



Document: Refund Policy		
Approved by: Executive Management Team	Version: 1.3	Date: 2.3.2016

1. Overview

Wentworth Institute ("WIN") fully complies with the ESOS Act 2000 and its amendments including the Tuition Protection Service (TPS).

Under Section 47D, the written agreement with the student outlines the various circumstances under which a refund can be made and the amount due.

1. The application fee is non-refundable.
2. There is no refund if the student defaults
(NB i. all internal and external appeals processes must be exhausted and
ii. the TPS director and DIBP must be informed within 5 days).
A student defaults by:
 - Not starting on the agreed day and location and has not previously withdrawn)
 - Failing to pay an amount payable to WIN
 - Breaching a condition of his/her visa
 - Misbehaving (Note: the student is entitled to natural justice under subsection 47A (3)).

2. Procedure

1. If a student's visa is refused prior to commencement (through no fault of their own) (Section 47B of the ESOS Act), then WIN will refund tuition fees paid LESS the following amount:
The lesser of:
 - a. 5% of the total amount of pre-paid fees that WIN received in respect of the student for the course before the default day or
 - b. The sum of \$500.
2. Refunds will be paid:
 - a. within 4 weeks after the day of default in the case of visa refusal (or where WIN has not entered into a written agreement with the student (Section 47E) or
 - b. Within 4 weeks from when WIN receives a written claim form from the student (Section 47D).
3. Refunds must be paid either to the student or the person specified in the agreement between WIN and the student.

In the event of a student withdrawing from a course, an application for a refund must be made in writing to WIN.

- a. If the notice is received by WIN at least 28 days before the course starts, WIN will refund the student's payment less 20% of the total web-published semester fees. <http://www.win.edu.au/course-fees/>



4. .
 - b. If the notice is received by WIN prior to, but less than 28 days before the course starts, WIN will refund the student's payment less 50% of the total web-published semester fees. <http://www.win.edu.au/course-fees/>
 - c. If the notice is received by WIN on or after the course starts, no refund will be made.
5. If an exceptional circumstance exists, a refund will be given on a case by case basis.
6. In the event of WIN defaulting*, WIN will advise the student in writing of their default, how they intend to fulfil their obligations under the ESOS Act. Within 14 days of the day of default, the:
 - a. total unexpended tuition fee may be refunded to students OR
 - b. WIN may offer an alternative (replacement) course or part of a course in accordance with subsection 46D (4).
7. The student must advise in writing within fourteen days whether he or she accepts this arrangement. * If a provider ceases to offer a course or courses before the student has finished the course, this is 'provider default' under the Education Services for Overseas Students Act 2000. The default date is the date WIN stopped providing the course. Provider 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, and the student having not withdrawn before the default day.
8. In circumstances where a default has occurred and WIN cannot satisfy their obligations, the TPS Director will be advised. The TPS Director will then invite relevant providers to participate in a placement round.
9. This fees refund policy does not remove students' rights to take further action under Australian Consumer Protection laws.