



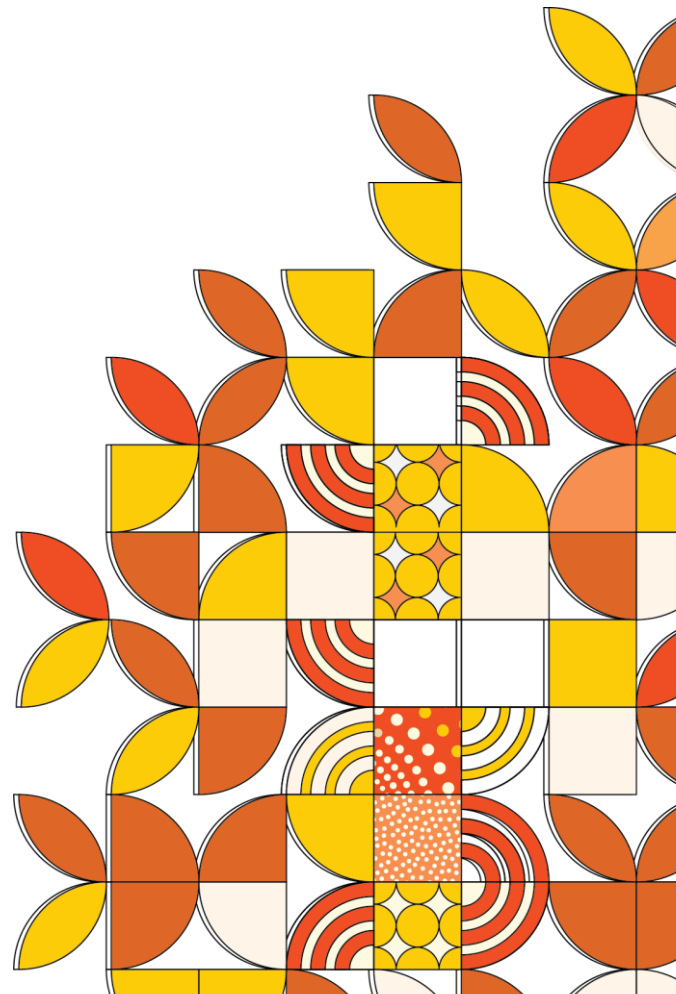
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Fees, Charges and Refunds for International Students Procedure



SECTION 1

Purpose

1. The purpose of this Procedure is to:
 - a) Outline the basis on which the Institute of Health & Management (IHM) collects fees from international students.
 - b) Clarify principles regarding the setting, changing, and refunding of fees for tuition and other services.
 - c) Set out the circumstances by which the student may receive full or partial refund of tuition fees that they may have paid and provides information for refund applications.
 - d) Comply with the relevant legislation and to ensure that IHM delivers a transparent, effective, and efficient student fee refund process.

Scope

2. This policy applies to:
 - a) all current or prospective international students enrolling in a course of study at IHM (including to whom Education Services for International Students Act 2000 applies).
 - b) All relevant IHM staff implementing the Policy and Procedure.

Definitions

3. Refer to IHM's Glossary of Terms.

Suite documents

4. This procedure is linked to the following policies and procedures:
 - a) Fees, Charges and Refunds for International Students Policy
 - b) See also the Associated Information listed in the 'Related Internal Documents' in Section 3 below.

SECTION 2

Procedure

Fees and Charges

5. This Procedure applies to tuition and non-tuition fees for IHM courses.
6. **Condition of Offer and Agreement**
 - 6.1. When IHM receives a signed offer of acceptance documents from a student, prior to or concurrently with receipt of their tuition fee deposit, this will constitute a written agreement between IHM and the student. Both parties should thereafter abide by the terms and conditions in this Procedure and associated documents.
 - 6.2. As part of the application process when fees are discussed, IHM staff must ensure that the prospective student understands that the fees are:
 - a) part of tuition
 - b) the purpose of the fees, and
 - c) the total course liability to be incurred (including when and how the fees are to be paid).

