

Overseas Student Refund Policy and Procedure

1. Purpose

To establish a Refund Policy and Procedure for Overseas Students and Intending Overseas Students in accordance with the ESOS Act and the National Code.

2. Scope

This Refund Policy and Procedure applies to all Overseas Students and Intending Overseas Students. It sets out what refunds the Institute will pay, if any, when a Student defaults, the Institute defaults and in other circumstances. It also describes the process for claiming and paying refunds.

3. Interpretation

Term	Meaning
Administration Fee	The fee payable by a Student to withdraw from a Course.
Application Fee	The fee payable to make an application to study a Course at the Institute. The fee is not directly related to the provision of a Course that the Institute is providing or offering to provide.
Census Date (Overseas Student only)	Means the last day for variation of enrolment in any Unit without losing eligibility for a fee credit. It is typically the Friday of the fourth week of teaching in the Study Period. The Census Date (Overseas Student only) is not relevant to withdrawal or deferment from a Course or to changes between different Courses.
Course	Has the same meaning as it does in the ESOS Act. Merely by way of guidance, it generally means a course of education offered by the Institute.
Course Fees	Has the same meaning as it does in the legislative instrument made under section 47E(4) of the ESOS Act from time to time. Merely by way of guidance, it generally means the Tuition fees and Non-tuition fees received by the Institute in respect of the Student.
Domestic Place	Commonwealth Supported Place or Domestic Fee-Paying Place.

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Term	Meaning
Default Day	Has the same meaning as it does in the ESOS Act. Merely by way of guidance, it generally means whichever of the following is relevant to the default: - the agreed starting day (being the day on which the Course was scheduled to start unless otherwise agreed); or - the day on which the Course ceases to be provided; or - the day on which the Student withdraws from the Course; or - the day on which the Institute refuses to provide, or continue providing, the Course to the Student.
Domestic Student	Refers to all students who are not Overseas Students.
ESOS Act	The <i>Education Services for Overseas Students Act 2000</i> (Cth), as amended from time to time.
Fee Refund Schedule	The table in Schedule A.
Full-time	The equivalent full time student load for the Course for a year. A full time study load is expressed as one Equivalent Full Time Study Load (EFTSL).
Intending Overseas Student	Has the same meaning as it does in the ESOS Act. Merely by way of guidance, it generally refers to a person who intends to become or has taken a step towards becoming an Overseas Student at the Institute. It excludes all intending Domestic Students.
National Code	The <i>National Code of Practice for Providers of Education and Training to Overseas Students</i> , established pursuant to Part 4 of the ESOS Act, as amended from time to time.
Non-Tuition Fees	Any other fees charged by the Institute that are not Tuition Fees, such as: - the Administration Fee; - the Application Fee; - any amount received by the Institute that must be paid to a registered health benefits organization on behalf of the Student; and - any other fee or charge disclosed in the Student Agreement (other than a Tuition Fee).

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Term	Meaning
Overseas Student	Has the same meaning as it does in the ESOS Act. Merely by way of guidance, it generally refers to a person who holds a Student Visa. It excludes all Domestic Students.
Policy	Means this Refund Policy and Procedure.
Principal Course	The main course of study to be undertaken by a Student. Where a Student Visa has been issued for multiple Courses the principal course would normally be the final Course.
Provider Default	Has the same meaning as 'default' has in relation to a registered provider under the ESOS Act. Merely by way of guidance, it may occur if the Institute: - fails to start to provide the Course to the Student at the location on the agreed starting day; or - ceases to provide the Course to the Student at the location at any time after it starts but before it is completed; or - fails to enter into a compliant student agreement, unless the Student has withdrawn before the Default Day.
Student	Has the same meaning as it does in the National Code. Merely by way of guidance, it generally refers to an Overseas Student or an Intending Overseas Student (as the context requires). It excludes all Domestic Students.

