

Refund Policy International

1 SCOPE

This policy covers the refunds process for all fees payable for training services provided within Platinum Institute Australia's scope of registration, in accordance with ESOS Act and the National Code.

2 PURPOSE

To provide; appropriate handling, of student's refunds in the case of cancellations by either party. The refunds process will allow students the option to disengage from training in a manner in which a negative impact may be negated or reduced, depending upon notification time frame.

Unless otherwise stated, all refunds of fees will only be granted in accordance with this policy. The terms and conditions of this policy apply to all students, whether they are waiting to commence or are continuing studies.

Details concerning the scope of Platinum Institute Australia Refund Policy are to be clearly disseminated to prospective students prior to contractual arrangements being made, this dissemination is in the form of the Student Handbook, Application for Enrolment and Letter of Offer.

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.

3 POLICY STATEMENT

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4 GENERAL RULES

- 4.1 The refund process reflects the commitment by Platinum Institute Australia to hold places as booked by students and the amount of administrative resources consumed at the various stages.
- 4.2 The date the written notice is received by Platinum Institute Australia is the DEFAULT DATE, and is the date used for the calculation of any refund and/or cancellation.
- 4.3 Refunds must be requested in writing to the Administration Manager of Platinum Institute Australia. Verbal requests for a refund WILL NOT be accepted.
- 4.4 Refund application WILL NOT be processed where the signature on the refund application form DOES NOT match the student's signature as shown on other documents provided by the student for admission to Platinum Institute Australia.
- 4.5 The Administration Manager of Platinum Institute Australia will process refund requests and if approved, arrange payment within 28 days.
- 4.6 Refunds will be paid in Australian Dollars into the nominated bank account.
- 4.7 To allow prompt settlement of refund requests, all advanced payments will be held in a nominated bank account by Platinum Institute Australia until the course start date.
- 4.8 All requests for refund will be processed on an individual basis, taking into account impact on follow on units /modules if applicable.
- 4.9 The term "commencement" in this policy refers to the first day of the first program attended by the student.
- 4.10 Issues with regard to payment are to be handled at the first available opportunity and directed to the Compliance Manager of Platinum Institute Australia. All Refund Requests and issued refunds are to be logged in the Refund Log.
- 4.11 In the event of visa refusal, the application/enrolment fee is not refundable. Refund on visa rejection will require a copy of notification from the Australian High Commission. Airport pick up fee is refundable if a visa is refused.
- 4.12 Tuition fees are refundable in full where student has provided evidence of medical or compassionate reasons due to which the student cannot commence the course, Platinum Institute Australia if advised of the cancellation 28 days or more before course starts and prior to entering into Australia.
- 4.13 Student enrolled in packaged courses do NOT qualify for a refund once they commence their studies in Australia. Students will also have to pay the balance of any fees due for remainder of their current course of study.
- 4.14 If the student have given misleading information to a Platinum Institute Australia approved agent, Platinum Institute Australia and/or any Commonwealth Agencies of Australia, no refund will be given.
- 4.15 All refunds will be payable in Australian dollars. Platinum Institute Australia will forward the refund to the applicant in their country of origin unless otherwise authorised in writing.

- 4.16 No refunds will be paid to a third party (person other than the student), unless directed by the student on the Refund Application Form.
- 4.17 Platinum Institute Australia calculates refunds based on a SEMESTER fee (20 weeks study period plus 6 week holidays = 26 weeks).
- 4.18 Platinum Institute Australia will give the student a refund statement that explains how the amount has been worked out.
- 4.19 In case of a cancellation by the student or Platinum Institute Australia , any outstanding fees to Platinum Institute Australia become due with 7 (seven) days.
- 4.20 Any costs incurred by Platinum Institute Australia to recuperate outstanding fees will be charged to the student.
- 4.21 Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction.
- 4.22 Platinum Institute Australia will not release any testamurs/awards to students until outstanding course fees have been paid in full.
- 4.23 Provide the student in writing the resulting decision of Platinum Institute Australia's management.
- 4.24 Advise the student of their right to appeal the decision of Platinum Institute Australia management.
- 4.25 The refund policy is subject to review at least once per year
- 4.26 Refunds will only be paid to the student or legal guardian of a student under 18. If a student has paid the fees to their agent, Platinum Institute Australia will recover the paid fees and return to student.
- 4.27 Platinum Institute Australia only accepts responsibility for fees and charges associated with the cost of enrolling in and studying with the RTO. No accountability will be taken for fees or charges associated with international education agent or migration agent fees or visa application costs.

