Where a learner 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. Please refer to AIWER schedule of fees and charges for details of what GST is and is not applied to.

Miscellaneous Charges

AIWER will levy some miscellaneous charges for services. These may include:

- Re-issuing a certificate after it has been initially issued to a learner.
- Replacing issued learning materials which the learner has lost or damaged
- Re-assessment services
- Photocopy fee
- A late fee of 10% will be applied for all payments received after the scheduled due date on the Letter of Offer

These miscellaneous charges are to be clearly specified in AIWER Schedule of Fees and Charges. It is to be made clear if these services will include GST. All miscellaneous charges are to be based on a cost recovery basis and are not intended to be a source of profit.

Keeping students informed

To ensure that students are well informed of the financial considerations of their enrolment, AIWER undertakes to provide the following fee information to each student prior to enrolment:

- the total amount of all fees including tuition fees, application fees, materials fees and any other charges;
- payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/application fee;
- the nature of the guarantee given by AIWER to complete the training and/or assessment once the student has commenced study in their chosen qualification or course;
- the fees and charges for additional services, including such items as issuance of a replacement qualification testamur and the options available to students who are deemed 'not competent' on completion of training and assessment;
- the amounts that may or may not be repaid to the student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider) and
- the AIWER refund policy.

Learner complaints about fees or refunds

Learners who are unhappy with AIWER arrangements for the collection and refunding of tuition fees are entitled to lodge a complaint. This should occur in accordance with AIWER complaints policy and procedure.