

REFUND POLICY AND PROCEDURE

1. Scope

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. A copy of this policy is also 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 and covers full and partial refunds, refunds in the event of student default and in the case of provider default.

2. Definitions

- 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 a course.
- Package Course/Program means a package of courses of study comprising more than one course, all of which are offered by Vibe College 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.
- Agreed Starting Date means, unless otherwise defined in the terms and conditions, the day of scheduled course commencement, or a later day agreed between Vibe College and the student, such day being the commencement day in the offer letter or the Students Confirmation of Enrolment. (eCOE).
 - Requests to change the agreed start date must be submitted by completing and signing an Enrolment Variation form. Requests to change the agreed start date received via email or telephone will not be accepted. Change to course start date will then be formally acknowledged through the issuance of a new letter of offer, which must be signed by the student, before final changes are made. If written documentation is not completed and lodged, the initial start date remains the same.

3. Policy

This policy is created pursuant to the ESOS Act 2000 and Standard 3.4 of the National Code of Practice for Providers of Education and Training to Overseas Students and covers full and partial refunds, refunds in the event of student default and in the case of provider default.

- Vibe College reserves the right to withhold granting of the award attained by the student, if the student has outstanding fees.
- Vibe College's dispute resolution processes do not limit the students' rights to seek other legal remedies.
- Refer to the student Complaints & Appeals policy and procedure on the Vibe College 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 students' withdrawal from the program. With the submission of acceptable documentary evidence, refunds will be at the discretion Vibe College.

- o Severe life-threatening illness or disability.

- o Death of an immediate family member (ie. Mother, Father, Brother, Sister or relative where it can be shown that severe hardship may be felt by the family if study did occur)

Vibe College does not provide refunds for:

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

All bank charges incurred by Vibe College in issuing a 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 and keep such evidence on the student file.

In the event that a student does not commence studies on the due date, the College will advise the Department of Education and Training via PRISMS, details of the student who has not commenced studies within a period of 31 days.

3.1 Student Refund Table

Enrolment fee is different from the refund administration fee. Enrolment Fee \$200 Non-refundable

All tuition fee refunds will attract \$250.00 administration fee. Tuition Fees

Visa refused prior to course commencement (evidence required)¹

Full refund Withdrawal at least 10 weeks prior to agreed starting date Full refund

Withdrawal at least 4 weeks prior to agreed starting date

75% refund Withdrawal less than 4 weeks prior to agreed starting date 60% refund

Withdrawal after the agreed starting date

No refund Visa cancelled due to actions of the students² No refund

Course withdrawn by Vibe College (provider default) before course commencement

Full refund Course withdrawn by Vibe College (provider default) after course commencement³

Please refer to Section 6

Student visa refused after course commencement or change of student visa subclass to a different type of substantive visa after course commencement or change to a Bridging Visa with study restrictions⁴

Please refer to Section 6 Student/s who wish to withdraw from their current course at Vibe College: (This section is not applicable for a student visa subclass to a different type of substantive visa after course commencement or change to a Bridging Visa with study restrictions)⁵ No refund. Please refer to Section 6

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 Student fails to achieve an acceptable English Language Proficiency (required for commencing the Vocational Course/s the student is enrolled in) as required by Vibe College Full refund

Enrolment fees

No refund Material fees after course commencement No refund

4. Student Default

A student is not eligible for a refund in the event of student default. A student default occurs 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); or
- The student withdraws from the course (either before or after the agreed starting date); or
- The College refuses to provide, or continue providing, the course to the student because of one or more of the following events:
 - o The Student failed to pay an amount he or she was liable to pay to the College, directly or indirectly, in order to undertake the course; or
 - o The Student breached a condition of his or her student visa; or
 - o Misconduct by the student.

4.1 Reporting Timeline - Student Default

Vibe College is obliged to adhere to the following timelines in relation to reporting student default:

- 14 days (31 days maximum) to report non-commencement of enrolled course or cancellation of the students' enrolment to Department of Home Affairs (Section 19, ESOS Act 2000)
- 28 days to finalise the student default obligations where a refund is provided to a student in relation to a student's visa being refused, (where there is a compliant written agreement, or where there is no compliant written agreement in place), and
- A further 7 days to report the outcome of the student default (via PRISMS) (total of 35 days after the default occurs).