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Term	Meaning
Student Default	Has the same meaning as 'default' has in relation to an Overseas Student or Intending Overseas Student under the ESOS Act. Merely by way of guidance, it may occur in relation to a Course at a location if: - 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 - the Student withdraws from the Course at the location either before or after the agreed starting day; or - the Institute refuses to provide, or continue providing, the Course to the Student at the location because: (i) the Student has failed to pay an amount that is due and payable to the Institute in order to undertake the Course; or (ii) the Student has breached a condition of his or her Student Visa; or (iii) of misbehaviour by the Student.
Student Visa	Has the same meaning as it does in the ESOS Act. Merely by way of guidance, it generally means a 'student visa' as defined in the <i>Migration Regulations</i> 1994 (Cth) as amended from time to time, subject to exceptions specified in the ESOS Regulations.
Study Period	Has the same meaning as it does in the National Code. Other than for ELICOS courses, it generally means a trimester.
Tuition Fees	Has the same meaning as it does in the ESOS Act. Merely by way of guidance, it generally means the fees the Institute receives, directly or indirectly, from: (a) a Student; or (b) another person who pays the fees on behalf of a Student; that are directly related to the provision of a course that the Institute is providing or offering to provide to the Student.
Unit	Has the same meaning as it does in the National Code. Generally, it means a discrete component of study within a Course. It may be known as a unit, a subject or a module.

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Term	Meaning
Unspent Tuition Fees	Means the amount worked out in accordance with the legislative instrument made for the purpose of section 46D(6) or 47E(2) (as applicable) of the ESOS Act. Merely by way of guidance, a refund of unspent tuition fees: - is calculated as a multiple of the Weekly tuition fee and the Weeks in the default period, if: - o a refund is payable for a Provider Default; or - o a Student is refused a Student Visa and as a result, withdraws from the Course after commencement or fails to pay an amount that is payable to the Institute;
Weeks in Default Period	Has the same meaning as it does in the legislative instrument made under sections 46D(7) and 47E(4) of the ESOS Act from time to time unless the Policy otherwise provides. Merely by way of guidance, it means (unless otherwise provided) the number of calendar days from the Default Day to the end of the Study Period(s) for which the Institute has received payment of Tuition Fees from or in relation to the Student, divided by 7, then rounded up to the nearest whole number.
Weekly Tuition Fee	Has the same meaning as it does in the legislative instrument made under sections 46D(7) and 47E(4) of the ESOS Act from time to time unless the Policy otherwise provides. Merely by way of guidance, it means total tuition fees for the Course, or total tuition fees paid by or in relation to the Student or on behalf of the student for a Study Period or Course (as the context requires), divided by number of calendar days in that Study Period or Course (as the context requires), multiplied by 7, then rounded up to the nearest whole dollar.

4. Context and General Terms

Each Intending Overseas Student who applies to study at the Institute is liable to pay the Application Fee. The Application Fee is not refundable.

Each Student who accepts a place in a Course enters into a Student Agreement with the Institute and agrees to pay Course Fees. This Policy describes circumstances in which Course Fees may be refunded.

This Policy applies subject to the following general terms:

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- 4.1 Unless required by law, the institute will not refund any Course Fees except in accordance with this Policy.
- 4.2 This Policy applies to all intending, commencing and continuing Overseas Students at all campuses of the Institute.
- 4.3 The Institute may amend, supplement or replace this Policy at any time and from time to time, including to ensure compliance with laws.
- 4.4 Nothing in this Policy affects any right of the Institute to amend any Course Fees.
- 4.5 To the extent permitted by law, the Institute will only refund Course Fees from cleared and credited funds.
- 4.6 Recipients of a bursary, scholarship or discount who withdraw from a Course may be liable to pay or repay money to the Institute pursuant to the terms of the bursary, scholarship or discount.
- 4.7 The Institute may set-off or deduct any liability that is due and payable by a Student to the Institute against any refund that is payable in accordance with this Policy and the Student Agreement.
- 4.8 This Policy and the right to make complaints and seek appeals of decisions and action under various processes does not affect the rights of the Student to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies.
- 4.9 No entitlement to a refund arises under this Policy unless there has been strict compliance with the requirements (including the procedures) of this Policy, unless the ESOS Act says otherwise.
- 4.10 Refunds must be claimed and will be processed and paid in accordance with this Policy (or in accordance with the requirements of the ESOS Act if they are different).
- 4.11 The Fee Refund Schedule (Schedule A) is part of this Policy.
- 4.12 References to dollars are to Australian dollars unless otherwise stated.