7. Tuition fees

- 7.1 The schedule of fees and charges for all courses, including administrative charges can be found at <https://www.ihm.edu.au/students/fees-and-charges/>
- 7.2 Students who change their course of study will be subject to the fees applicable as quoted in the students' offer letter.
- 7.3 Tuition fees do not include fees for amenities, facilities, goods or services of a non-academic nature.
- 7.4 Should a student decide to change their course, they will receive a new offer letter and will be liable for the new course fee.
- 7.5 The actual tuition fee charged each teaching period may vary depending on the number and weighting of study units in which a student is enrolled in each teaching period.
- 7.6 If IHM withdraws the offer of a place, 100% of the tuition fee will be refunded.
- 7.7 In circumstances where the information or documentation provided by the students is fraudulent or incorrect, IHM reserves the right to retain the full amount of the tuition fees.
- 7.8 If IHM is unable to provide the course offered to the student, the total amount paid by the student will be refunded.
- 7.9 If IHM does not allow the student to continue their course because of poor academic progress or suspension, the tuition fee for the remaining teaching period will be refunded in full.

8. Payment of fees

- 8.1 Fees must be paid in advance. Payment of all tuition fees and charges is a condition of enrolment and must be paid in full by the agreed due date. Failure to pay will result in cancellation of the student's enrolment.
- 8.2 Students are required to make fee payments for each teaching period of study as follows in 9. and 10. below.

9. Commencing Students

- 9.1 Commencing students must pay, at the time of accepting their offer, the required fee as stated in their letter of offer.
- 9.2 If the student is unable to meet the conditions of the offer and elects to withdraw prior to the census date, they are eligible for a full refund. However, if a student continues in their course beyond the census date, they are not eligible for a refund.
- 9.3 Indicative tuition fees for the current year are provided to the student at the time of the offer. Fees are reviewed annually and if the student commences in the following year, the student will be required to pay the set fee applicable for that course.

10. Continuing Students

- 10.1 Continuing students must pay the required fee as per the agreed student contract (in advance prior to the census date).
- 10.2 Students can download their statement of account via IHM Student Hub prior to the start of each teaching period.
- 10.3 The invoice will indicate the payment date or dates by which the payment must be made. The amount may vary for each study period according to any changes in the study load.
- 10.4 All fee payments must be made in Australian Dollars.

11. Difficulties with payment

- 11.1 In exceptional circumstances, special payment arrangements may be made for students experiencing difficulties making payment. These arrangements will take accounts of students' financial and other circumstances.
- 11.2 Written requests for special payment arrangements together with relevant documentation will be considered by the Chief Financial Officer and Registrar.

12. Non-payment of fees

- 12.1 Failure to pay fees by the due date will result in the cancellation of a student's enrolment.
- 12.2 A student whose enrolment is cancelled will retain their fee liability and will not be permitted to re-enrol in a subsequent teaching period until such time that the debt is paid in full or an agreement reached about repayment between the student and IHM.
- 12.3 Once any outstanding fees are paid, the student whose enrolment was cancelled may apply for reinstatement in their course.
- 12.4 IHM is required to advise the Department of Immigration via PRISMS about students on a student visa whose enrolment has been cancelled. This may affect the student's entitlement to stay in Australia.
- 12.5 IHM may use external debt recovery agencies for outstanding fees. The students are liable to cover the cost of fees charged in relation to debt recovery.

13. Fee variations

- 13.1 If a student changes course of study after paying the fee for a teaching period, there may be a variation to the fee student's fee liability. Any additional fees owed will be included in the student's subsequent invoice and must be paid by the due date indicated on the invoice.
- 13.2 Alternatively, any amount owed to the student will be credited towards the student's next fee payment.

14. Repeated units

- 14.1 Students who are required to repeat a unit will be charged the fee applying to the unit in accordance with the following: fee to be charged will be as per the published fees.

15. Unit fees for Credit Transfers/Recognition of Prior Learning (RPL) granted students

- 15.1 Where RPL is granted for a unit, the student's fee for the RPL of the respective unit is fifty percent or half of the stated unit price.
- 15.2 The student will be informed about the RPL unit fees after RPL approval.
- 15.3 Where credit for a full unit has been approved, the total cost of the unit will be credited to the student's account thereby reducing the student's course fee.

