



INSTITUTE OF BUSINESS & LANGUAGE

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| Policy Title | International Student Refund Policy & Procedure | | | | |
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| Owner | Accounts Department and Management | | | Approved By | CEO |



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1. POLICY

ANIT Australia Pty Ltd T/A Albright Institute of Business and Language will ensure that this policy at all times is in accordance with the Education Services for Overseas Students (ESOS) Act 2000 and the National Code of Practice for Providers of Education and Training to Overseas Students (the National Code) 2018.

2. PURPOSE

The purpose of this policy is to ensure that Albright Institute of Business and Language (AIBL) adopts a refund policy that is fair to students who have valid reasons for requesting refunds and who give AIBL sufficient notice, while at the same time protecting AIBL from suffering economic loss that may be caused by refund requests that are not submitted within the required timeframe.

The policy sets out the circumstances under which students may claim a refund and the associated procedures for handling refunds.

3. SCOPE

This policy and procedure is applied to all the fees received from international students enrolled by Albright Institute as well as the fees received from all the prospective students who pay an advance fee when applying for a place in Albright Institute.

4. DEFINITIONS

Course: A program of study leading to a qualification or an award. A course may comprise units or modules.

Fees: A total of tuition, materials, application and any other fees during the course of study.

Tuition Fee: Covers the cost of providing the course of study and use of resources at AIBL. Tuition Fee does not include Overseas Student Health Cover (OSHC), administration costs including application fee, home stay booking fee, airport pick-up fee and costs related to equipment or training material purchases.

Materials Fee: Covers the cost of learning materials and resources provided by AIBL.

Pre-paid Tuition Fees: Tuition fees paid in advance prior to commencement of the course or a study period.

International Students: All those students who are either on a student visa or a temporary visa that allows them to undertake formal studies in Australia.

Principal Course of Study: Means the main or the final course of study to be undertaken by an overseas student where a student visa has been issued for multiple courses of study.

Study Period: A discrete period of study up to a maximum of 10 weeks within a course, namely term, semester, trimester, short course of similar or lesser duration, excluding holidays and term/semester breaks

Term Start Date: Date on which an academic term commences as per the Albright Institute's yearly academic program calendar. The Academic Calendar is published on the college's website.

Tuition Protection Scheme (TPS): Tuition Protection Scheme

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Exceptional circumstances: Circumstances that involve something exceptional, compelling or compassionate that has affected a student and the cause of which was outside the student's control.

Unused tuition fees: Tuition fees paid by a student to the Institute and that are repayable to the student in any of the circumstances set out in this Agreement.

5. REQUIREMENTS AND PROCESS

- 5.1** The Application Fee and the Admission Fee are non-refundable.
- 5.2** In case of ELICOS courses, once the student commences the course, the material fee is Non-refundable.
- 5.3** The **ONLY** refundable fees are the Tuition Fees. Fee refunds will be based on unexpended (unused) tuition fees.
- 5.4** An AUD\$550.00 Refund Administration fee applies to all refund applications unless waived by the CEO of Albright Institute or their delegate.
- 5.5** Albright Institute will have a written agreement in place with all students, in the form of the Letter of Offer and Student Agreement, which contains the course details, prerequisites or conditions of enrolment, fees, and refund and cancellation policy.
- 5.6** This document is acknowledged and signed by the student prior to issuance of a Confirmation of Enrolment (COE) in order to comply with Standard 3 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018), Part 4, Division 2 of the Education Services for Overseas Students (ESOS) Act 2000 and clause 2.1 of the 2025 Standards for RTOs..
- 5.7** Where an enrolment change is necessitated by illness or other exceptional and compassionate circumstances beyond the student's control and which prevent the student from completing the studies in that study period, any refund of tuition fees is contingent upon the approval of the refund by the CEO of Albright Institute or their delegate.
- 5.8** Fees and charges may be consolidated under a "package" if the student is enrolled in more than one course at Albright Institute.
- 5.9** The terms and conditions set in this refund policy apply equally to commencing and continuing students, unless otherwise specified.
- 5.10** Albright Institute reserves the right to amend any of the terms and conditions stated in this policy at any point in time to ensure compliance with related regulations and legislations or under exceptional circumstances.
- 5.11** Refunds for any monies received by Albright Institute on behalf of a student for services not provided by Albright, for example, homestay or health insurance, must be requested directly from the company providing the services. All such refunds will be subject to the respective company's refund policy.
- 5.12** If the Albright Institute agrees to refund monies, the refund will be processed for a complete written application (Signed with all the details and documentary evidence provided as applicable) within **20** working days. The **20** working days will be counted from the date this application request is received by the refund@albrightinstitute.edu.au