5. Criteria for Refund

5.1. Student Default - Refusal of Student Visa

- 5.1.1 An Overseas Student who is refused a Student Visa is entitled to a refund of Course Fees or Unspent Tuition Fees (as the context requires) in the situations described in the Fee Refund Schedule (Schedule A) for clause 5.1 and the refund is to be calculated in accordance with the legislative instrument made under section 47E(4) of the ESOS Act.

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- 5.1.2 The Student must, on request, promptly provide the Institute with evidence of the refusal of a Student Visa (such as a true copy of the application for a Student Visa and the letter of refusal from the Department of Home Affairs) and any other evidence requested by the Institute for the purposes of assessing the Student's entitlement to a refund under this policy or the law (including calculation of the refund amount).

If clause 5.1 applies, it prevails over all other clauses in this Policy that would otherwise apply.

5.2 Student Default - Withdrawal prior to start of Course

- 5.2.1 An Overseas Student who withdraws from a Course after accepting an offer from the Institute of a place in the Course, is eligible to apply for a refund to be calculated in accordance with the Fee Refund Schedule (Schedule A). The amount of the refund is affected by the time of withdrawal, as shown in the Fee Refund Schedule (Schedule A).
- 5.2.2 A Student who has accepted an offer of a place in a package program consisting of an ELICOS course followed by a Principal Course, and withdraws after commencing the ELICOS course, is not eligible to apply for a refund of any Tuition Fees in respect of either the ELICOS course or the Principal Course.

5.3 Student Default - Failing to commence a Course

An Overseas Student who has accepted an offer of a place in a Course from the Institute, and who, without having withdrawn from the Course or being granted (or obtaining) a deferment, fails to commence the Course on the agreed starting day, is not eligible to apply for a refund of any Tuition Fees.

5.4 Student Default - Institute refuses to provide or continue providing the Course to the Student

5.4.1 Clause 5.4.1 applies:

- (a) if the Institute refuses to provide or continue providing the Course to the Overseas Student by reason of one or more of the following events:
 - (i) the Student fails to pay an amount that he or she is liable to pay the Institute in order to undertake the Course (or any part of a package program comprising an ELICOS course and a Principal Course); or
 - (ii) the Student breaches a condition of his or her Student Visa; or
 - (iii) the Institute makes a final determination (in respect of which no further right of appeal within the Institute exists and after having

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- accorded natural justice to the Student) to refuse to provide or continue to provide the Course to the Student on the grounds of misbehavior or misconduct (including academic misconduct); or
- (b) if a Student Visa expires, lapses, is not renewed or is cancelled during a Study Period, unless the Student Visa has been refused (see clause 5.1).

- 5.4.2. If clause 5.4.1 applies, an Overseas Student is not eligible for a refund of Tuition Fees or any other fees related to study materials (including Work Integrated Learning).
- 5.4.3. If the enrolment of an Overseas Student is terminated (and no further right of appeal within the Institute exists) due to unsatisfactory academic progress, the Overseas Student is eligible to apply for a refund, and the amount of the refund is to be calculated in accordance with the Fee Refund Schedule (Schedule A).

5.5. Withdrawal from the Course after the agreed starting day

- 5.5.1. An Overseas Student who withdraws from a Course after the agreed starting day is not eligible to apply for a refund of any Tuition Fees, unless another part of this Policy applies.
- 5.5.2. For the purposes of clause 5.5.1, an Overseas Student who has been granted a deferment by the Institute is taken to withdraw from a Course if:
- (a) and when the Student fails to resume the Course in the next Study Period that starts after the period of deferment ends; or
 - (b) and when the student withdraws from the Course during a period of deferment; or
 - (c) the Student fails to comply with the conditions of deferment.
- 5.5.3. For the purposes of clause 5.5.1, an Overseas Student whose enrolment has been cancelled by the Institute due to the Overseas Student failing to enrol in a compulsory Study Period, is taken to withdraw from a Course.