16. Overseas Student Health Cover

- 16.1 It is a condition of an international student visa that the student obtain and maintains Overseas Student Health Cover (OSHC) for the duration of their time in Australia.
- 16.2 To ensure international students meet this visa condition, IHM will collect fees for OSHC for the entire duration of a student's visa prior to their enrolment, if using the IHM provider. This fee will be forwarded to IHM's OSHC provider.
- 16.3 Payment of the OSHC fee more than the invoiced amount will be allocated to the student's tuition fee for this first teaching period.
- 16.4 Payment to IHM is required prior to the student being issued the Confirmation of Enrolment (COE).
- 16.5 If a student cancels their IHM arranged OSHC prior to arrival in Australia, they will be entitled to a refund from IHM's provider.
- 16.6 If a student cancels their IHM arranged OSHC after arrival in Australia, they will need to contact IHM's provider to request a refund.
- 16.7 Students may arrange their own OSHC for the length of their visa and forward proof of that cover to the university instead of payment. Students who arranged their own health cover should consult their provider about a refund provision in the event of cancellation.

Refunds**17. Circumstances of Refunds: Full refunds including non-tuition fee**

- 17.1 Where IHM cancels a course, IHM will seek to reschedule the course and offer an alternative place to the student.
- 17.2 A student is not obliged to accept the alternative course offer and may make an application for a full refund in writing using the Application for Refund form. A full refund will be provided to students who do not accept the alternative offer.

18. Circumstances of Refunds: Full refunds excluding non-tuition fee

- 18.1 Where a student withdraws in writing (using the appropriate IHM form) from a course by the census date, a full refund of the tuition fee will be provided to the student; the non-tuition fee is non-refundable.
- 18.2 Where an international student's visa has been refused, a full refund of the tuition fee will be provided to the student (the non-tuition fee is non-refundable).
- 18.3 An international student, in their first six months of on-campus study at IHM, who requests a transfer to another registered provider must apply for a Letter of Release. Where IHM grants a Letter of Release, before the census date in that teaching period, the international student is eligible for full refund for their course in that teaching period.

- 18.4 Where IHM grants a Letter of Release after the census date, the international student is not eligible for a refund.
- 18.5 The refund is granted if:
- An obligation to provide the refund under sections 46D (Provider Default), 47D (Student Default) or 47E (Other cases) of the [Education Services for Overseas Students Act 2000](#) is identified.
 - An obligation to provide a refund under any other applicable legislation such as the Competition and Consumer Act 2010 is identified.
 - Compassionate, Compelling, or exceptional circumstances exist that justify the provision of a refund.
- 19. Partial refund – Exceptional and Special Circumstances**
- 19.1 In exceptional circumstances, the Registrar in consultation with the Finance Manager may authorise a partial refund for a student that withdraws two (2) weeks after the census date.
- 19.2 The proportion of fees to be refunded will be at the discretion of the Registrar in consultation with the Finance Manager and will take into consideration the amount of the course the student has completed.
- 19.3 Exceptional and special circumstances can be defined as those where illness or injury do not allow a student to continue their studies and would not reasonably be able to continue after a six (6) month deferment.
- 19.4 The student will be required to provide evidence of exceptional/special or extenuating circumstances that may include, but are not limited to:
- Medical reasons whereby the medical condition existed prior to the course commencement, continued past the commencement of the course, and deteriorated to the extent that the student is unable to continue their studies OR the medical condition only became known after the commencement date.
 - A medical certificate is required for proof of condition.
 - Family/personal reasons that are due to unforeseen personal/family reasons that are beyond the control of the student that preclude the student from continuing their studies.
 - This may also include unavoidable travel.
 - Employment related reasons whereby the employment status or employment arrangements of the student change unexpectedly due circumstances beyond their control and they are unable to continue their studies.
 - Course related reasons whereby the arrangements for the course are changed and as a result the student would be disadvantaged to the extent that they are unable to complete the requirements of the course and continue their studies.
- 19.5 The application for a refund due to special circumstances should be provided in writing. Each application will be considered on its merits based on supporting documentation provided.
- 19.6 The supporting documentation provided by the student should have enough details to make an informed decision regarding their case for a refund.
- 19.7 Students will be advised of the outcome of their request within 30 days from the date IHM receives the request.