Refunds resulting from Platinum Institute Australia Default

In the unlikely event of Platinum Institute Australia default, within 14 days of the default, Platinum Institute Australia will:

- Either offer the student an alternative place at Platinum Institute Australia's expense, that is accepted in writing;
OR
- Refund the student the unused portion of the prepaid fees.

If Platinum Institute Australia is unable to provide a refund or place the student in an alternative course, then the student shall be referred to the Tuition Protection Service (TPS: www.tps.gov.au), who will place the student in a suitable alternative course or if a suitable course cannot be found, pay a refund as calculated by the TPS Administrator.



TABLE OF REFUNDS

Fee Refund Conditions	Refund Applicable
<p>For these refund conditions the terms</p> <ul style="list-style-type: none"> • “package of courses” means a sequence of one or more courses specified in the letter of offer for which CoE(s) have been issued. To avoid doubt where there is only one CoE, package of courses means that CoE • “Fees” only means tuition fees not third party or ancillary fees such as admission fee, OSHC fee or resources fee. 	<p>For these refund conditions the terms</p> <ul style="list-style-type: none"> • “package of courses” means a sequence of one or more courses specified in the letter of offer for which CoE(s) have been issued. To avoid doubt where there is only one CoE, package of courses means that CoE • “Fees” only means tuition fees not third party or ancillary fees.
1. If an intending overseas student is not granted a student visa from Australian High Commission/ Australian Embassy/Department of Immigration & Border Protection (DHA) for any reason,(Documentary evidence of visa refusal is required)	1. All fees paid in advance will be refunded, minus administration and processing charges of AUD\$250.00.
2. If Platinum receives a written notice of withdrawal more than 28 days before the agreed start date of the first course in the “package of courses”	2. The refund will be 25% of the fees paid in advance by the student for each and every course in the “package of courses” minus an administration and processing charge of AUD\$250.00.
3. If Platinum receives a written notice of withdrawal more than 14 days but less than 28 days before the agreed start date of the first course in the “package of courses”	3. The refund will be 15% of the fees paid in advance by the student for each course in the “package of courses” minus an administration and processing charge of AUD\$250.00.
4. If written notice is received 14 days or less before the commencement date of the first course of the “package of courses”	4 There will be no refund of any fees paid in advance for each and every course in the “package of courses” .
5. If the student withdraws after the agreed start date of the first course in the “package of courses”	5. There will be no refund of any fees paid in advance for each and every course in the “package of courses” . Students will also have to pay the balance of any fees due for remainder of their current course of study.
6. If a student’s visa is cancelled due to their breach of international student visa conditions or Platinum’s Policies and Procedures or Student Misbehaviour after the commencement of the first course in the “package of courses”	6. Maintaining the conditions of the visa grant and following Platinum’s policies and procedures as agreed is the student’s responsibility. There will be no refund of any fees paid in advance for each and every course in the “package of courses” . Students will also have to pay the balance of any fees due for remainder of the current course of study.
7. At the time of enrolment any Credit Transfer(CT)/ Recognition of Prior Learning(RPL) will be discussed & granted after the student provides sufficient evidence,	7. If the Credit Transfer allows shortening of the duration of a specific course in the “package of courses” a pro-rata fee will be worked out for the specific course and offered to the student. Once the student accepts the offer, there will be no further reduction of the fee and all refund conditions apply to each course in the “package of courses”
8. If a student’s visa expires whilst studying a “package of courses” and they are not able to complete their “package of courses” because their application for an extension of visa is not granted by DHA	8. All unused fees paid in advance for each and every course in the “package of courses” minus administration and processing charges of AU\$500.00 will be refunded. Calculation of ‘unused fees’ is in accordance with applicable ESOS regulations.
9. If a student is granted a deferment or temporary suspension of studies after the commencement of a “package of courses”	9. Platinum will hold all fees paid in advance for the period of the suspension/deferment. If the student does not return or commence on the agreed date without the approval of Platinum the student is deemed to have inactively withdrawn, and their enrolment will be cancelled. There will be no refund of any fees paid in advance for each and
10. In cases of Provider default. If Platinum <i>defaults</i> , in relation to an overseas student or intending overseas student and a course, if: either of the following occurs:	10. Full refund of unused fees paid in advance. The calculation of ‘unused fees’ is in accordance with applicable ESOS regulations.



