

Refund Policy

Policy Category	Corporate				
Policy Owner	General Manager IGI				
Responsible for Implementation	Registrar				
Review Date (2 years)	October 2025				
Relevant to	Staff responsible for administrating tuition and non-tuition fees and students (prospective, commencing, and continuing).				
Related Documents	Admissions Policy & Procedure Letter of Offer and Written Agreement Complaints and Appeals Policy Complaints and Appeals Procedure Deferral Procedure Enrolment Terms and Conditions Refund Procedure Transfer Between Providers Procedure Withdrawal Procedure				
Version	Authorised by	Approval Date	Effective Date		
1.2	General Manager IGI	1 Oct 2023	1 Oct 2023		

1. Purpose

The Refund Policy specifies the conditions under which a student can obtain a tuition fee refund. This Policy should be read in conjunction with the Refund Procedure.

2. Definitions

Definitions			
Census Date	Is the date when a student's enrolment is finalised, after which they are liable for all tuition fees and associated course costs. Census dates for each IGI course will be provided on the IGI website.		
Commencement Date	The first day of the study period.		
Commencing Student	A student who has accepted an offer to study at IGI but has yet to commence their studies.		
Continuing Student	A student who has completed at least one study period with IGI and is eligible to remain in the course of study		
Course	A course of study comprising units of study, the successful completion of which results in the awarding of a qualification.		
Compassionate or	Are circumstances generally those beyond the overseas student's control a		
compelling	which impact the overseas student's course progress or well-being. These		
circumstances	could include, but are not limited to:		
	 serious illness or injury, where a medical certificate states that the overseas student could not attend classes. 		

Definitions					
	 bereavement of close family members such as parents or grandparents (where possible, a death certificate should be provided). major political upheaval or natural disaster in the home country requiring emergency travel has impacted the student's studies. a traumatic experience, which could include involvement in or witnessing a serious accident or witnessing or being the victim of a serious crime, and this has impacted the overseas student (police or psychologists' reports must support these cases) where IGI was unable to offer a pre-requisite unit or the overseas student has failed a prerequisite unit and therefore faces a shortage of relevant units for which they are eligible to enrol. 				
Deferral	A prospective student has received an offer to study in an IGI higher education course but has delayed commencement.				
Domestic Student	Australian citizens, New Zealand citizens, or holders of an Australian permanent visa (holders of all categories of permanent resident visas, including Humanitarian Visas).				
Higher Education Standards Framework (Threshold Standards) 2021	Standards which are the basis for the regulation of higher education providers and courses in Australia by the Tertiary Education Quality and Standards Agency (TEQSA).				
Leave of Absence	An approved period during which a student is not enrolled in any unit.				
Non-Tuition Fees	Fees charged by IGI that are not for tuition.				
Overseas Student	A student who may hold a student visa is protected by the Education Services for Overseas Students Act 2000.				
Overseas Student Health Cover (OHSC)	Assists overseas students to meet the medical and hospital care costs they may need while studying in Australia. All overseas students studying in Australia must have an OSHC policy for the duration of their student visa.				
Provider Default	Is when a registered provider fails to deliver or continues to deliver a course.				
Tuition Fees	Fees received by the IGI that are directly related to the provision of a higher education course.				
Tuition Protection Services (TPS)	An Australian Government initiative designed to assist overseas students whose education providers cannot fully deliver their course of study.				
Unit	A separate subject, when combined with other units, makes up a course.				
Unused Tuition Fees	The ESOS Act defines "tuition fees" as being directly related to the course a provider provides or offers the student. IGI will calculate the refund based on all unused tuition fees on a weekly basis.				
Withdrawal	The discontinuation of a student's enrolment in a unit or course.				
Withdrawal date	The Date specified in the written notice is when the student's withdrawal takes effect or when the student's enrolment was cancelled.				

3. Scope

This Policy applies to prospective and current domestic and international students and staff handling refund requests.

4. Policy statement

4.1. Under certain conditions, new and continuing students are entitled to a full or partial refund of their tuition fees. IGI ensures its refund rules are easily accessible and transparent and comply with all Australian government legislative requirements to ensure prospective and current students are fully informed of their financial obligations before enrolment.