20. No refunds

- 20.1 A student who withdraws or defers from the course after the census date in that teaching period, and the withdrawal is not subject to compelling, compassionate, or exceptional circumstances, a student will not be eligible for a refund of tuition fees.
- 20.2 A student whose enrolment is either suspended or cancelled by IHM for whatsoever reason during the during period, including but not limited to misbehaviour or non-payment of fees to IHM, shall not be eligible for refund for that teaching period.
- 20.3 A student whose visa is cancelled during the teaching period shall not be eligible for a refund.

21. Process for claiming refunds

- 21.1 Refund application for full or partial refunds must:
 - a) Be submitted using the online Refund Form.
 - b) The reason for the refund must be mentioned in the application.
 - c) Be accompanied by supporting document (if applicable).
 - d) Refund applications will not be processed where the details provided on the application form does not match the student’s details provided in the student profile or other documents provided by the student upon admission.

22. Payment of Refunds

- 22.1 Refunds for students withdrawing from a course or unit of study will be processed according to this policy.
- 22.2 Refunds will normally be paid within 30 days from the date of receipt of the refund request.
- 22.3 Refunds will be paid only in Australian Dollars.
- 22.4 Refunds are normally made in the form of an electronic transfer directly to the student, or to the person specified in the refund application.

23. Grounds on which refunds are granted: In summary

Provider Default	Refund (payable within 30 days of refund request lodgement)
<ul style="list-style-type: none"> a) In the unlikely event that IHM is unable to provide the course for which the original offer letter was made prior to agreed course start date. b) In the unlikely event that IHM is unable to continue to provide the course for which the original offer letter was made after agreed course start date and the student has not withdrawn by that date. c) In the unlikely event that IHM is declared insolvent or is placed under administration and is unable to provide the refunds to students, the Tuition Protection Scheme (TPS) will be activated. TPS is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students can either: 	<ul style="list-style-type: none"> • 100% refund of total course fees (tuition and non-tuition fees). • Refund of unspent tuition fees will be calculated as per the refund calculator.

<ul style="list-style-type: none"> a. complete their studies in another course or with another education provider; or b. receive a refund of their unspent tuition fees. 	
Student Default	Refund (payable within 30 days of refund request lodgement)
a) Visa refusal prior to agreed course start date.	100% refund of tuition fees. Non-Tuition fee is non-refundable.
b) Visa refusal due to fraudulent documentation, forged documents, or deliberately misleading information.	No refunds.
c) Visa refusal after the agrees course start date.	Refund of unspent tuition fees from the date of written notification received.
d) Withdrawal from course before census date.	100% refund of prepaid fees excluding non-tuition fees.
e) IHM approved deferment of studies for one term, then subsequent cancellation of enrolment	No refund of current study period. 100% refund of prepaid course fee for any subsequent course/term excluding non-tuition fee.
f) IHM initiated cancellation of enrolment due to student default or poor academic progress or misconduct/misbehaviour.	No refund of current study period. 100% refund of prepaid course fee for any subsequent course/term excluding non-tuition fee.
g) Cancellation of enrolment due to visa cancelation due to breach in visa condition.	No refund of current study period. 100% refund of prepaid course fee for any subsequent course/term excluding non-tuition fee.
h) Cancellation of enrolment due to non-commencement.	No refund of current study period Subsequent courses will be calculated as per weeks prior to agreed course/term start date excluding non-tuition fee.
Non-refundable fees	
a) Non-tuition fee in all conditions (except for provider default prior to course commencement).	
Refund Calculator	
a) Refund Calculator (ESOS calculation of refund specifications) <ul style="list-style-type: none"> a. Weekly tuition fee b. Weeks in default period c. Refund amount 	<ul style="list-style-type: none"> a. Weekly tuition fee= (total tuition fee for the course/ number of calendar days in the course) x 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 payment relates)/7 c. Refund amount= weekly tuition fee x weeks in default period

Collection and Retention of Fees

24. Collection of fees

- 24.1 Student fees will be collected either electronically via the IHM secure website or deposited by electronic funds transfer into the designated bank account.
- 24.2 The Finance Manager and Finance Officer will monitor bank deposits and track the payment status of invoices.