5.6. Change of Visa Status to Australian Permanent Resident (“Australian PR”)

- 5.6.1. If an Overseas Student is granted Australian PR status after the date of the Letter of Offer for the Course but before the agreed starting day for the Course, and provides
- satisfactory supporting evidence to the Institute, then:
- (a) the fee paying overseas place will be withdrawn;
 - (b) if the Student still wishes to study at the Institute he or she must apply for a

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Domestic Place and will be subject to the selection criteria and fees applicable to applicants for a Domestic Place in that course; and

- (c) if the Student has already paid the Course Fees applicable to Overseas Students for the Study Period, or any future Study Period, the Student is eligible for a full refund of Course Fees paid to the Institute, less any Application Fee and Administration Fee.

- 5.6.2. If an Overseas Student is granted Australian PR status after the agreed starting day, the person will be treated as an Overseas Student for the remainder of the Study Period in which Australian PR status is granted, and will not be eligible to apply for a refund in respect of that Study Period. From the following Study Period, the person will be classified as an Australian PR (not as an Overseas Student).

5.7. Deferment of a Course

- 5.7.1. If an Overseas Student is granted (or obtains) a deferment of study of a Course due to late granting of a Student Visa (satisfactory evidence of which must be provided to the Institute with the application for deferment) more than two weeks after the agreed starting day of the Course, the Institute will credit the Tuition Fees received towards payment of fees due for the Study Period that is in progress when the period of deferment concludes.
- 5.7.2. Where a Student, after commencing a Study Period, applies for deferment of a Course and is granted a deferment (also known as leave of absence), no Tuition Fees for that Study Period will be refunded. However any Tuition Fees paid in advance for a future Study Period will be held by the Institute and credited towards payment of any fees which are or become payable in respect of a future Study Period.
- 5.7.3. If an Overseas Student, after commencing a Course, withdraws from the Course during a period of deferment or following a period of deferment, clause 5.5.2 of this Policy applies.

5.8. Enrolment variations to Units

- 5.8.1. An Overseas Student may vary (including by withdrawing, deferring or amending) their enrolment (including with the approval of a School of the Institute) in any Unit at any time, and may be eligible for a credit of fees, to be calculated in accordance with the Fee Refund Schedule (Schedule A). Eligibility for a credit of fees is affected by the timing of the variation to enrolment, as set out in Fee Refund Schedule (Schedule A).
- 5.8.2. Clause 5.8.1 does not apply to withdrawal, amendment or deferment of a Course.

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5.9. Refunds to Deceased Estates

- 5.9.1. An application for any refund for which the Student would have been eligible to apply may be made by the legal personal representative of the Student's deceased estate. The Institute may require proof that the applicant is the duly authorised representative of the Student's deceased estate.
- 5.9.2. The Institute will pay any refund at the direction of the legal person representative of the deceased estate of the Student.

5.10. Provider Default or failure to issue Confirmation of Enrolment (COE)

- 5.10.1. Clause 5.10.1 – 5.10.3 inclusive apply if a Provider Default occurs in relation to the Institute and the Institute elects or is required to provide a refund (the Student may alternatively be offered enrolment in an alternative course by the Institute at no extra cost).
- 5.10.2. If this clause applies, the Institute must provide a refund under this clause (even if another clause of this Policy applies).
- 5.10.3. The amount of the refund that is payable under clause 5.10.2 is the Unspent Tuition Fees worked out in accordance with the applicable legislative instrument. Further details about calculation of this refund are in the Fee Refund Schedule (Schedule A).
- 5.10.4. If the Institute does not issue a Confirmation of Enrolment to an Overseas Student who has entered into a Student Agreement because a place in the Course is not available, the Overseas Student is eligible for a refund, and the amount of the refund is to be calculated in accordance with the Fee Refund Schedule (Schedule A).

5.11. Exceptional Circumstances Refunds

The Institute may, on the written application of a Student, pay a refund even if the Institute is not required to do so, if in the reasonable opinion of the Institute there are exceptional circumstances beyond the control of the Student, and the Student has provided such verified documentary evidence as the Institute requires. Where the Institute decides to pay a refund under this clause 5.11, the amount of the refund will be determined at the Institute's sole and absolute discretion.

