

Refund Policy and Procedure

POLICY

1. The Institute of Hotel Management Australian (IHMA) will provide a fair and equitable refund arrangement for tuition fees, including deposits, paid to IHMA which is consistent with AQTF Condition 5, the ESOS ACT 2000 (9 March 2010) Division 2, Sections 27- 32 and the National Code Standard 3.
2. National Code Standard 3.2, a – d related information must be included in the IHMA Student agreement.
3. This policy and procedure should be used in conjunction with the Refund Application Form and process.
4. All refunds must be authorised by the Executive Director.

RESPONSIBILITY

The Executive Director is responsible for approving all tuition refunds. The Director of Finance and Administration is responsible for processing an approved refund application and will record the details of all refunds made.

PROCEDURE

1. Refunds shall only be considered upon receipt of a completed Refund Application Form from the student.
2. For any refund to be considered it must be made in writing setting out the reasons for withdrawal from the course and why a refund is sought.
3. The refund request must be sent by post to the Director Finance and Administration, IHMA C/- PO Box 200 Richmond Victoria Australia 3121 or to the IHMA Student Support Services Office at 12 Market Street Melbourne Victoria 3000.
4. All students receiving refunds will be provided with a written explanation of how the refund amount was calculated.
5. To apply for a refund of prepaid tuition fees from IHMA, students need to:
 - i. Download a Refund Application Form from the IHMA web site or collect one from the Student Services Office Ground Floor 12 Market Street Melbourne
 - ii. Complete the Refund Application Form detailing reasons for the application, as appropriate
 - iii. Submit the completed form to the Director of Finance and Administration, IHMA C/- PO Box 200 Richmond Victoria Australia 3121 or to the IHMA Student Support Services Office at 12 Market Street Melbourne Victoria 3000

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- iv. Refund requests will be processed by the Director and Finance and Administration within 2 weeks of the default day if due to provider default and 4 weeks for student default from the day that the application is received by IHMA.
- v. Once the refund process is completed, IHMA will write to the student via a refund advice letter that holds a calculation of fees paid, refunded and details of amounts that cannot be refunded.

Protection of Fees Paid in Advance

6. Student Tuition Fees paid in advance of training will be held in a trust account and protected by the ACPET Tuition Assurance Scheme (TAS). Tuition fees will be drawn down on to recoup cost associated with the training as it proceeds.

Domestic Students

7. Refunds shall only be considered in the following situations:
 - i. Where cancellation of a course occurs, a full refund of prepaid tuition and related fees will be issued. Enrolled students will be given at least 7 days' notice in the advent of a course being postponed or cancelled.
 - ii. Where a student submits an Application for Refund more than 14 days prior to commencement of a course a full refund of prepaid tuition and related fees will be issued.
 - iii. Where a student submits an Application for Refund within 14 days of the commencement date of a course a 75% refund of prepaid tuition and related fees will apply.
8. No refund will be issued where a student submits a Refund Application Form after the commencement date of a course.
9. Where a student cancels and has not made payment for a course; IHMA reserves the right to recover monies as follows:
 - i. More than 14 days prior to commencement no payment is required
 - ii. A payment of 25% is due and payable if notice of cancellation is given within 14 days prior to commencement of a course.
10. Funds are only transferable to other courses at the discretion of the Executive Director.

International Students

Provider Default

11. In the unlikely event that IHMA is unable to deliver your course in full, you will be offered a refund of all the course monies you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by IHMA at no extra cost to you
12. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement
13. If IHMA is unable to provide a refund or place you in an alternative course our Tuition Assurance Scheme (TAS) ACPET (OSAS) will place you in a suitable alternative course at no extra cost to you
14. Further, if ACPET (OSTAS) cannot place you in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place you in a suitable alternative course or, if this is not possible, you will be eligible for a refund as calculated by the Fund Manager
15. Where a student is in financial arrears with IHMA and wishes to withdraw from the course delivered by IHMA, the student will be able to enrol in another course at their own expense, in accordance with IHMA's Student Transfer Policy.
16. IHMA reserves the right to cancel a course or withdraw the offer of a place. Refunds in the case of provider default are covered by the provisions of the ESOS Act 2000 and the ESOS Regulations 2001 as follows:

(ESOS Act 2000, Section 27 - (1))

".....Provider Default

- (1) This Division applies to an overseas student or an intending overseas student in relation to a course if:
 - (a) the course does not start on the agreed starting day; or
 - (b) the course ceases to be provided at any time after it starts but before it is completed; or
 - (c) the course is not provided in full to the student because a sanction has been imposed on the registered provider under Part 6;

and the student has not withdrawn before the default day....."

