



## Cancellation, Refunds & Payment of Tuition fee Policy

If an applicant accepts a place offered by CIBT and pays the fees, it means a binding contract is created between the student and CIBT. Notification of withdrawal or deferral from a course of study must be made in writing to CIBT. Students whose enrolment is terminated by CIBT will not be entitled to any refund of fees. Any fee refund is wholly at the discretion of CIBT. In the event of default by the provider, the ESOS Act 2000 and the ESOS Regulations 2019 will apply. All refunds under this policy will be paid within 4 weeks after receiving a written claim from the student. However if it is provider default then the Refund will be paid in 2 weeks.

All applications for refund of tuition fees and Overseas Student Health Cover (OSHC) fee must be made in writing and sent to the PEO of the College. Applications for refunds should include all relevant information to enable payment, such as bank name, bank account details, and address of bank and name of account holder. Payment of refunds will be made in Australian dollars.

CIBT will accept no obligation for a refund until a payment is received into the CIBT bank. All requests for refunds must be submitted in writing to the PEO of CIBT. Approved refunds will be paid to the payee within 28 days of receipt of a written application and will include a statement explaining how the refund was calculated.

Enrolment and accommodation assistant fees will not be refunded. If the student visa is rejected for an international student applying for enrolment from offshore, then all course fees will be refunded in full. However, all documents together with an original letter from the Australian Embassy or DHA office need to be provided to CIBT before the course commencement date.

The CIBT Refund Policy is consistent with the requirements of the National Code of Practice 2018 and the ESOS Act 2000 on Student and Provider default. As a provider CIBT will pay a refund to students in the following circumstances.

Any special circumstances of student's request for refund will be assessed case by case. Examples of special circumstances may include death or sickness of a family member requiring the student to return to their country or the student requiring medical treatment due to sickness. Please see the student handbook for more information or contact CIBT.

Where a student, after accepting an offer of a place, gives at least **28 days notice prior to his/her course commencement** of their inability to undertake the course, **70% of the course fees** paid will be refunded.

Where a student after accepting an offer gives **less than 28 days** notice prior to his/her course commencement of their inability to undertake the course, **50% of the course fees** paid will be refunded.

A student who withdraws from a course on or after the scheduled commencement date will not be eligible for a refund of course fees.

This agreement does not remove students' rights to take further action under Australian Consumer Protection Laws or other legal remedies.

Students can appeal refund decision through the CIBT's complaints and appeals procedure. The CIBT complaints and appeals procedure does not inhibit your rights to pursue other legal remedies.

### CIBT default



If CIBT is in default as set out in section 27(1) of the Education Services for Overseas Students Act 2018 (ESOS Act), CIBT will provide a refund to the student in accordance with the ESOS Act and the regulations made under that Act.

CIBT defaults if:

- The course offered does not start on the agreed starting day
- The course stops being provided after the start date and before it is completed (partial refunds applies)
- The course is not provided fully to the student because CIBT has had a sanction imposed partial refunds applies)

If CIBT defaults we pay a full refund if it is before commencement or partial refund if it is after commencement to the student including enrolment fee within 2 weeks after the default day. CIBT gives the student a statement that explains how the refund amount has been worked out.

Start date is defined as the first day of your course as listed in our website for each course. CIBT will also give the student a statement that explains how the refund amount has been calculated

CIBT's defaults can include the course not starting on the agreed starting day; the course ceasing before it is completed, or the course not being provided in full to the student.

### **Student default**

A student defaults if:

- The course offered by CIBT started on the agreed starting day, but the student did not start the course on that day and has not previously withdrawn from the course; or
- The student withdraws from the course either before or after the agreed starting day. If the student defaults, CIBT pays a refund to the student as follows:

Default day means the day on which the student withdraws from the course. For student defaults cases, the student will be paid any refund within four weeks after receiving a written claim.

*If a student has not commenced the course on the agreed starting day as entered on the confirmation of enrolment and CIBT will contact the student within 5 business days and renegotiate the new starting date with the student and no default notification is required.*

*For other kinds of student defaults, such as non-payment of tuition fees, the 5 business days for notification do not start until the student has had the opportunity to access CIBT complaints and appeal and the processes have been finalised confirming the default.*

*Once the default notification has been made CIBT is required to report the outcome of the default within 7 days of the end of the default obligation period, i.e. whether the student accepted an offer of an alternative course or whether and what amount of refund was paid. The default obligation period is 14 days for a provider default and 28 days for a student default.*

Student withdrawal must be in writing to the CEO by the registered mail or submit an application by visiting the college. A student claim for a refund must be in writing immediately after default day and must include the following information.