Refund Procedure

5.12. Process for Claiming Refunds

- 5.12.1. Where this Policy requires a Student to apply for a refund, a refund application must:

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- (a) be made in writing on the prescribed form published by the Institute Refund Application Form (International Students); and
- (b) set out the reasons for the application; and
- (c) be accompanied by supporting documents.

Note: This Policy does not require a Student to apply for a refund if clause 5.1.1 (visa refusal) or clause 5.10 (provider default or failure to issue a COE) apply.

5.12.2. Except in cases where the Student is deceased, refund applications will not be processed where the signature on the Refund Application Refund Form does not match the Student's signature as shown on other documents provided by the Student for admission to the Institute.

5.12.3. Refunds will be paid to the Student, unless:

- (a) the Student is registered with an approved sponsor who has paid the tuition fees on behalf of the Student; or
- (b) the Student gives a written direction to pay the refund to another person or organisation and provides documentary evidence to substantiate that the other person or organisation paid the Tuition Fees; or
- (c) the Student is deceased.

5.12.4. A Refund Calculation Statement will be prepared and forwarded to the Student and any refund will be calculated and paid in Australian dollars. The Institute is not responsible for fluctuations in exchange rates.

5.13. Payment of Refunds

5.13.1. Unless a refund is otherwise payable by law, approval of refunds for Students will not be paid unless the refund is approved by the Group General Manager or nominee.

5.13.2. If a Provider Default occurs and a refund is payable by the Institute to the Student, the refund will be paid to the Student within 14 days of the Default Day.

5.13.3. In any other circumstances, including a Student Default, the Institute will (subject to 5.13.1) pay the refund within 4 weeks after receipt of the completed and signed Application for Refund Form together with supporting documents. However, if there has been a refusal of a Student Visa and a refund is payable at law or under clause 5.1.1, then the Institute will pay the refund within 4 weeks after the Default Day.

5.13.4. The date of the notification of the Application for Refund is the date on which the completed and signed Application for Refund Form together with appropriate supporting documents is received by the Institute.

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5.13.5. If a Student has made payment with a credit card, any refund will be credited to the original credit card if the initial payment was made within the previous 12 months, otherwise, the refund will be processed by an alternative payment method.

5.13.6. All refunds will be calculated and paid in Australian dollars. The Institute is not responsible for fluctuations in exchange rates.

5.14. Refund Appeals Process

5.14.1. A Student who is dissatisfied with a refund decision has the right to request a review of the decision. The Student must make this request in writing within 10 days of receiving the initial decision, to:

The Academic Registrar,
Melbourne Institute of Technology
288 La Trobe Street
Melbourne Vic 3000

5.14.2. The Student must set out the reasons for requesting a review of the decision and provide any relevant supporting documentation. Each request for review will be considered on its merits in conjunction with the supporting documentation provided. The supporting documentation must provide enough detail for the Institute to make an informed decision regarding the request for review.

5.14.3. The review process will commence within 10 working days of lodgment of the request for review and the Academic Registrar or nominee will provide written acknowledgement of receipt of the request. Once a decision has been made the Student will be notified in writing of the decision and the reasons for the decision.

5.14.4. The decision of the Institute is final and there is no further avenue of appeal within the Institute. If a Student wishes to take the matter further then they have the right to access the external complaints and appeals process of the Overseas Students Ombudsman.

The Overseas Students Ombudsman can be contacted as follows:

Overseas Students Ombudsman
GPO Box 442, Canberra ACT 2601
Phone: 1300 362 072

Further information can be obtained via the following link:

www.ombudsman.gov.au

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6. Implementation and communication

This procedure will be implemented and communicated through the Institute via:

- Announcement on the Institute's webpage;
- Internal circulation to staff;
- Staff professional development.

