
	Student Refund Policy	Index: Administration/Financial		
		Policy No:	AF.3.1	

1 POLICY STATEMENT

Blue Mountains International Hotel Management School Pty Limited ACN 004 004 317 (BMIHMS) policy on the refund of tuition fees has been determined in accordance with the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students* (the National Code), the *Education Services for Overseas Students Act 2000* (ESOS Act 2000), *Education Services for Overseas Student Regulations 2001* (ESOS Regulations 2001) and *Higher Education Support Act 2003* (HESA Act 2003). This policy applies to all domestic and international students irrespective of who pays the tuition fees.

Important Note: In the event that –

- (a) BMIHMS does not start the course on the agreed starting date;
- (b) or the course ceases to be provided by BMIHMS 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 BMIHMS under Part 6 of the ESOS Act 2000;
- (d) and the student has not withdrawn before the day of default by BMIHMS;

all tuition fees paid by the student are fully refundable within 2 weeks after the default day in accordance with the provisions of the ESOS Act 2000 and the ESOS Regulations 2001.

2 PURPOSE

The purpose of this procedure is to document the process for refund of fees for all students completing a BMIHMS course.

3. PROCEDURE

3.1 TUITION FEE REFUNDS – INTERNATIONAL

3.1.1 In the event that an offer of a place is withdrawn all tuition fees paid are fully refundable, unless the offer was made on the basis of incorrect or incomplete information being supplied by the applicant/student in which case the tuition fees paid for the term are refundable less an administrative fee of up to 10% of the tuition fee for one term.

3.1.2 Where a student, after accepting an offer of a place, gives a minimum of four weeks written notice before the commencement of a term of an inability to undertake the course, the tuition

fees paid for the term are refundable less an administrative fee of up to 10% of the tuition fee for one term as applicable.

- 3.1.3 Where a student gives less than four weeks written notice before the commencement of the term of an inability to undertake the course, 50% of the tuition fees paid for the term are refundable.
- 3.1.4 Where a student withdraws from a course after the commencement of the course but within the first four teaching weeks of the term, 50% of tuition fees paid for the term are refundable.
- 3.1.5 In all cases where a refund is made BMIHMS will retain, in addition to any other amount BMIHMS is entitled to retain under this policy, the amount of any agent fee incurred by BMIHMS in recruiting the student.

TUITION FEE REFUNDS – DOMESTIC

- 3.2.1 Where a student withdraws from a course by the published census date, fees will be reversed in full.

4. REFUNDS RESIDENTIAL FEES & ACCOMMODATION BOND

Please refer to the Residential Fees (including Accommodation Bond) Refund Procedure AF.2.6.3

5. REFUNDS IN EXCEPTIONAL CIRCUMSTANCES

- 5.1 Where a student or the student's personal representative in the case of the death of a student gives written notice to BMIHMS within four weeks of the commencement of the term that he or she is withdrawing from a course due to exceptional circumstances being:
 - (i) inability to obtain a student visa; or
 - (ii) illness or disability; or
 - (iii) death of the student or a close family member (parent, sibling, spouse or child) or;
 - (iv) a political, civil or natural event which prevents full payment of fees or the student's attendance;

BMIHMS may in its sole discretion having regard to the exceptional circumstances grant a total or partial refund of tuition fees subject to the provision of documentary evidence in support of the application for a refund which is acceptable to BMIHMS.

6. DEFERRAL OF STUDIES

- 6.1 Subject to paragraph 6 of this policy, where a student, after accepting an offer of a place, gives written notice before or after the commencement of the course of their intention to defer their place in the course to the next available intake, all tuition fees will be transferred to the next available intake. The "next available intake" may be the following term, or the following year, depending on the course. A place may be deferred for up to 12 months. If, after deferring, a student gives written notice that they do not intend to take up their deferred place, 50% of the tuition fees paid are refundable.

7. NO REFUNDS

- 7.1 A student who withdraws or defers from a course for whatever reason after four teaching weeks of a term and/or after the Census data shall not be eligible for a refund. Note: This also applies to continuing students.
- 7.2 A student whose visa is cancelled shall not be eligible for a refund.

8. FEES REFUNDS RELATED TO INTERNATIONAL STUDENTS WHO OBTAIN PERMANENT RESIDENT VISA STATUS.

The Australian Government announced a package of Higher Education Reforms for implementation between 2004 and 2008, effective from 1 January 2005. These reforms are contained in the *Higher Education Support Act 2003*.

The reforms include changes in the following areas:

- Deregulation of BMIHMS fees and charges
- Changes to existing Contribution Schemes (HECS and PELS)
- Introduction of Higher Education Loan Programmes (HELP)
- Eligibility for Commonwealth assistance
- Introduction of a Student Learning Entitlement (SLE)
- Introduction of the Commonwealth Higher Education Student Support Number (CHESSN)

- 8.1 An international student who is granted Permanent Resident (other than a Permanent Humanitarian Visa) status in Australia will be liable to pay the Commonwealth Support Place (CSP) contribution, relevant to their course enrolment. Permanent Resident Status is recognised from the date stamped on the student's passport or on formal notification by letter from DIMA, not the date on which the application for change of status is made.
- 8.2 If the student has already paid the tuition fees applicable to international students for a semester or term, a total refund of these fees, less any agent fee incurred by BMIHMS in recruiting the student, will be payable to the student if the student has obtained Permanent Resident Status prior to the first census date associated to units contained in their enrolment
- 8.3 If the student obtains Permanent Resident Status after the first census date associated to units contained in their enrolment, the student will be classified as an international student for the remainder of that term. The student will be liable to pay the tuition fees applying to international students for that term. From the following term, the student will be classified as a Permanent Resident and will be liable to pay the CSP contribution or full fees applying to domestic students as applicable.

9. AGREEMENT

- 9.1 When BMIHMS accepts an international student's signed acceptance documents and tuition fee deposit this policy will constitute a written agreement between BMIHMS and the international student for the purposes of the ESOS Act 2000 and the National Code.

10. PAYMENT OF REFUNDS

- 10.1 All students seeking a refund must apply in writing to BMIHMS.
- 10.2 Refunds will be reimbursed in the same currency as the fees were originally paid in and will normally be made in the student's home country.
- 10.3 Refunds when approved (including any discretionary refund granted under paragraph 5) will be paid to the student within 4 weeks after receipt of a written claim from the student.

11. REVIEW PROCESS RELATED TO FEES REFUND

- 11.1 Any decision made by BMIHMS relating to the refund of fees is subject to review by BMIHMS CEO pursuant to BMIHMS Regulations.
- 11.2 If the student is not satisfied with the decision of the BMIHMS CEO the student may require BMIHMS to appoint an independent dispute resolution body to resolve the dispute in accordance with the National Code.
- 11.3 This agreement does not remove the right to take further action under Australia's consumer protection laws.