5. Principles

- 5.1. Students may choose to pay their tuition fees in full or over agreed instalments by payment plan.
- 5.2. If a student decides not to pay their tuition fees in full, an initial minimum payment is required at the time of enrolment, and the remaining course fees, if any, are to be paid in alignment with the agreed instalment plan as listed on the student's Letter of Offer and Written Agreement, over the remainder of the course.

Domestic students

- 5.3. A student who withdraws from a course of study before the census date is entitled to a full refund of the tuition fees paid.
- 5.4. A student who withdraws from a course of study after the census date is not entitled to a refund of the tuition fees paid unless there are special circumstances that are:
 - beyond the student's control;
 - did not make a total impact on the student until on or after the census date of the units;
 - made it impracticable for the student to complete the unit(s); and
 - upheld with supporting documentation.
- 5.5. Special circumstances include:
 - medical circumstances (e.g. where a student's medical condition has changed to such an extent that they are unable to continue studying);
 - family/personal circumstances (e.g. death or severe medical problems within a family, or unforeseen family financial difficulties, so that it is unreasonable to expect a person to continue studies);
 - employment related circumstances (e.g. where a student's employment status or arrangements have changed so that the student is unable to continue his or her studies, and this change is beyond the person's control); or
 - course-related circumstances (e.g., IGI has changed the unit it offered, and the student is disadvantaged by being unable to complete the unit or not being given credit towards another unit or course).
- 5.6. A student is unable to complete the requirements for a unit if the student is unable to:
 - undertake the necessary private study required, or attend sufficient lectures or tutorials or meet other compulsory attendance requirements to meet their compulsory course requirements;
 - complete the required assessable work; or
 - complete any other course requirements because of their inability to meet the points above.
- 5.7. A student cannot apply for a refund or re-credit if they have successfully completed the unit.

International students

5.8. IGI only enters into a written agreement (that contains information regarding refunds) with an international student concurrently with or before accepting payment from the student.

Withdrawal and request for refund

5.9. A student may withdraw from a Course and request a refund of tuition fees before the commencement of the course in accordance with the entitlements outlined in Table 1 and in accordance with the process outlined in the Refund Procedure. All requests must be made in writing and are deemed to take effect on receipt of that written notification.

Table 1.

Withdrawal date	Refund entitlement
More than 28 days before the course	A full refund of the tuition fees paid less a \$250
commencement date	withdrawal fee
Between 28 days and 14 days before the course	75% of the tuition fees paid for the first study
commencement date	period are usually equivalent to four standard
	units, which is equivalent to 12 credit points less
	a \$250 withdrawal fee
14 days or less before the course commencement	50% of the tuition fees paid for the first study
date	period is usually equivalent to four standard
	units, which is equivalent to 12 credit points less
	a \$250 withdrawal fee
After the commencement of a course	No refund

5.10. For students enrolled in a packaged course, the withdrawal periods apply to their first-course start date. After the student's first course commences, no further withdrawal windows with a refund of tuition fees apply.

Visa refusal

To be eligible for this refund, the student must provide satisfactory evidence (such as the visa refusal letter from the Department of Home Affairs) and the request for a refund.

- 5.11. A student who has had their application for a visa to study in Australia rejected before the commencement date of the enrolled course must notify IGI in writing with a copy of the Australian Embassy rejection letter at least 24 hours before the course commencement date, will be provided with a full refund of any tuition fees paid less a \$250 administration fee.
- 5.12. A student who has not commenced their enrolled course and has had their application for a visa to study in Australia rejected after the commencement date of that enrolled course will be provided with a refund. The refund will be calculated as the amount of tuition fees received by IGI minus the lesser of the following amounts: 5% of the amount of tuition fees received by IGI, or \$500.
- 5.13. Any student who has commenced their enrolled course and had their visa refused will be provided a refund. The refund will be calculated as the amount of unused tuition fees paid from the date the visa was rejected minus a \$250 administration fee.