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Schedule A – Fee Refund Schedule

Refund Policy Clause	Situation	Default Day (if applicable)	Refund Calculation
5.1.1	The Student has been refused a Student Visa and the Student: (a) does not start the Course at the agreed location on the agreed starting day; or (b) the Student withdraws from the Course at the agreed location before the agreed starting day	(a) The agreed starting day for the Course (b) The day on which the Student withdraws from the Course	Refund amount is calculated in accordance with the legislative instrument made under section 47E(4) of the ESOS Act (" legislative instrument "). <i>By way of guidance, in this instance the refund amount is the Course Fees minus the lesser of:</i> <i>(a) 5% of the Course Fees received by the Institute before the Default Day; and/or</i> <i>(b) \$500.</i>
5.1.1	The Student has been refused a Student Visa and the Student withdraws from the Course at the agreed location after the agreed starting day	The day on which the Student withdraws from the Course	Refund amount is calculated in accordance with the legislative instrument. <i>By way of guidance, the refund amount is:</i> <i>Weekly Tuition Fee x Weeks in Default Period</i>
5.1.1	The Student has been refused a Student Visa and the Student fails to pay an amount that the Student was liable to pay the Institute, directly or indirectly, in order to undertake the Course at the agreed location.	The day on which the Institute refuses to provide, or continue providing, the Course to the Student	Refund amount is calculated in accordance with the legislative instrument. <i>By way of guidance, the refund amount is:</i> <i>Weekly Tuition Fee x Weeks in Default Period</i>

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Refund Policy Clause	Situation	Default Day (if applicable)	Refund Calculation
5.2.1	The Student withdraws from the Course (and a Student Visa has not been refused) more than 10 weeks before the agreed starting day for the Course.		If the Institute has received Tuition Fees for one Study Period, the refund amount is 50% of the Tuition Fees received. If the Institute has received Tuition Fees for two or more study periods, the refund amount is: - 50% of the Tuition Fees for the first study period; and - 80% of the Tuition Fees received for each subsequent study period.
5.2.1	The Student withdraws from the Course (and a Student Visa has not been refused) between 10 weeks and one week before the agreed starting day for the Course.		If the Institute has received Tuition Fees for one Study Period, the refund amount is 20% of the Tuition Fees received. If the Institute has received Tuition Fees for two or more study periods the refund amount is: - 20% of the Tuition Fees for the first study period; and - 50% of the Tuition Fees received for each subsequent study period.
5.2.1	The Student withdraws from the Course (and a Student Visa has not been refused) less than one week before the agreed starting day for the Course.		No refund of Tuition Fees.

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Refund Policy Clause	Situation	Default Day (if applicable)	Refund Calculation
5.2.2	The Student is on a packaged program comprising an ELICOS course and a Principal Course and the Student withdraws after commencement of the ELICOS course and before the agreed starting day for the Principal Course (and a Student Visa has not been refused)		No refund of Tuition Fees
5.3	The Student fails to commence the Course on the agreed starting day for the Course (without withdrawal or Deferment and a Student Visa has not been refused)		No refund of Tuition Fees
5.4.1(a) and 5.4.2	Termination of the Student's enrolment due to: the student failed to pay an amount payable to the Institute for the Course; or the Student breached a condition of their Student Visa; or misbehaviour or misconduct (including academic misconduct) by the		No refund of Tuition Fees

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Refund Policy Clause	Situation	Default Day (if applicable)	Refund Calculation
	Student where the Institute has made a final determination after giving the Student natural justice.		
5.4.1(b) and 5.4.2	Termination of the Student's enrolment due to their Student Visa expiring, lapsing, not renewed or is cancelled.		No refund of Tuition Fees
5.4.3	Termination of the Student's enrolment due to unsatisfactory academic progress		Refund amount = Weekly Tuition Fee x Weeks in Default Period Where: "Weeks in Default Period" means the number of calendar days from the date of termination to the end of the Study Period(s) for which the Institute has received payment of Tuition Fees from or in relation to the Student, divided by 7, then rounded up to the nearest whole number.
5.5	The Student withdraws from the Course following the agreed starting day for the Course (and a Student Visa has not been refused)		No refund of Tuition Fees

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Refund Policy Clause	Situation	Default Day (if applicable)	Refund Calculation
5.6.1	Grant of Australian Permanent Residence to the Student (subject to satisfactory evidence) prior to the agreed starting day for the Course		Refund of all Course Fees received by the Institute less any Application Fee and Administration Fees.
5.6.2	Grant of Australian Permanent Residence to the Student (subject to satisfactory evidence) on or after the agreed starting day for the Course		No refund for the Study Period in which Australian Permanent Residence is granted.
5.7.1	Deferment of Course for late Student Visa approval (subject to satisfactory evidence), if deferment is granted or obtained more than two weeks after the agreed starting day for the Course		Tuition fees to be credited towards the Study Period in which the Student commences study.
5.7.2	The Student, after commencing a Study Period, is granted a deferment for that Study Period		- No refund of Tuition Fees. - No credit of any Unspent Tuition Fees for the Study Period in which deferment is granted or obtained. - Tuition Fees paid for any future Study Period(s) will be credited towards a future Study Period.