- Student name
- The date the course started (or was due to start)
- The reason you are withdrawing from the course
- Official documentary evidence (such as Visa rejection letter, etc.) of the grounds for the request



**Crown Institute of Business and Technology Pty Ltd** ABN 86 116 018 412 National Provider No: 91371 CRICOS Provider Code: 02870D

**North Sydney Campus:** 116 Pacific Highway North Sydney NSW 2060 P 02 9955 0488 F 02 9955 3888

**Hurstville Campus:** 2 Woodville St, Hurstville NSW 2220

**Sydney CBD Campus:** Level 11, 307 Pitt St Sydney NSW 2000 P 02 8034 6431

**Canberra Campus:** Suite 1, Level 4, 40 Cameron Avenue, Belconnen, ACT 2617

Please note enrolment, accommodation placement and airport pick up expenses are not refundable. When giving the student a refund CIBT will give the student a statement that explains how the amount has been worked out.

### Overpayment of fees

A student who has overpaid fees may, by written notice to CIBT, request a refund. If no request is made, the overpayment may be credited by CIBT towards the student's next course of study with CIBT.

### Exceptional circumstances for withdrawal from the course

CIBT will consider the following exceptional circumstances as grounds for a student's withdrawal from the course.

- a) Illness or disability
- b) Death of a close family member
- c) Political, civil or natural event that prevents the full payment of fees

If a student transfers to another course at CIBT, the student is not eligible for a refund. The tuition fee paid for the first course will be credited on a pro rata basis towards the tuition fee of the second course. If the credited amount is greater than the total cost of the second amount, the difference will be refunded within twenty-eight days of commencement of the second course.

*This agreement does not remove the right to take further action under Australia's consumer protection laws. When acceptable documentary evidence is produced, refunds will be at the discretion of College.*

In the unlikely event of CIBT defaulting on its agreement and if it is unable to deliver the course in full these circumstances are covered by the provisions of the ESOS Act 2000. **Students will be offered a refund of the difference between what the student has paid and the value of tuition already delivered before the default.** The refund will be paid to the student within two weeks of the day on which the course ceased being provided. Alternatively, a student may be offered enrolment in an alternative course at no extra cost to the student. Students have the right to choose whether they would prefer a **partial refund of course fees**, or to accept a place in another course. If a student chooses placement in another course they will be asked to sign a document-indicating acceptance of the placement.

If CIBT is unable to provide a refund or place the student in an alternative course, TPS director will place the student in a suitable alternative course with other providers. TPS Director will determine the payment to be made to alternative providers when placing the students.

### Changes on ESOS Act on 01 February 2018

*As per section 19 of ESOS Act, giving information about accepted student, CIBT will give particulars of a breach by an accepted student of a prescribed condition of a student visa) even if the student has ceased to be an accepted student of the CIBT (e.g. A student cannot avoid being reported to DHA for non-attendance or failure to progress by cancelling their CoE with the provider).*

*As per section 46B of ESOS Act, CIBT is required to notify the secretary (or delegate) and Tuition Protection Service (TPS) Director of student default within 3 business days.*

*As per section 47D of ESOS Act, refund for student default, CIBT is required to refund student in accordance with the written agreement within 4 weeks after receiving a written claim except for visa refusal.*

*As per section 47E of ESOS Act, refund in other cases where CIBT has not entered into a written agreement that complies with section 47B or where a student has been refused a visa, CIBT is required to pay the student a refund worked out in accordance with the legislative instrument under subsection 47E(4). Legislative instrument under section 47E (4) states calculation of the amount of unspent pre-paid fees other cases will be*



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done as follows. The amount of unspent pre-paid fees that the provider must refund the student for the purpose of subsection 47E (2) of the Act is the total amount of the pre-paid fees the provider received for the course in respect of the student less the following amount: the lesser of 5% of the total amount of pre-paid fees that the provider received in respect of the student for the course before the default day or the sum of \$500.

If CIBT offers an alternative course to the student, the student can accept the offer in writing within 30 days after the end of the provider obligation period unless the period is varied by the TPS Director.

### **Payment of tuition fees**

CIBT receives up to, but no more than, 50 per cent of the total tuition fees for the course at any time before the student commences the course (unless the course is 24 weeks or less, in which case 100 per cent of total tuition fees will be received). After the student commences the course, CIBT will not require any remaining tuition fees to be paid earlier than two weeks before the student's second study period. However a student may voluntarily pay earlier than the two weeks but student are not be required to do so. An exception to this two week rule is if the fees are in relation to the first study period, or if it is a debt. Non payment by the due date, will result in a late fee being charged and may result in removal from course. CIBT reserves the right to review fees without notice.

### **Payment details**

The tuition fees and any other applicable fees that need to be paid prior to enrolment and that apply throughout the course will be outlined in the Letter of Offer which will be sent, if an application is successful, to the address supplied in the enrolment form.

### **Bank Details**

Payments to CIBT should be made as follows:

**Account:** Crown Institute of Business and Technology Pty Ltd Trust A/C

**Bank Name:** Westpac Banking Corporation, North Sydney Branch

**Account Details:** BSB Number **032-099** Account No: **432 853**

**SWIFT Code:** WPACAU2S

**Reference:** Use Student's Full Name