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- 5.13** The refund application **cannot be submitted at the time of the enrolment** or commencement date of the course.
- 5.14** Albright Institute will provide a written statement detailing how the amount of the refund has been calculated. This amount will not exceed the **20** working days' time of processing the refund request.
- 5.15** The refund can be processed **ONLY** after the student's cancellation is processed on the PRISMS as well as on the AIBL Student Management System.
- 5.16** The refund amount will be calculated by deducting the used tuition fee, two (2) weeks' worth of tuition fee (for processing time from the date of application submitted to admissions@albrightinstitute.edu.au) and AUD\$550 Refund Administrative fees.

Example – calculating the refund of a student

Lee is undertaking a 48-week Advanced Diploma of Hospitality Management at Hospitality Training 4U. The total tuition fee for the course is \$8200. Lee has prepaid \$4100 in tuition fees towards his course. He commenced on 7 January 2019. Hospitality Training 4U has defaulted in respect of Lee and his course on 6 May 2019.

Weekly tuition fee calculation:

\$8200 (total tuition fees) divided by 336 (total calendar days in course) = \$171 (rounded up to nearest dollar amount).

Weeks in default period:

Lee has paid \$4100 to date. This means he has paid in advance up until 24 June 2019. There are 49 calendar days between 6 May 2019 (the default day) and 24 June (the date the student has prepaid until. 49 days divided by 7 = 7 weeks in default period

Refund amount:

\$171 (weekly tuition fee) multiplied by 7 (weeks in default period) = \$1197 refund

Example: reference from Provider default obligations under the ESOS Act | Guide Version 1.0 | April 2020

Deduction as per Albright Institute:

Two (2) weeks' worth of tuition fee (for processing time from the date of completed application* submitted to admissions@albrightinstitute.edu.au) and AUD\$550 Refund Administrative fees.

Calculation:

\$171 (weekly tuition fee) multiplied by 2 (weeks in processing time)= \$342

Refund Administrative Fee charge = \$550

Total Deduction amount = \$892

Total refund amount for Lee is:

\$1197 minus (-) \$892 = \$305

{*completed application = all fields completed and signed by the student with documentary evidence as required}

- 5.17** All refunds will be paid to the student who holds a Student Acceptance Agreement with Albright Institute unless the student provides written direction to pay the refund to another person or entity.
- 5.18** All refunds will be paid in the currency in which the fees were paid, less bank/transaction fees applied by any local or international bank.
- 5.19** Additional Deduction/expenses as "Bank Fee" will be required to be paid by the refund applicant when processing a refund internationally.

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- 5.20** A refund application will be considered under the two main categories of Student or Provider default.
- 5.21** When a prospective student who has been issued a Letter of Offer and pays the deposit prior to the COE being issued and then decides to withdraw the application, a \$550/- Administrative Fee will be charged to process the refund.
- 5.22** *Student has paid extra fees than the Payment Plan*
(a) When a student ends a course and tuition payments continue, a \$55/- Admin fee will be charged to refund the additional payments made.
(b) When a student continues paying as per the payment plan even after the cancellation of enrolment has taken place, a \$55/- Admin fee will be charged to refund the additional payments made.

Student Default

As per the Education Services for Overseas Students Act 2000 (ESOS Act), “student default” is defined as follows:

When a student defaults

- (1)** An overseas student or intending overseas student **defaults**, in relation to a course at a location, if:
- (a) the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
 - (b) the student withdraws from the course at the location (either before or after the agreed starting day); or
 - (c) the registered provider of the course refuses to provide, or continue providing, the course to the student at the location 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.

Note 1: For an exception to paragraph (1) (a), see subsection (2).

Note 2: For an exception to subparagraph (1) (c) (iii), see subsection (3).

(2) An overseas student or intending overseas student does not default under paragraph (1)(a) in relation to a course at a location if the student does not start that course because the registered provider defaults in relation to the course at the location under subparagraph 46A(1)(a)(i).

(3) An overseas student or intending overseas student does not default under subparagraph (1) (c) (iii) unless the registered provider accords the student natural justice before refusing to provide, or continue providing, the course to the student at the location.

In case of student default, a refund may or may not be paid, depending on the circumstances. For more details, see **the table of refunds payable** later in this document.

If there are “compassionate or compelling circumstances” that led to the default, and which are beyond the control of the student, the student may be entitled to a refund even if this policy does not specifically state that. These are extreme and unusual circumstances which are outside of the control of the student, such as serious medical conditions, natural disasters, death or other tragedy in the family, etc.