All students

Refunds - general

- 5.14. Refunds will only be finalised when all the relevant information is provided to IGI and the student verbally confirms the bank account to be used for the refund.
- 5.15. Outstanding debts owed by the student are deducted from any refund before payment.
- 5.16. IGI provides a full refund of any tuition fees paid, less a \$250 administration fee, if:
 - political or civil unrest or natural disasters prevent the student from leaving their home country or paying fees in full;
 - the student is unable to commence their course because of a serious and prolonged illness, disability or death of a parent, sibling, spouse or child with proof that it has affected their financial standing, especially for international students.

Refusal of a refund

- 5.17. A refund is not provided in the following circumstances:
 - a student has supplied fraudulent, forged or deliberately misleading documentation;

- a student had their enrolment suspended or cancelled by IGI due to a breach of their terms and conditions, such as but not limited to academic or behavioural misconduct;
- a refund request is submitted after the student's enrolment has been suspended or cancelled by IGI due to the non-payment of course fees.

Obligation to notify

- 5.18. Students must formally notify IGI of their intention to withdraw from a course (refer to Withdrawal Procedure), and they remain liable for any course tuition fees due up until that date.
- 5.19. The date that IGI confirms receipt of the notice is the date used to determine the refund calculations.

Provider default or cancellation of a course

- 5.20. IGI refunds all tuition fees paid if:
 - the course is being discontinued or cancelled by IGI before its commencement date;
 - the course ceases to be provided at any time after it commences but before its completion;
 - the course is not provided in full because it has been suspended or cancelled by TEQSA or had a condition imposed on its registration by TEQSA.

Transfer from IGI to another provider

- 5.21. A student who seeks to transfer from IGI to another provider may be entitled to a refund, as outlined in Table 1 above.
- 5.22. The student seeking the transfer to another provider must settle all outstanding fees before being granted a release.

Fee protection

5.23. Fee payments are protected by the provisions outlined in the Tuition Protection Policy.

Failure to pay fees

- 5.24. It is the student's responsibility to pay fees on time according to the payment plan agreed upon at the time of course enrolment.
- 5.25. Students who pay owed fees after the payment due date, as indicated in the invoice, will be charged a late payment fee of \$120.
- 5.26. A student seeking an extension of their fee payments must apply in writing via email to IGI at least two weeks before fees are due.
- 5.27. Should a student not pay fees on time according to the payment plan agreed upon at the time of course enrolment and not discuss their payment issues with IGI, IGI notifies the students in writing of its intention to cancel their enrolment due to non-payment of tuition fees. If the student is dissatisfied with this outcome, they have 20 working days to access IGI's complaints process in accordance with the Complaint and Appeal Policy.
- 5.28. If the student does not access IGI's complaints process, IGI will cancel the student's enrolment and notify the Department of Home Affairs via PRISMS.
- 5.29. The student is advised to contact the Department of Home Affairs regarding the impact on their student visa.

6. Roles and responsibilities

- 6.1. The IGI General Manager owns this Policy and is responsible for refund matters and reporting to the Governing Board as required.
- 6.2. The Registrar is responsible for overseeing the implementation of this Policy and has authority to issue refunds in accordance with this Policy.

7. References

- Higher Education Standards Framework (Threshold Standards) 2021
- Education Services for Overseas Students Act 2000 (Cth)
- Education Services for Overseas Students Regulations 2019
- Education Services for Overseas Students (Calculation of Refund) Specification 2014 (Cth)
- Education Services for Overseas Students Legislation Amendment (Tuition Protection Services and Other Measures) Act 2012 (Cth)
- Higher Education Support Act 2003
- The National Code of Practice for Providers of Education and Training to Overseas Students 2018 (The National Code)
- Tuition Protection Services (TPS) Framework
- NSW Office of Fair-Trading: https://www.fairtrading.nsw.gov.au/

8. Document History

Version	Date	Author	Reason	Sections
1.0	Jun 2022	PBL Education	New policy	All
1.1	Oct 2023	IGI	Rebrand and minor amendments	All
1.2	March 2024	IGI	Minor corrections	All