

STUDENT TUITION FEES REFUND POLICY & PROCEDURE

1 POLICY STATEMENT

Blue Mountains International Hotel Management School Pty Limited ABN 91 004 004 317 (incorporating Australian International Hotel School and Blue Mountains International Hotel Management School to be known collectively as 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.

Standard 3 of the National Code 2007 requires that a written agreement between BMIHMS and the student sets out the services to be provided, fees payable and information in relation to refunds of course money.

To comply with **Standard 3** BMIHMS must enter into a written agreement with the student, signed or otherwise accepted by that student (or the student's parent or legal guardian if the student is under 18 years of age), concurrently with or prior to accepting course money from the student.

The agreement must include information in relation to refunds of course money. In the case of either the student or BMIHMS defaulting, the written agreement must include:

- amounts that may or may not be repaid to the student (including any course money collected by education agents on behalf of BMIHMS)
- processes for claiming a refund
- a plain English version of what happens in the event of a course not being delivered, and
- a statement that 'This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws'.

For the purpose of this procedure, the term 'start date' refers to the first day of term as defined by 'All Classes Commence' as listed on the published term dates schedule.

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 two 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 outline the process for students withdrawing from a program or unit of study (subject) and the refund of fees in this regard.

3. PROCEDURE

3.1 Application for Course Withdrawal

- 3.1.1 A student seeking to withdraw from a course must inform the Campus Director in writing or their School Representative if the student has not yet arrived at campus.
- 3.1.2 In addition to the above, notice of withdrawal due to compassionate and compelling circumstances may be accepted by the Campus Director or Admissions Department only in exceptional circumstances as grounds for either partial or full refund of fees. Applications must provide acceptable documentary evidence.
- 3.1.3 In cases where an offer was made on the basis of fraudulent documents, BMIHMS reserves the right to retain any portion of the tuition.
- 3.1.4 The International Student application fee of AUD100 is non-refundable.

3.2 Application for Unit of Study (subject) Withdrawal

- 3.2.1 A student seeking to withdraw from a unit of study (subject) must request this in writing to the Student Services Department by completing the relevant form.
- 3.2.2 Domestic students may do so without penalty if the request for withdrawal is lodged by the census date for the term in which the unit of study is applicable. If the request is lodged after census date, the student is liable for the full cost of the unit of study and a grade of Withdrawal (W) will be noted on their academic transcript.
- 3.2.3 International students are required to undertake a fulltime study load at all times as a condition of their student visa. In some cases, for instance, where a student may be suffering academic hardship, a 75% study load may be approved by the School Dean in writing and the applicable refund will be applied. In the event that an international student withdraws from a unit of study after term commencement for the term in which the unit of study is applicable, the student is liable for the full cost of the unit of study and a grade of Withdrawal (W) will be noted on their academic transcript.

3.3 Tuition Fee Refunds: International

- 3.3.1 Where a new student has signed an Acceptance of Offer (AOO) and gives a minimum of four (4) weeks (28 days) written notice before the commencement of a term of an inability to undertake the course, the tuition fees paid for the term are refundable in full.
- 3.3.2 Where a new student fails to advise the School of their intention to withdraw from their program of enrolment and/or fails to turn up on the scheduled commencement date, the total amount of tuition fees for the first term of study is forfeited in full.
- 3.3.3 Where a student gives less than four (4) weeks (28 days) written notice before the commencement of the term of an inability to undertake the course, the total amount of tuition fees for the first term of study is forfeited in full.
- 3.3.4 Where a student withdraws from a course after the commencement of the course the total amount of tuition fees for the first term of study is forfeited in full.

3.4 Tuition Fee Refunds: Domestic

Where a student withdraws from a course by the published census date, fees will be reversed in full. Students withdrawing from a course after the published census date will incur the full cost of tuition fees for that term.

3.5 Career Focus Day (CFD) Refunds

If a prospective student attends both BMIHMS and AIHS Career Focus Day programs a discount of **ONE** CFD program will be applied to their first year fees if they enrol with either school.

4 REFUNDS RESIDENTIAL FEES & ACCOMMODATION BOND

Please refer to the *On-Campus Accommodation and Bond Refund Policy & Procedure*

5. REFUNDS IN EXCEPTIONAL CIRCUMSTANCES

Where a student or the student's personal representative 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:

- a. inability to obtain a student visa; or
- b. illness or disability; or
- c. death of the student or a close family member (parent, sibling, spouse or child) or;
- d. 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, DISMISSAL, SUSPENSION OF STUDIES

6.1 International Students

6.1.1 A student who wishes to defer due to extenuating circumstances with permission of the Campus Director or Admissions Department, will be eligible to have their tuition fees transferred to the next applicable term. If the course is not commenced within the agreed timeframe the student will forfeit the full term of tuition fees.

6.1.2 A student who is dismissed from the School due to misconduct or unsatisfactory academic performance, or whose enrolment is terminated due to a cancellation of their student visa, shall not be eligible for a refund.

6.1.3 A student who is suspended from the School for whatever reason will have the remainder of their tuition fees transferred to the next application term. Should a student subsequently withdraw from the program and not resume their studies as scheduled, the remainder of their transferred fees will be forfeited in full.

6.2 Domestic Students

6.2.1 A student who wishes to defer AFTER census date due to extenuating circumstances with permission of the Campus Director or Admissions Department, will be eligible to have their tuition fees transferred to the next applicable term. If the course is not commenced within the agreed timeframe the student will forfeit the full term of tuition fees.

- 6.2.2 A student who is dismissed after the census date from the School due to misconduct or unsatisfactory academic performance, or whose enrolment is terminated due to a cancellation of their student visa, shall not be eligible for a refund.
- 6.2.3 A student who is suspended from the School for whatever reason will have the remainder of their tuition fees transferred to the next application term. Should a student subsequently withdraw from the program after census date and not resume their studies as scheduled, the remainder of their transferred fees will be forfeited in full.

7 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)

- 7.1 An international student who is granted Permanent Resident (other than a Permanent Humanitarian Visa) status in Australia, or has an Australian or New Zealand passport is eligible for the domestic tuition fee prices. Permanent Resident Status is recognised from the date stamped on the student's passport or on formal notification by letter from DIAC, not the date on which the application for change of status is made.
- 7.2 If the student has already paid the tuition fees applicable to international students for a 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.
- 7.3 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 fees applying to domestic students as applicable.

8. AGREEMENT

- 8.1 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.

9. PAYMENT OF REFUNDS

- 9.1 Refunds will be reimbursed in Australian dollars. If the student wants a refund then a signed letter from the person who paid the fees must be provided and identity confirmed.
- 9.2 Refunds when approved (including any discretionary refund granted under paragraph 5) will be paid to the student within four weeks after receipt of a written claim from the student.

10. REVIEW PROCESS RELATED TO FEES REFUND

- 10.1 Any decision made by BMIHMS relating to the refund of fees is subject to review by BMIHMS CEO pursuant to BMIHMS Regulations.
- 10.2 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.
- 10.3 This agreement and the availability of the complaints and appeals processes, does not remove the right to take further action under Australia's consumer protection laws.

11 DOCUMENTATION

On-Campus Accommodation and Bond Refund Policy & Procedure