Compassionate or compelling circumstances require evidence. The list of circumstances which will be considered, along with the evidence required, is detailed in the following table:

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| <u>Circumstance</u> | <u>Evidence</u> |
|--|--|
| Serious medical conditions of the student that prevent travel or study | Official letter or certificate from a medical specialist, practitioner, or hospital <u>that clearly states that the medical condition prevents travel or study</u> |
| Serious medical condition in the immediate family that requires the student to stay at home as a carer. Immediate family means parents, grandparents, siblings, a spouse, de facto partner, or child | Official letter or certificate from a medical specialist, practitioner, or hospital, <u>which clearly states that the family member requires support or care</u> |
| Natural disasters or major political events that prevent travel or study, or that require the student to remain at home and support a family | News source from a <u>reputable publication in your home country or the international press</u> , which explains the nature of the disaster or political event |
| Death or other tragedy in the immediate family, which requires the student to remain at home for a ceremony or to support a family | Official certificate of death <u>issued by the government of your home country</u> |
| Acts of God, or force majeure events, which prevent travel | News source from a <u>reputable publication in your home country or the international press</u> , which explains the nature of the disaster or political event |
| Refusal of a student visa for a reason that is outside the control of the student | A letter from the Australian government <u>stating that the visa has been refused, and the reason for the refusal</u> |
| Other significant compassionate or compelling circumstance | The strongest evidence you can offer, <u>which will be reviewed on a case-by-case basis</u> , and which will vary depending on the significant event |

Albright may, at its discretion, refund all or parts of the tuition fees paid where it determines there are compassionate or compelling circumstances. Each case will be considered on its own merits.

Provider Default

As per the ESOS Act, “provider default” is defined as follows:

When a registered provider defaults

(1) A registered provider **defaults**, in relation to an overseas student or intending overseas student and a course at a location, if:

(a) Either of the following occurs:

- (i) the provider fails to start to provide the course to the student at the location on the agreed starting day;
- (ii) the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and

(b) The student has not withdrawn before the default day.

Note: For an exception to this rule, see subsection (3).

(2) To avoid doubt, a registered provider defaults if the provider is prevented from providing a course at a location because a sanction has been imposed on the provider...

(3) A registered provider does not default, in relation to an overseas student or intending overseas student and a course at a location, if the provider fails to start to provide the course, or the course ceases to be provided, to the student because the student defaults in relation to the course.

In the unlikely event that Albright Institute is unable to deliver a course in full, that is, where the course of study has been cancelled prior to commencement or ceased to be provided, the student will be offered a refund of all the unused fees paid to date. In such cases, a refund shall be made within 2 weeks (10 working days). Alternatively, Albright Institute may offer the student, an enrolment in an alternative course at no extra cost. The student has the right to choose



whether he/she would prefer a refund of unused course fees or to accept a place in another course. If the student chooses a placement in another course, Albright Institute will ask the student to sign a document to indicate acceptance of the placement. Under such circumstances, Albright Institute is no longer liable for a refund. Albright Institute agrees to credit all the fees paid for the previous course towards the new enrolment. In the case of provider default, "unused fees" is taken to mean all fees paid, including enrolment fee and material fee, if the course has not commenced. If the course has commenced and provider default occurs during the delivery period, "unused fees" is taken to mean all tuition fees which have not been consumed by classes already delivered.

5.23 Tuition Fees Paid in Advance

Albright Institute **cannot and will not require the student to pay more than 50% of the tuition fees** before the start of the course; however, the student or the person responsible for the student's financial arrangements could choose to pay more than 50% of the fees prior to the course start date.

Albright accepts tuition fees in advance, and these fees become "services rendered" and are considered consumed on the first day of the month, in advance of the month ahead. In the case of courses that are billed on a term-basis, the fees for the term become services rendered on the first day of the term.

For example, a student is undertaking a course with a monthly fee of \$350. The student pays \$1,050 in advance for three months of their course. The course starts on the 1st of March. On the first of March, \$350 of the prepaid fees becomes services rendered and is consumed. This is the fee for March. The student has now "spent" \$350 and has \$700 remaining prepaid. On the first of April, \$350 of the prepaid fees become services rendered and are consumed. This is the fee for April. The student has now spent \$700 and has \$350 remaining prepaid. This is important to understand, as there can be a difference between refunding fees paid in advance and fees that have become services rendered.