<ul style="list-style-type: none"> Platinum fails to start to provide the course to the student on the agreed starting day; the course ceases to be provided to the student at any time after it starts but before it is completed; and the student has not withdrawn before the default day. 	
11. Change of course. If a student decides to change course.	Platinum will charge a \$250 Administrations fee. Any outstanding fees will be required to be settled before course change can be approved.

Outcomes of refund decisions

Platinum will provide the outcome of the refund assessment in writing to the student’s registered email address, outlining the decision and reasons for the decision along with any applicable refund or adjustment notice. Students will be advised that they may appeal the refund assessment following Platinum Complaints and Appeals Policy and Procedure.

Additional Fees and Charges (if required)

Platinum provides details of fees for courses together with any additional charges in the written agreement that you signed at the commencement of your course.

Re - Enrolment in Unit In cases where students need to repeat a unit or units to achieve competency a re- enrolment fee will be charged per unit. In these cases, the student has been deemed Not Yet Competent (NYC) and need to re-enrol and repeat the training & assessment for this unit or units.	Re - Enrolment Full Unit of Competency Charges \$300
Re-issuing of testamur and statements of results All course fees include the cost for issuing of one copy of the course certificate and record of results. This fee applies to each additional copy of a certificate and/or record of results.	\$50.00
Replacement textbooks The first copy of required text books and learning materials are included in course fees	At cost
Replacement Student ID Card In cases where a student has lost their ID card and needs a replacement a fee will apply	\$15.00
Recognition of Prior Learning The application fee for RPL is payable up front. Pending the outcome of the RPL assessment process calculations for the remaining units of study will be calculated from the applicable qualification tuition fee divided by the total number of units within the qualification to arrive at the unit price and bring down the overall tuition fee with a reduced duration.	Application fee \$100.00

5 RESPONSIBILITIES

The CEO/PEO, Platinum Institute Australia is responsible for ensuring compliance with this policy. Administration Manager of Platinum Institute Australia will process refund requests, if approved, AND arrange refund payment within 28 days.

The Platinum Institute Australia Access & Equity Policy applies. (See Access & Equity Policy)

All documentation from refund processes are maintained in accordance with Records Management Policy. (See Records Management Policy)

All Refund practices are monitored by the CEO/PEO, Platinum Institute Australia and areas for improvement identified and acted upon. (See Continuous Improvement Policy)

Role within RTO	Area of responsibility
CEO	Approval Authority
Training Manager	Development/Review
Student Support	Monitoring and Evaluation
Compliance Officer	Compliance
All Staff	Implementation

6 RELATED LEGISLATION AND REGULATIONS

- The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, known as 'the National Code 2018' Standards
- Standards for Registered Training Organisations (RTOs) 2015, Standard 5 clause 5.3 and standard 7 clause 7.2
- Education Services for Overseas Students Regulations 2001
- Education Services for Overseas Students Act 2000

7 RELATED POLICIES, PROCEDURES AND DOCUMENTS

- Fees and Charges Policy
- Deferral Suspension Cancellation Policy
- Complaints & Appeals Policy
- Complaints & Appeals Procedure
- Academic Misconduct and Cancellation Form