25. Fees to be retained in a designated bank account

- 25.1 All tuition fees collected will be held in a designated bank account which is not used to store money from any other source.
- 25.2 The money is placed in this account for each consecutive intake of students and no part of that money will be withdrawn until the students who paid the fees have commenced the units of study for which the fees were paid, unless:
- The fees for one or more students, or part thereof, are to be required to be refunded in accordance with section 46D, 47D or 47E of the Employment Services for Overseas Students Act 2000.
 - A payment is required to be made to the Tuition Protection Service (TPS) Director in accordance with section 50C of the Employment Services for Overseas Students Act 2000
- 25.3 If a withdrawal of fees is made due to any of the above exceptions, the fact that it has been made and the amount withdrawn will be stated in the Notice to the Secretary and the TPS Director, which is issued within seven (7) days after the provider obligation period ceases, in accordance with section 47H of the Education Services for Overseas Students Act 2000 incorporating subsequent amendments.

26. Notice to the Secretary and the TPS Director

- 26.1 If a default occurs under Subdivision A or Subdivision B of the Education Services for Overseas Students Act 2000:
- The Finance Manager prepares a draft Notice to the Secretary and the TPS Director, using the Notice to the Secretary and the TPS Director Template.
 - Obligations to the student are discharged.
 - The Chief Finance Officer inspects the notice and provides conditional approval for its submission.
 - If amendments have been made, the Chief Finance Officer inspects the notice once more and grants final approval.
 - If no amendments were made, or once step 4 has been completed and no later than 5 days after the cessation of the obligation period, the Finance Manager lodges the notice.

Appeals

27. Review of decision and appeal

- 27.1 A student may request a review of decision in relation to a student fee refund where a student considers that IHM has not assessed or processed the refund request in accordance with this Procedure, or not all relevant information was considered when the refund was assessed.
- 27.2 Where the student is not satisfied with the attempt at informal resolution, or is uncomfortable with attempting informal resolution, the student may lodge a formal request for a review of decision in accordance with IHM's Student Complaint and Appeals Policy and Procedure.
- 27.3 Student may also appeal against IHM's decision that may have impacted on the application of this Procedure in accordance with the relevant academic or non-academic procedure.

27.4 Where a student agrees to the terms of this policy, such agreements, the availability of Complaints, Appeals and review of decision processes, does not remove the right of the student to take further action under Australia’s consumer protection laws.

SECTION 3

Associated Information

Related Internal Documents	<p>Fees, Charges and Refunds for International Students Policy Fees, Charges and Refunds for International Students Procedure Fee and Charges document available at IHM website Refund Application Attendance Policy Attendance Procedure Student Academic Progression Policy Student Academic Progression Procedure Student Complaints and Appeals Policy Student Complaints and Appeals Procedure Admission and Enrolment Policy Admission and Enrolment Procedure Student Support Services Policy Student Support Services Procedure</p>
Related Legislation, Standards and Codes	<p>Education Services for Overseas Students Act 2000 National Code of Practice (2018). National Code of Practice for Providers of Education and Training to Overseas Students 2018 National Code of Practice (2018): Standard 6: Student Support Services National Code of Practice (2018): Standard 8: Overseas student visa requirements National Code of Practice (2018): Standard 9: Deferring, suspending, or cancelling the overseas student’s enrolment. Fact Sheet: ESOS refund specification 40714 TEQSA (2020). Online learning good practice TEQSA (2018). Occasional Forum Series: Quality Assurance of Online Learning HESF (2021). Higher Education Standard Framework Domain 1: Student participation and attainment</p>
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Change History

Version Control		Version 4.1
Change Summary	Date	Short description of change, incl version number, changes, who considered, approved etc
	02/08/21	<ul style="list-style-type: none"> • Policy and Procedure are separated in two separate documents • Feedback from Wells Advisory was accepted • Definitions have been added • Minor editorial changes have been made • Version 4 approved by Academic Board in September 2021
	22/11/2023	<ul style="list-style-type: none"> • Transfer into new template. • Title change to focus on International students. Domestic students will have separate policy and procedure. • Definitions removed and replaced with reference to IHM glossary. • Minor update in refund calculator to align with recent ESOS change
Version 4.1		