Should Albright Institute not be able to deliver a course in full, and if Albright is unable to provide a refund or place the student in an alternative course, the Tuition Protection Services (TPS) will assist the student in enrolling on an alternative course or will refund if such a course proves to be not available. This is in accordance with the ESOS Act and the National Code 2018. This agreement and the availability of complaints and appeals processes, does not remove the right to take action under Australia's consumer protection laws. Albright Institute's dispute resolution processes do not circumvent your right to pursue other legal remedies.

6. PROCEDURE AND REGULATIONS

If the student wishes to apply for a refund, all tuition fees and debts to Albright Institute must be cleared before the Refund application is processed.

Refund Processing Timeline

Refund applications are considered received when they are provided to Albright administration **WITH** all required attachments. A refund application that does not include the required attachments is **not considered received until the attachments are provided**.

Refund applications will be processed within **twenty (20) working days** of the date that they are received. The refund will be processed **ONLY** when the CoE cancellation is processed on PRISMS by Albright Institute.



Refund Calculation

Refunds are calculated based on the date of processing, not on the date of receipt. For example, a refund application that is received on the 30th of the month will not prevent fees from becoming due on the 1st of the following month, because the application has not yet been processed. The sole exception is when a refund application is made for compassionate and compelling circumstances. In the case of a refund application made for compassionate and compelling circumstances, if the refund is granted, it will be applied from the date of receipt, not from the date of processing.

| FEE REFUND CONDITIONS | PORTION OF TUITION FEE REFUNDABLE |
|--|--|
| The Albright Institute is unable to start the delivery of the course. The student will be paid within 14 business /working days of the initial course commencement date. | 100% |
| If the application for a student visa is unsuccessful . The student will be paid within 28 business /working days from the receipt of (completed, signed refund form with documentary evidence) of information by the Institute. | Where a student has been refused a student visa and is yet to commence the program then the total program fees (tuition fees and non-tuition fees) received from the student will be refunded MINUS the Application and Admission Fee and the lesser of the following amounts: 5% of the total amount of fees received in respect of the student for the program: or AUD\$500/-. |
| If an extension to a student visa is not granted and the course has commenced; | Refund calculation as per the ESOS Act, under Section 10 of the refund specification. |
| If Albright Institute approves the student transfer to another provider prior to completion of six months or after the completion of study of the principal course; | 0% The student shall not be eligible for a refund. |
| Albright Institute reserves the right to suspend or cancel the student's enrolment if: (a) the student fails to pay an amount that they were liable to pay to Albright Institute (directly or indirectly) in order to undertake a course; (b) the student has breached a condition of student visa; (c) behavior unacceptable to Albright Institute, including but not limited to the Student Code of Conduct in the Student Handbook. | 0% The student shall not be eligible for a refund for that term. |
| Where a student formally withdraws from a course more than four (4) weeks of the calendar days before the CoE start date; | 80% of the tuition fees paid for that term or study period and any other unexpended (unused) tuition fees will be refunded. Less application fee AUD \$200 (onshore) and AUD \$300 (offshore). The \$550.00 Refund Administration Fee is applicable. |
| Where a student formally withdraws from a course less than four (4) weeks of the calendar days before the CoE start date; | 0% The student shall not be eligible for a refund. |
| Leave of absence, deferral, and suspension of studies do not entitle a student to a refund of tuition fees for the duration for which such absence, deferral or suspension was affected; | 0% The student shall not be eligible for a refund. |
| A Student whose visa is cancelled by DHA during an enrolment period while in Australia for any reason (other than the issuance of a Protection Visa); | 0% The student shall not be eligible for a refund. |
| A student who supplies incorrect or fraudulent information or documents to obtain a place at Albright Institute; | 0% The student shall not be eligible for a refund. |
| When the student commences the course; | No Material Fee will be refunded. |

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| Compulsory health insurance for student visa holders; | The student should contact the respective Overseas Student Health Cover provider. |
| RPL application, should it be deemed unsuccessful | 0% The student shall not be eligible for a refund. |

7. COMPLAINTS AND APPEALS

If a refund is refused by Albright Institute, or if the student is not satisfied with the amount of refund calculated by Albright Institute, the student has the right to access the Albright Institute's Complaints and Appeals Policy. The student can appeal the decision made by submitting a copy of the STD-FORM10 Complaints and Appeals Form (available on the website), along with the supporting documentary evidence it should be submitted to refund@albrightinstitute.edu.au within **30** working days of the decision. The review of the appeal will take place as detailed in the P&P-05 Complaints and Appeals Policy.

Albright Institute does not accept cancellation or withdrawal of a course through phone call, SMS or by verbally advising a staff member or agent. Sufficient evidence must be provided to the Albright Institute in support of the refund application.

