

<b>Regulation and Standards</b>	National Code Standard 3
<b>Policy</b>	<p>An enrolment is defined as a course or courses of study commenced by a student at Imagine Education Australia. The enrolment date is the date of commencement of the student's first course at Imagine.</p> <p>Written notice of a request for refund is defined as an application on the Imagine Education refund form.</p> <p>The Date of Commencement is defined as in the case where a student is enrolled in a single course, the allocated starting date for that course, as set out in the letter of offer to the student; in the case where a student is enrolled in a package of courses at any given time, the allocated starting date for the first course in that package of courses, as set out in the letter of offer to the student</p> <p><b>Full Refund of Tuition Fees if Visa is refused by Immigration Prior to Date of Commencement:</b> A full refund of tuition fees will be made where a student's visa application is refused by Immigration Department and the student has not commenced their course. In this case, written proof of refusal must accompany the request for refund. The Enrolment Fee will not be refunded, nor will the Homestay Arrangement Fee if homestay has already been arranged. Homestay accommodation and airport greeting fees will be refunded in full. The refund will be made within 28 days of receipt of the notification (with proof).</p> <p><b>Unused Tuition fees refund if Visa is refused by Immigration after Date of Commencement:</b> A full refund of unused tuition fees will be made where a student's visa application is refused by Immigration Department. Imagine Education Australia will calculate this fee by using the legislative instrument under subsection of 47(E) (4) of the ESOS Act. In this case, written proof of refusal must accompany the request for refund. The Enrolment Fee will not be refunded, nor will the Homestay Arrangement Fee if homestay has already been arranged. Unused Homestay accommodation will be refunded in full. The refund will be made within 28 days of receipt of the notification (with proof).</p> <p><b>Student Defers Course prior to the Date of Course Commencement:</b> Students must start their course on their allocated starting date except in exceptional circumstances. Students who wish to defer their course start date must give at least one week's written notice. If less than one week's notice is given, Imagine will charge the student one week's tuition fee. Students who do not arrive on the designated start date and have not given notice, will automatically be charged one week's tuition fee. Students who do not commence on their designated start date, are cancelled and then wish to re-enrol will be charged a re-enrolment fee of \$250 and also will be charged course fees as per the current course fee schedule. Any previous discount will not be applied. Students who submit an application to defer their start date and then withdraw from the course, there will be no refund.</p> <p><b>Student Cancels an Enrolment prior to the Date of Commencement:</b> Where a student cancels his/her enrolment prior to the date of commencement, the following policy will apply: Written notice at least 4 weeks prior to the <b>Date of Commencement on the Imagine Education withdrawal form</b> - Full Refund of Tuition fees. Written notice less than four weeks prior to the <b>Date of Commencement on the Imagine Education withdrawal form</b> - Cancellation charge equal to 4 weeks tuition applies.</p>

Enrolment Fee and Homestay Arrangement Fees will not be refunded if course is cancelled. The balance of Tuition Fees, plus any homestay accommodation and Airport Greeting fee paid in advance will be refunded within 28 days of the written request.

For the avoidance of doubt, except in the case of compassionate or compelling circumstances (in Imagine Education Australia's discretion), in the case where a student is enrolled in a package of courses, no refund of any kind (including without limitation deposits or fees paid in connection subsequent courses in the package of courses) will be given where a student withdraws or cancels their enrolment without giving at least 4 weeks' written notice prior to the Date of Commencement.

**Cancellations/Withdrawals after the Date of Commencement** No refunds of any kind will be made after the date of commencement, unless the participant has a legitimate complaint against the College that can be substantiated under the Consumer Protection Laws of the Commonwealth of Australia, or the State of Queensland. If students on a payment plan withdraw once their enrolment has commenced, they will be liable for all tuition fees due as per signed payment plan agreement. If students on a payment plan withdraw once their enrolment has commenced, they will be liable to pay for the uniform and kit fee in full, as per the letter of offer.

**Transfers of Course fees between courses at Imagine:** Course funds are transferable to other courses within Imagine Education at the discretion of the Principal. Imagine Education Australia will use the legislative instrument under subsection of 47(E)(4) of the ESOS act to determine fees transferable.

**Homestay Accommodation Cancellation.**

**Before Student arrives in Australia:** If 4 weeks written notice is given – full refund. Less than 4 weeks' notice – a cancellation charge equal to 2 weeks rent will apply. No refund of Homestay placement fee if homestay has already been booked.

