



Refund Policy

Policy

This policy contains requirements that apply to all students that are currently studying or formally enrolled with us at The Ashmark Institute of Australia (thereafter known as AIA).

Procedural Purpose

The purpose of this policy is to ensure that all “*written agreements between registered providers and students set out the services to be provided, fees payable and information in relation to refunds of course money*”. AIA requires all students to be treated fairly and with integrity when applying for refunds and this procedure is intended to ensure that this occurs.

Refunds will be made in Australian dollars by electronic bank transfer or overseas bank draft.

Introduction

AIA's policy on the refund of tuition fees and other course money for international students has been developed in accordance with the ESOS Act 2000, ESOS Regulations 2001 and the National Code 2007. This policy applies equally to all new and re-enrolling students unless otherwise stated.

Amounts below include any course money collected by education agents on behalf of The Ashmark Institute of Australia	
Visa refused prior to course commencement	Full refund, less no more than the lesser of AUD\$250 (Inclusive of all Administrative Fee) and 5% of the Total course money received before default date.
Visa refused after the course commencement	Full refund, less no more than the lesser of AUD\$250 (Inclusive of all Administrative Fee) and 5% of the Total course money received before default date.
Withdrawal at least 10 weeks prior to course commencement date	Full refund less AUD\$250 (Inclusive of all Administrative Fee)
Withdrawal less than 10 weeks prior to course commencement date where visa is granted	No refund
Withdrawal after the course commencement date where the visa is granted	No refund
The Institute is unable to provide the course for which the original offer was made.	Full refund
Course withdrawn by the Institute	Full refund
Visa cancelled due to actions of the student	No refund
Withdrawal from study - current students	No refund
Airport pick-up	No refund
Home stay fees and accommodation booking fee	No refund



All applications for refund must be made in writing using the Fees Refund Application Form and submitted to the Accounts Department as prescribed in this policy. A refund will be paid directly to the student who entered into the agreement with The Ashmark Institute of Australia.

This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

Refund Application and Payment Information:

Refunds of fees paid, less deductions provided for in this policy, will be made, if students apply in writing to the Accounts Department, as prescribed in this policy.

- International students seeking a refund must complete and submit the Application for Refund Form, available from AIA's website. Appropriate supporting documentation needs to be included e.g. evidence of visa refusal of DIAC, acceptance into another program of study, etc.

In order for a refund to be payable, the funds must be available (e.g. cheques are cleared, telegraphic transfers received), and any debts to AIA must be paid in full or the outstanding amounts will be deducted from the refund. Refunds will be made to the person who entered into the contract only.

Refunds will be made to the person who entered into the contract within 4 weeks of receipt of a written application and will include a Refund letter explaining how the refund was calculated. In the case of provider default the refund will be paid within 2 weeks (section 27 ESOS Act 2000) from the date that application received.

AIA reserves the right to retain the amount of any agent fee incurred by AIA in recruiting a student, in addition to any other amount AIA is entitled to.



Full Refund of Pre-Paid Fees for Studies Not Undertaken

A refund of any pre-paid fees will be provided in the following circumstances:

- The course in which the student is enrolled does not start on the agreed starting date indicated in the offer letter; or
- The course stops being provided to student after it starts and before it is completed; or
- The course is not provided fully to the student because the Institute has a sanction imposed by the government regulator; or
- If the student's application for a student visa is refused such that the student cannot undertake studies in Australia, a Full refund will be given, less no more than the lesser of AUD\$250 (inclusive of all Administration fee) and 5% of the Total course money received before default date. The student must provide proof of refusal from the Australian Government or else a refund will not be granted; or
- If 10 weeks or more prior to the student's course commencement date, the student indicates to the Institute in writing, that he or she wishes to withdraw from the course, a Full refund of course fees received by the Institute less AUD\$250 (inclusive of all Administrative Fee) will be granted.

Please note, in all of the above cases, course commencement date is the date indicated on the student's most current CoE.

Please take note that there will be **no refund** for the following administrative fees:

1. **Bank charges**
 - a. This will cost approximately AUD\$25; depending on the current overseas bank draft charges.
2. **Postage or Courier charges**
 - a. This will cost up to AUD\$50(approximately); depending on destination country of the courier

No Refunds

No refund will be provided in the following circumstances:

- If the student notifies The Ashmark Institute of Australia less than 10 weeks prior to the student's course commencement date that he/she wishes to withdraw from the course; or
- If the student notifies The Ashmark Institute of Australia on or after the commencement date that he/she wishes to withdraw from the course; or



- If the student defaults either before or after the commencement of his/her course. Student default occurs when:
 - The student does not commence the course on the date specified in the student's CoE and does not notify the Institute; or
 - The student fails to pay any monies for which he/she was liable to pay to AIA, directly or indirectly; or
 - The student breaches a condition of student visa; or
 - If after deferring, a student gives written notice that they do not wish to continue/start their studies.
 - Misconduct or Misbehavior by the student.

Note: The Institute reserves the right to withhold granting the Award attained by the student, if student fees remain outstanding.

- A student abandons his/her course without formally cancelling his or her enrolment with AIA. However, the balance of all fees due will be invoiced to the student.
- Where a student has received a packaged offer for a combination of courses, and does not enroll in the second or subsequent course, the deposit paid for those courses shall be retained by AIA.

AIA reserves the right to retain the full fee paid where an offer was made on the basis of fraudulent documents.

Alternative Course Offer

The Ashmark Institute of Australia may arrange for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding course money. Where the student agrees to this arrangement, The Ashmark Institute of Australia will not be liable to refund the money owed for the original enrolment.

This policy on the refund of tuition fees constitutes a written agreement between AIA and the international student for the purposes of ESOS Act 2000, ESOS Regulations 2001 and the National Code 2007. This agreement is formed when a student delivers his or her acceptance form and program deposit.



Deferral of Studies

Students who wish to defer their course commencement date must notify AIA in writing prior to the course commencement date. A new Offer letter will be issued advising the student of their new course commencement date.

Where a course deferral is granted, any monies paid to accept the original course will be transferred as a deposit for the deferred course.

Additional Documents

For further clarification and authenticity of the documents submitted along with the refund of fees application a 956 form may be requested from the student. Which means:-

⇒ *Appointment of a migration agent or exempt agent or other authorised recipient of the information on behalf of the student*

Any information on this and the form can easily be downloaded from the Department of Immigration and Citizenship website using the link <http://www.immi.gov.au/allforms/pdf/956.pdf>

Grievance Procedure

Students who believe they have been charged an incorrect fee or given an incorrect refund are entitled to dispute the decision using The Ashmark Institute of Australia's Complaints & Appeals procedure.

Any appeal regarding decisions relating to this policy should be lodged in writing with AIA within 10 working days of the student receiving the original decision from AIA. Written appeals should be addressed to the Head of Administration.

This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

The Ashmark Institute of Australia's Complaints & Appeals procedure does not circumscribe the student's right to pursue other legal remedies