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Refund Policy Clause	Situation	Default Day (if applicable)	Refund Calculation
5.7.3	If a Student, after commencing a Course, withdraws from the Course during a period of deferment or following a period of deferment, clause 5.5.2 of this Policy applies.		- No refund of Tuition Fees
5.8	Variation to enrolment in Unit(s) between one week before the commencement of a Study Period and the Census Date inclusive, excluding ELICOS (Overseas Student only)		- No refund of Tuition Fees - Unspent Tuition Fees for the original Unit(s) will be credited towards substitute or subsequent Unit(s). For this purpose: Unspent Tuition Fees = Weekly Tuition Fee x Weeks of Variation Where: "Weeks of Variation" means the number of calendar days from the variation date to the end of the Study Period to which the variation relates, divided by 7, then rounded up to the nearest whole number.
5.8	Variation to enrolment in Unit(s) after the Census Date, excluding ELICOS (Overseas Student only)		- No refund of Tuition Fees - No credit of Tuition Fees towards any substitute or subsequent Unit(s).
Clauses 5.10.2 and 5.10.3	Provider Default (if refund is payable)	The agreed start day or the day on which the Course ceases to be provided (as applicable)	Refund amount is calculated in accordance with the applicable legislative instrument. <i>By way of guidance, in this instance the refund amount is:</i> <i>Weekly Tuition Fee x Weeks in Default</i>

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Refund Policy Clause	Situation	Default Day (if applicable)	Refund Calculation
			<i>Period</i>
Clause 5.10.4	Confirmation of enrolment not provided to Overseas Student who has entered into a Student Agreement, before the agreed starting day for the Course		Refund of all Course Fees minus the Application Fee.

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Policy Category	Corporate
Policy Owner	Chief Executive Officer
Responsible Officer	Manager Finance
Administration	Campus Directors
Review Date	21 September 2023
Related Documents and Supporting documents and References	Government legislation: • Education Services for Overseas Students Act 2000 (The ESOS Act) (amended version) • ESOS Regulations 2001 • The National Code of Practice for Providers of Education and Training to Overseas Students 2018 (The National Code) Institute documents: • International Student Agreement • Admission Policy and Procedure http://www.mit.edu.au/about-mit/institute-publications/policies-procedures-and-guidelines/admission-policy-procedure • International Student Transfer Policy http://www.mit.edu.au/about-mit/institute-publications/policies-procedures-and-guidelines/MIT-Student-Transfer-Policy-Procedure • Enrolment Policy and Procedure http://www.mit.edu.au/about-us/institute-publications/policies-procedures-and-guidelines/MIT-Enrolment-Policy-and-procedure • ELICOS Policy & Attendance Policy http://www.mit.edu.au/about-mit/institute-publications/policies-procedures-and-guidelines/ElicosPolicyAndProcedure • Student Complaints and Grievances Policy and Procedure http://www.mit.edu.au/about-mit/institute-publications/policies-procedures-and-guidelines/Complaint-Policy-Procedure • Academic Policy and Procedure http://www.mit.edu.au/about-mit/institute-publications/policies-procedures-and-guidelines/Academic-appeals-policy-procedure • Academic progression policy and procedure http://www.mit.edu.au/about-mit/institute-publications/policies-procedures-and-guidelines/student-academic-progress-policy-and-procedure • Equal Opportunity Policy and Procedure http://www.mit.edu.au/about-us/governance/institute-rules-policies-and-plans/policies-procedures-and-guidelines/MIT-Equal-Opportunity-Policy-Procedure

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Document Amendment Note:

Clauses 5.7.3 and 5.5.2 were amended and noted at the Executive Management Committee (EMC) meeting held on 5 August 2026.