



REFUND POLICY- INTERNATIONAL STUDENTS

A copy of this policy will be provided to students before a contract/agreement is signed or an amount of money is paid for a registered course. The policy is provided on the Student Application form, Student Handbook, Acceptance of Offer/Written Agreement and available on the Vibe College website.

This refund policy applies to all course monies paid to the College and includes any course monies paid to an education agent to be remitted to the College as per the Letter of Offer. This policy applies to both commencing and extending students. The word "Course" refers to the whole period for which the Confirmation of Enrolments or letter of offer is issued. "Tuition fees" are fees that are directly related to the provision of course. Agreed Starting Date means, unless and otherwise defined in the terms and conditions, the day of scheduled course commencement, or a later day agreed between Vibe and the student such day being the commencement day in the offer letter or the Students Confirmation of Enrolment. (ECOE). Package course/program means a package of courses of study comprising more than one course, all of which are offered by Vibe and in which the student is enrolled. Where the student is enrolled in a package course/program, then the agreed starting date is the commencement date of the first course in which the student is enrolled in.

In the event of student/agent requesting to make changes to agreed starting date by email or by telephone and any communication by Vibe with the student/agent in reference to the change/deferment to agreed starting date by email or any other form of communication with the shall be binding and in such cases for Refund purposes, the agreed starting date will be the initial course start/agreed starting date before any change/deferment is made.

This policy covers full and partial refunds, refunds in the event of student default and in the case of provider default.

REFUND PROCESS:

All requests for a refund must be submitted on the appropriate 'Refund application form', to the College Administration Office. Refund requests must be accompanied by official documentary evidence. If the student is unable to access the refund form a refund request should be made in writing and emailed, faxed or posted to the College Administration Office. Refunds will only be in Australian dollars.

The refund will only be made in the name of the person who paid the student fees unless the student gives a written direction to the college to pay the refund to someone else. Refunds are made in accordance with the policy below and full refunds of amounts owed to the students will be made within 4 business weeks.

All charges incurred by Vibe College in issuing refund will be met by the student.

Vibe College will endeavour to contact students who have not requested a refund within 4 weeks of leaving the College at the last known contact address, phone and email, and keep such evidence on the student file.

In the instance of Provider or Student default, the reporting timelines stated in the Policy will be adhered to.

Student Default Refund Table:

Enrolment / application \$200	Non-refundable
Tuition Fees	
Visa refused prior to course commencement	Full refund
Withdrawal at least 10 weeks prior to agreed start date	Full refund
Withdrawal at least 4 weeks prior to agreed start date	75% refund
Withdrawal less than 4 weeks prior to agreed start date	60% refund
Withdrawal after the agreed start date	No refund
Visa cancelled due to actions of the students	No refund
Course withdrawn by Vibe (provider default)	Full refund
Student is unable to start the course on serious medical grounds and evidence is provided from a registered doctor at least 2 weeks prior to agreed start date	Partial / Full refund
All tuition fee refunds will attract \$250.00 administration fee	

- Vibe College reserves the right to withhold granting the award attained by the student, if student fees remain outstanding.
- Vibe College's dispute resolution processes do not circumscribe the student's rights to pursue other legal remedies.
- Refer to the student complaints & appeal procedure on the Vibe website and in the Student Handbook if you wish to appeal the refund policy.
- Vibe College will consider the following exceptional circumstances as grounds for a student's withdrawal from the program,
 - Severe life threatening illness or disability
 - Death of an immediate family member (i.e. Mother, Father, Brother, Sister or relative where it can be shown that severe hardship may be felt by the family if study did occur).

When acceptable documentary evidence is produced, refunds will be at the discretion of Vibe College. Vibe College **does not** provide refunds for:

- Application fees, accommodation assistance fees & airport reception fees
- Withdrawal from course after the course has commenced;
- Change in students' work hours;
- Inconvenience of travel to class;
- moving interstate or overseas;
- Job change or retrenchment;
- Students who leave before completing the course &/or qualification

All bank charges incurred by Vibe College in issuing a refund will be met by the Student.

Vibe College will endeavor to contact students who have not requested a refund within 4 weeks of leaving the college and keep such evidence on the student file. In the event that the student does not commence studies on the due date the college will advise the Secretary of DIBP via PRISMS of details of the student who has not commenced studies within a period of 14 days.

CHANGE OF ADDRESS/CONTACT DETAILS

All Students are required to notify the college of a change of address, phone, or email while enrolled in the course within 7 days of a change.

STUDENT DEFAULT

- A student is not eligible for a refund in the event of student default.

A student defaults when:

- the course starts on the agreed starting day, but the student does not attend the classes on that day (and has not previously withdrawn); Adore Education Pty Ltd T/A Vibe College Tel: +61 7 2101 3933, CRICOS Provider: 03500M Ground & L2, 30 Herschel Street, Brisbane QLD 4000 Australia Email: info@vibecollege.edu.au

Or

- the student withdraws from the course (either before or after the agreed starting day);

Or

- The Institute refuses to provide, or continue providing, the course to the student because of one or more of the following events:
 - the student failed to pay an amount he or she was liable to pay to the Institute, directly or indirectly, in order to undertake the course;
 - the student breached a condition of his or her student visa; or
 - Misbehavior by the student.

STUDENT DEFAULT TIMELINES:

- 5 business days to notify the Secretary and the TPS Director (via PRISMS) of the student default
- 14 days to report cancellation of the student's enrolment to DIBP (via PRISMS)
- 28 days to finalise the student default obligations as set out in the written agreement with the student and
- A further 7 days to report the outcome of the student default (via PRISMS).

STUDENT'S RIGHTS TO APPEAL

- a. Any student who is refused a refund by Vibe College may appeal within 14 days in writing to the Academic Manger.
- b. The Institute's appeal process does not circumscribe the student's right to pursue other legal remedies.
- c. This agreement, and the availability of complaints and appeal processes, does not remove the right of the student to take action under Australia's consumer protection laws.

CANCELLATION OR NON-DELIVERY OF THE COURSE (PROVIDER DEFAULT)

- a. In the unlikely event that the College defaults, it will notify the Secretary (or delegate) and Tuition Protection Service (TPS) Director within 3 business days of the default and will have a period of 14 days to satisfy its tuition protection obligations in relation to an affected student.
The College defaults when:
 - it fails to provide the course to the student on the agreed starting day; or
 - the course ceases to be provided to the student any time after it starts but before it is completed; and
 - The student has not withdrawn before the default day.
- b. In the unlikely event that the College is unable to deliver the course in full, the student will be offered enrolment into an alternative course at no extra cost or, the student will be refunded the unspent portion of the tuition fees paid to date within 2 weeks of the day on which the course ceased to be provided.
- c. Students have the right to choose whether they would accept a refund of tuition fees or to accept a place in an alternative course. If student chooses placement in another course, the student will sign a new written agreement with the College to indicate the student accepted the placement.
- d. In the unlikely event the College is unable to provide a refund or place student in an alternative course, the TPS will provide the student with options for suitable alternative courses (if any such courses are available) or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director. Students in this instance are advised to contact <https://tps.gov.au/StaticContent/Get/StudentInformation>.

Vibe College

Vibe College is the trading name of Adore Education Pty Ltd
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