

Student Tuition Fees Refund Policy and Procedure

Policy

Blue Mountains International Hotel Management School Pty Limited (BMIHMS PL) trading as Blue Mountains International Hotel Management School (BMIHMS) to be known as 'the School' 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).

Standard 3 of the National Code 2007 requires that a written agreement between the School 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 of the National Code, the School 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 the School 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 the School);
- processes for claiming a refund;
- a plain English version of what happens in the event of a course not being delivered;
- 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'.

In the event that

- the School does not start the course on the agreed starting date;
- or the course ceases to be provided by the School at any time after it starts but before it is completed; or
- the course is not provided in full to the student because a sanction has been imposed on the School under Part 6 of the ESOS Act 2000;
- and the student has not withdrawn before the day of default by the School;

The School will:

- a. ensure 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; or
- b. will arrange the student to be offered a place in an alternative course(s) delivered by a CRICOS registered provider at the School's expense; or
- c. arrange for its Tuition Assurance Scheme (Australian Council for Private Education and Training (ACPET)) to promptly offer affected student a place in suitable alternative course(s).

Note: If the student accepts the offer of placement in a suitable alternative course(s), in writing, the School is relieved of its liability to provide a refund to the student.

<p>Coverage</p> <p>This policy applies to all Domestic and International students at BMIHMS campuses, irrespective of who pays the tuition fees.</p> <p>For students attending BMIHMS programs at a non-Australian based campus, the student tuition fee refund will be considered in conjunction with the relevant local 'Admission Policy'.</p>
<p>Purpose and Scope</p> <p>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.</p>
<p>Responsibilities</p> <p>Assistant Director Finance: policy owner Director Operations: responsible for approving applications for withdrawal or deferral in exceptional circumstances Head of School/Director Academic Affairs: responsible for approving instances of 75% study load Admissions Department: responsible for approving applications for withdrawal or deferral in exceptional circumstances Student Services Department: responsible for receiving withdrawal applications Executive Group member: responsible for granting permission for domestic students to defer after census date in extenuating circumstances</p>
<p>Glossary</p> <p>Start date: the first day of term as defined by 'All Classes Commence' as listed on the published term dates schedule.</p>
<p>Procedure</p> <p>Application for Course Withdrawal A student seeking to withdraw from a course must inform the Student Services Department in writing or their School Representative if the student has not yet arrived at campus.</p> <p>In addition to the above, notice of withdrawal due to compassionate and compelling circumstances may be accepted by the Director Operations or Admissions Department only in exceptional circumstances as grounds for either partial or full refund of fees. Applications must provide acceptable documentary evidence.</p> <p>In cases where an offer was made on the basis of fraudulent documents, the School reserves the right to retain any portion of the tuition.</p> <p>The International Student application fee of AUD100 is non-refundable.</p> <p>Application for Unit of Study (subject) Withdrawal 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.</p> <p>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 Record of Results.</p>

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 Head of School/Director of Academic Affairs 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 Record of Results.

Tuition Fee Refunds: International

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.

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.

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. Where an inability to undertake the course is due to Visa refusal, the tuition fees paid for the term will be refundable in full.

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.

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.

Career Focus Day (CFD) Refunds

If a prospective student attends BMIHMS Career Focus Day programs, a discount of **ONE** CFD program will be applied to their first year fees if they enrol with at the School.

Refunds of residential fees and accommodation bond

Please refer to the [Deposit and Accommodation Bond Refund Policy & Procedure](#).

Refunds in exceptional circumstances

Where a student or the student's personal representative gives written notice to the School within four (4) 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;

The School 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 the School.

The ESOS Act requires providers to make a full refund directly to the student (not the third party). The timeframe for refunds in the specific case of visa refusals is four (4) weeks from the default day which in this instance is the day the student advises the provider that his visa application has been refused.

Deferral, dismissal and suspension of studies

International Students

A student who wishes to defer due to extenuating circumstances with permission of the Director Operations 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.

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.

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.

Domestic Students

A student who wishes to defer AFTER census date due to extenuating circumstances with permission of an appropriate Executive Group member, 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.

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.

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.

Fee 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 PL 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)

An international student who is granted Permanent Residency (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 DIBP, not the date on which the application for change of status is made.

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 the School 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.

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.

Agreement

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

Payment of refunds

Refunds will be reimbursed in Australian dollars. If the student desires a refund then a signed letter from the person who paid the fees must be provided and identity confirmed.

Refunds when approved (including any discretionary refund granted under the section 'Refunds in exceptional circumstances') will be paid to the student within four (4) weeks after receipt of a written claim from the student.

Review process related to fee refund

Any decision made by the School relating to the refund of fees is subject to review by the School's CEO pursuant to the School Regulations.

If the student is not satisfied with the decision of the School's CEO, the student may require the School to appoint an independent dispute resolution body to resolve the dispute in accordance with the National Code.

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.

Associated Forms

N/A

Related Information

[Deposit and Accommodation Bond Refund Policy & Procedure](#)

Review

Any suggestions for changing this Policy/ procedure are welcome. Please complete the [Improvement](#)

[Request Form.](#)

Comments

April 2014: Format updated; *Deposit and Accommodation and Bond Refund Policy & Procedure* title updated and hyperlink added; responsibilities of Student Services Department added; refund conditions due to visa refusal added; EG member responsibilities specified for domestic students who wish to defer; DIAC changed to DIBP.

June 2014: Students at non-Australian BMIHMS campuses directed to take into account the relevant local Admission policy.