**After Course commencement:** - at least 2 weeks' notice must be given, or a cancellation charge equal to 2 weeks rent will apply.

**Airport Greeting Fee Cancellation:** No refund of Airport Greeting fee if student fails to notify Imagine Education of their flight details, or makes any change to details 48 hours prior to their scheduled arrival time.

**Course Cancelled due to Student Misbehaviour or non-observance of Government Regulations:** If a student is dismissed from a program for unsatisfactory attendance or behaviour, or the student's studies are terminated as a result of a breach of Government (visa etc) regulations, no refund of fees will be made.

**Exceptional Circumstances: Deferment of a Course of Study for an Existing Student:** Where a student is unable to continue his or her studies for reasons deemed by the College to be to be "exceptional circumstances," (eg. illness or death of a close relative, backed up by documentary proof), the student will not be entitled to a refund but may apply for a deferment. Course deferments can be scheduled for any date in the future so that students are able to resume their studies at a time convenient to them.

**Note:**

Course deferments cannot be converted to cash refunds under any circumstances. The College does not offer a deferment, or transfer pre-paid fees to another person.

**Requests for a Refund:** Requests for refund should be made in writing and forwarded to Student Services. An acknowledgement of the request will be sent immediately to the email address nominated in the request, or the last known address held on file for that student. If the refund request is approved, payment will be made either in the form of a cheque made out in Australian dollars (AUD) to the enrolled Student, or by overseas transfer. If the payment was made by credit

card the payment will be refunded to the credit card payment was made. The refund will be paid directly to the person who entered into the contract with the College, unless that person gives a written direction to the College to pay someone else except in the case of credit card refunds. Refund cheques will be posted to the nominated address, or made available for collection from Administration. All refunds will be processed and paid within four (4) weeks (28 days) of the receipt of the written request. Note: If the refund payment requires an international bank transfer, a \$40 transfer fee will apply.

**Corporate Clients:** Where a Corporate Client has enrolled a student to study as part of their employment, no refund of fees will be granted where a student leaves his/her employment and/or does not complete, or fails to attend the course.

**Rights of International Students in Refund Disputes:** In the case of a dispute over a refund, international students may access the College's Disputes and Appeals process and nominate a support person to accompany them at any stage of the dispute resolution process. If necessary, the College can also arrange an external mediator to help settle the dispute. 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.

**Provider Default:** In the unlikely event of Imagine Education not being able to provide a course for an enrolled student, all fees, including the Enrolment Fee, Airport Greeting Fee and Homestay Arrangement fee as determined by the legislative instrument under subsection of 47 (E) (4) ESOS Act will be refunded to the student within 14 days.

**Payments to Agents Representing the College:** The college cannot be responsible for the refund of any consultation etc. payments made by the student to Education or Travel Agents. This is a separate contract between the student and the Agent.

Payments made by credit card will only be refunded to the same credit card. The student / agent is responsible for providing payment details. Under no circumstances is Imagine Education Australia refunding a bank account when payment was made using a credit card.

Notwithstanding any other provision of this policy, refunds shall at all times be subject to the governing provisions of the Education Services for Overseas Students Act 2000 (Cth) and Education Services for Overseas Students (Calculation of Refund) Specification 2014 (Cth) as amended.

All refunds are processed within 28 days of receipt of the refund request.

<p><b>Procedure</b></p>	<pre> graph TD     A["Student Services receives email/application requesting refund. SSO replies to request with details of where to access <b>Refund Application Form</b> at: www.imagineeducation.com.au"] --&gt; B["Student applies for refund by completing <b>Refund Application Form</b> and gives or emails to studentservices@imagineeducation.com.au"]     B --&gt; C["Application form received by SSO &amp; checked for appropriate documentation &amp; acknowledgement of receipt of refund request is sent to student. SSO saves forms to student folder and notes in SMS that application form received and given to CGM to assess."]     C --&gt; D["For approved and declined applications: advice letter is emailed to student by CGM (Agent and Account Manager are copied in). CGM notes decision in SMS"]     D --&gt; E["Approved Refund applications are sent to SPO (and admissions where required)"]     E --&gt; F["Once completed SPO to update: Financial year refund report and make a note in SMS once processed."] </pre>
<p><b>Key</b></p>	<p>SPO – Student Payments Officer CGM – Campus General Manager SSO – Student Services Officer</p>
<p><b>Reviewed</b></p>	<p>Annually (30/08/2023)</p>
<p><b>Version</b></p>	<p>4.7</p>