4.2 Student's Right to Appeal

- Any student who is refused a refund by Vibe College may appeal within 20 days in writing to the Student Administration Manager Refer Complaints and Appeals Policy available.

- The Colleges' appeal process does not limit the students' right to pursue other legal avenues.
- The availability of the Complaints and Appeal processes does not remove the right of the student to take action under Australia's consumer protection laws.

5. Provider Default

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 date; 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.

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.

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.

In the unlikely event the College is unable to provide a refund or place students 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>

6. Refund Calculations

6.1 Visa Refused prior to course commencement - Maximum total course fee deductible by Vibe College will be \$450. (Enrolment Fee: \$250 + Refund Administration Fee: \$250)

6.2 Visa Cancelled due to actions of the student:

- A Student whose visa is cancelled by DHA during an enrolment period while in Australia for any reason (other than issuance of a Protection Visa) shall not be eligible for a refund
- A student, who supplies incorrect or fraudulent information or document to obtain a place at Vibe College, shall not be eligible for a refund

6.3 Provider default after course commencement:

Calculation under section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:

a) Weekly tuition fee = (total tuition fee for the course / number of calendar days in the course) × 7, rounded up to the nearest whole dollar.

b) Weeks in default period = number of calendar days from the default day to the end of the period to which the payment relates / 7

c) Refund amount = weekly tuition fee × weeks in default period

d) If it is identified, as per the calculation in this section, that students have paid less fees than the required amount for that period of enrolment then students are liable to pay for the difference amount (Vibe College must have received tuition fee equivalent to = Total Tuition Fee – (Weekly tuition fee × weeks in default period))

6.4 Student Visa Refused after course commencement or change of student visa subclass to a different type of substantive visa or change to a Bridging Visa with study restrictions after course commencement

- Student default in the case of visa refusal (after the student has commenced the course)

Refund calculation under section 10 of the refund specification of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:

a) Weekly tuition fee = (total tuition fee / number of calendar days in the course) × 7

b) Weeks in default period = number of calendar days from the default day to the end of the period to which the payment relates / 7

c) Refund Amount = Weekly tuition fee × weeks in default period

d) If it is identified, as per the calculation in this section, that students have paid less fees than the required amount for that period of enrolment then students are liable to pay for the difference amount (Vibe College must have received tuition fee equivalent to = Total Tuition Fee – (Weekly tuition fee × weeks in default period))

6.5 Student/s who wish to withdraw from their current course at Vibe College: (This section is not applicable for a change of student visa subclass to a different type of substantive visa after course commencement or change to a Bridging Visa with study restrictions): If a student wishes to withdraw for any reason/s listed, but not limited to below, student is still liable to pay all the outlined course fee* for that particular course, the student is currently enrolled in.

- Change in student's work hours
- Inconvenience of travel to class
- Moving interstate or overseas
- Job change, or retrenchment Students who leave before completing the course and/or qualification
- Change of mind

*Course fees = tuition fees for a particular course + all non-tuition fees for a particular course

7. Refund Procedure

7.1 Every refund request must be accompanied by a completely filled Online Refund Application Form and an Enrolment Variation Form, along with supporting evidence. All forms can be accessed through <http://www.vibecollege.edu.au/downloads/>

7.2 Supporting evidence must be official documentary evidence. All written evidence must be submitted in English.

Note: It is the applicant's responsibility to have any supporting documentation translated into English by a recognised authority, eg. National Accreditation Authority for Translators and Interpreters (NAATI).

7.3 Accounts will confirm amount refundable, if any

7.4 If students are eligible for any fees refundable will be refunded only into the bank account of the student or the same person that initially made the payment of course fees within policy time period, from the date which student gives us the completed form

7.5 Refunds are made in accordance with the policy above and full refunds of amounts owed to the students will be made within 4 business weeks.

7.6 If students are not eligible for any refunds, Vibe College will notify them of their ineligibility for the refund. Students who do not concur with Vibe College's decision, can appeal using our Complaints and Appeals Form that is available on our website. Please refer to our Complaints and Appeals Policy on our website.

Refunds will only be in Australian dollars. All bank charges incurred by Vibe College in issuing a 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.