- (1A) If a registered provider for a course has changed to become an entity of a different kind, the Minister may notify the provider in writing that the

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course is not taken, for the purposes of paragraph (1)(b), to have ceased to be provided merely because of the change. The notice has effect accordingly

(1B) In the deciding whether to give the notice, the Minister must have regard to:

- (a) the effect of the change on the delivery of courses and outcomes for students; and
- (b) any advice of the designated authority for a State that approved the provider as an approved provider for that state.

Student Default/Student initiated withdrawal

17. IHMA will refund all unexpended prepaid tuition fees to an international student or a student's authorised agent, where a written request for refund is supplied with verifiable evidence that establishes the right for refund under one or more of the following conditions (17 i. – 17 iv. below):

- i. Where DIAC refuses to grant a student visa.
- ii. Where **Special Circumstances** are evident (refer Definitions and Conditions at the bottom of this document).
- iii. Where a student voluntarily withdraws from an IHMA course and provides to IHMA written notice, at least 2 weeks in advance of the commencement date of the course.
- iv. Where a student is unable to fulfil the conditions specified in an IHMA letter of offer and that this is made clear to IHMA in writing, prior to the commencement date of the course.

18. Where a student fails to make a case under 17 i – 17 iv above, a student's refund application must then be assessed under points 19 – 23 below.

19. A student who withdraws from an IHMA course, for whatever reason, by notifying IHMA of their intention to withdraw and seeking a refund of prepaid tuition fees, within 2 weeks prior to the commencement date of the course, shall be entitled to 75% of any unexpended prepaid tuition fees.

20. A student who withdraws from an IHMA course, for whatever reason, by notifying IHMA of their intention to withdraw and seeking a refund of prepaid tuition fees, after the commencement date of the course shall not be entitled to a refund of prepaid tuition fees.

21. IHMA will not refund a student's enrolment fee or any administration fee/s charged for work undertaken to facilitate a student's enrolment such as Accommodation Assistance Fees or Airport Pick up Fees etc as these fees are consumed for services provided or dependent on course materials/resources purchased, supplied and/or used by students at the time of withdrawal or for refund claims.

22. Students are not liable for agent fees and/or commissions. IHMA will endeavour to recoup these fees/commissions directly from relevant agents.

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23. Course resources, such as Knife Kits, Uniforms and Course delivery and assessment material (Didasko and/or other prescribed Text Books/delivery and assessment tools) provided to the student are non returnable and fees paid for these are non refundable. Where specific materials (Didasko or First Aid Handbooks etc) have been ordered for the student, based on requirements in this student agreement and these are yet to be delivered, the student agrees, based on this student agreement, to take delivery of these specific materials and not seek to return the item/s or seek a refund for these item/s.

24. The ESOS Act 2000 defines student default as follows:

(ESOS Act 2000, Section 27 - (2))

".....Student Default

- (2) This Division also applies to an overseas student or an intending overseas student in relation to a course if:
- (a) the course starts on the agreed starting day, but the student does not start the course on that day (and has previously withdrawn); or
 - (b) the student withdraws from the course (either before or after the agreed starting day)....."
 - (c) the registered provider of the course refuses to provide, or continue providing, the course to the student because of one or more of the following events:
 - (i) the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;
 - (ii) the student breached a condition of his or her student visa;
 - (iii) misbehaviour by the student.

(3) In this Division

agreed starting day means the day on which the course was scheduled to start, or a later day agreed between the registered provider for the course and the student.

default day means;

- (a) The agreed starting day, if paragraph (1)(a) or (2)(a) applies;
Or
- (b) The day on which the course ceased to be provided, if paragraph (1)(b) or (c) applies; or

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- (c) the day on which the student withdraws from the course, if paragraph (2)(b) applies; or
- (d) the day on which the registered provider of the course refuses to provide, or continue providing, the course to the student, if paragraph (2)(c) applies.