Availability of Albright's complaints and appeals processes does not remove the right of a student or an intending student to act under Australia's consumer protection laws or to lodge an appeal with a relevant external body or to take other legal action.

8. RESPONSIBILITY

The accounts department has the responsibility to process the refund claims and provide the student's details and fee status to the CEO for approval.

The CEO has the responsibility to make a final decision about all the refund claims.

9. RELATED DOCUMENTS

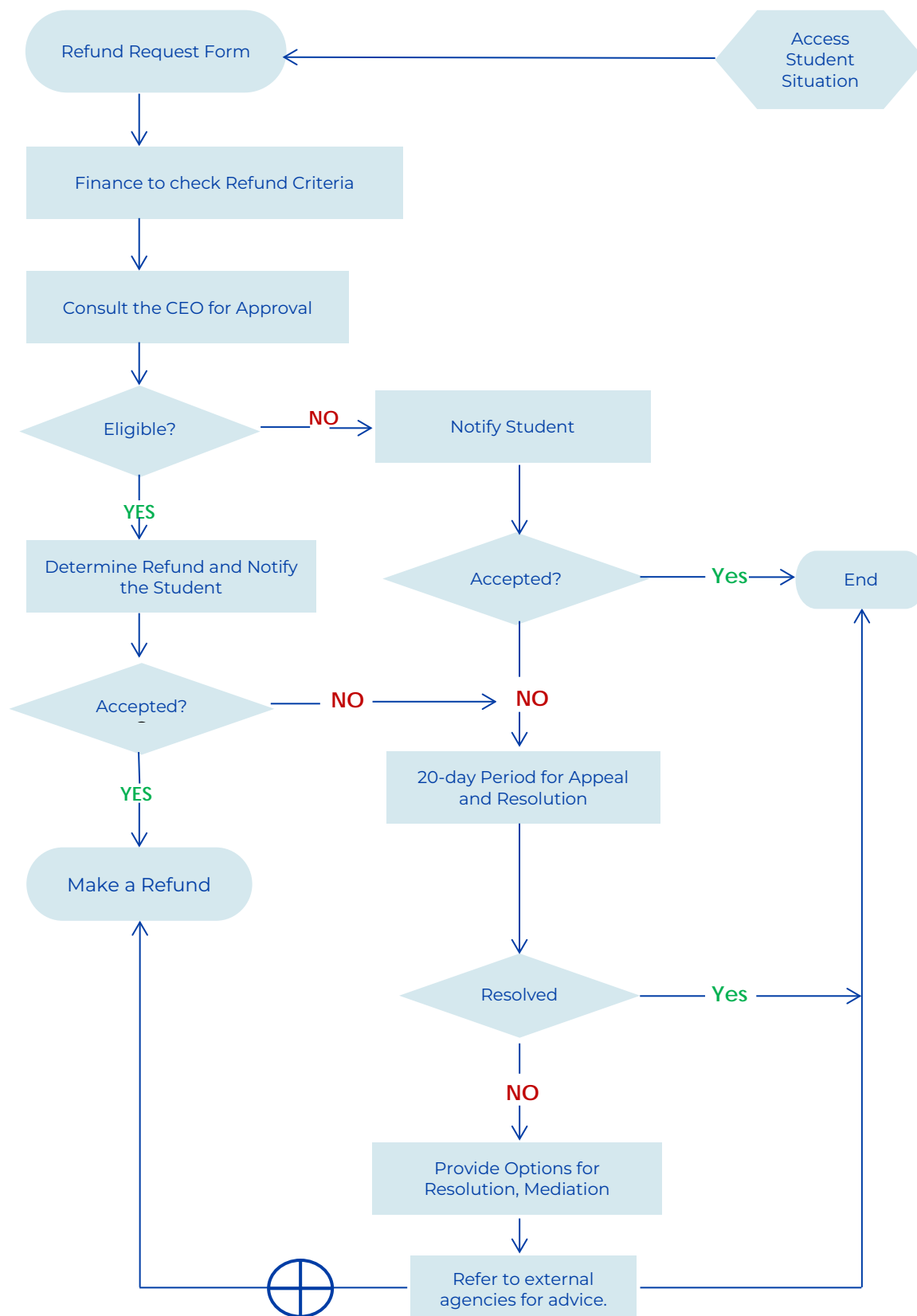
Related Documents

STD-FORM01 Refund Request Form
STD-FORM04 International Student Application Form
STD-FORM10 Complaints and Appeals Form
P&P-05 Complaints and Appeals Policy

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10. Fee Refund Procedure Flowchart



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