(ESOS Act 2000, Section 29 - (1))

- (1) Unless section 28 applies, the registered provider (or former registered provider) for the course must pay the student;
 - (a) the total of the course money the provider received in respect of the student before the default day; less
 - (b) the total of the prescribed amounts relating to the expenses the provider incurred for the student for the course before the default day.

(A negative result is treated as nil).
- (2) For the purposes of paragraph (1)(b), the regulations may prescribe different amounts (including nil amounts) for students in different circumstances.
- (3) In a subsection 27 (1) case, the provider must pay the amount within 2 weeks after the default day.
- (4) In a subsection 27 (2) case, the provider must pay the amount within 4 weeks after the default day..."

Definitions and Conditions

1. Commencement Date

The course commencement date is the date the course commences according to either the commencement date that appears on the 'Letter of Offer' or on the 'Electronic Confirmation of Enrolment' (ECoE) – the latter of these two dates is the commencement date for the purposes of this refund policy.

2. To be considered 'unconsumed prepaid tuition fees', tuition fees must be:

- i. paid in advance of the commencement date of the course
- ii. cleared into the IHMA trust account by the financial institution or handling organisation (Australia Post, Bank and/or credit provider etc)
- iii. unconsumed by consumption of training, assessment or educative process for which the fees were intended.

3. Special Circumstances

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- i. Illness or disability preventing student starting or completing course
 - ii. Death of a close family member or significant other
 - iii. Political, civil or natural events affecting the student
 - iv. Other circumstances as determined by the Executive Director.
4. Unexpended prepaid tuition fee conditions
- a. For tuition fees to be considered as unexpended prepaid tuition fees the fees must be:
 - i. Prepaid
 - ii. Cleared into the IHMA trust account
 - iii. Unconsumed by way of tuition or the supply of resources or services to the student
 - iv. Free of claim by any IHMA educative or assessment service offered and/or accepted by the student.
5. General tuition fee refund conditions
- i. Students who believe they have been given an incorrect refund of course related fees are entitled to lodge a formal internal complaint or appeal regarding a refund decision. IHMA's complaints and appeals policy and procedure does not inhibit a student's rights to pursue other legal remedy.
 - ii. The IHMA refund policy and procedure and the availability of IHMA complaints and appeals processes, does not remove or alter the rights of the student under the ESOS Act or to take action under Australia's consumer protection laws.
 - iii. This refund policy is not intended to reduce or alter a student's rights under IHMA's Complaints and Appeals processes or policy and procedures, the Educational Services for Overseas Students Act (ESOS) or relevant Australian (Commonwealth) or Victorian consumer protection laws.
 - iv. All tuition fees are deemed as 'expended' unless they meet the test for 'unexpended tuition fees' at point 4 above. IHMA will not refund 'expended' tuition fees under any circumstances.
 - v. Refunds are normally provided in the form of a business cheque in Australian Dollars (AU\$) made payable to the student or the student's authorised agent. Electronic Funds Transfer (EFT) may also be utilised to overcome foreign banking policy or cheque negotiability difficulties. IHMA will deduct all EFT processing fees, transaction fees, taxes and currency exchange fees from the refunded amount where EFT is utilised.
 - vi. Where a student is in financial arrears with IHMA and wishes to withdraw from the course delivered by IHMA, the student will be

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able to enrol in another course at their own expense, in accordance with the IHMA Student Transfer Policy.

- vii. Where a student defers commencement in an enrolled course any prepaid fees will be held in trust for up to 24 months unless a full refund is requested.

Related Documents and /or Forms

Student Agreement
Complaints and Appeals
Student Induction and Orientation Forms
Refund Application Form
Student Information Services and Support Manual

Related Policy and Procedure

Complaints and Appeals Policy and Procedure

Related Regulation or ACT

AQTF Element 2.3, Condition 5
ESOS National code standard 3.2 and 8
ESOS Regulations 2001 Part 3 Division 3.4 Regulation 3.19
ESOS ACT 2000 Part 3 Division 2 Section 27 to 32

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