



SC5: Fees and Refunds Policy & Procedures

Australian Virtus Institute (AVI)

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SC5: Fees and Refund Policy & Procedure V1.1

1. Purpose

This policy ensures that all refunds are processed fairly, transparently, and in compliance with the ESOS Act 2000, ESOS (Calculation of Refund) Specification 2014, National Code 2018, Tuition Protection Service (TPS) requirements, and Australian Consumer Law.

2. Definitions

Provider Default: AVI fails to start the course on the agreed start date or stops delivering the course before completion.

Student Default: Student withdraws, fails to commence, breaches visa conditions, has visa refused, or fails to pay fees.

Day of Default: The date the course fails to start, the student formally withdraws, visa refusal is received, or visa conditions are breached.

3. Provider Default

AVI will within 14 days of default offer an alternative course at no extra cost (with written agreement) OR refund unspent tuition fees calculated under Section 7 of the ESOS Refund Specification 2014.

Non-tuition fees are not required to be refunded unless determined by AVI.

4. Tuition Protection Service (TPS)

AVI participates in the Australian Government Tuition Protection Service (TPS). If AVI fails to meet provider default obligations, TPS may place students in an alternative course or provide a refund of unspent tuition fees.

Further information: <https://www.tps.gov.au>

5. Student Default

Visa Refusal Before Commencement:

Refund = Total fees paid minus the lesser of 5% of total fees or \$500.

Processed within 28 days of evidence of refusal.

Visa Refusal After Commencement:

Non-tuition fees not refundable. Tuition refunded pro-rata from day of default.

Withdrawal Before Commencement:

Refund of tuition less enrolment/application fee and administration fee.

Withdrawal After Commencement:

Refund applies only to units not commenced.

Calculation:

$(\text{Total tuition} - \text{enrolment fee} - \text{material fee}) \div \text{total units} \times \text{units not commenced}$.

6. Compassionate or Compelling Circumstances

Full or partial refunds may be granted at CEO discretion for serious illness, death of immediate family member, natural disaster, political unrest, or other documented compassionate grounds.

7. Non-Refundable Fees

Enrolment/Application fee once Letter of Offer accepted.

Material/resource fees once issued.

Fees for training already delivered.

8. Refund Process

Students must submit a Withdrawal Form and Application for Refund Form with supporting documentation.

Provider default refunds processed within 14 days.

Student default refunds processed within 28 days.

Refunds paid in AUD to original payer. Bank or currency conversion fees are borne by the student.

9. Force Majeure

AVI is not liable for failure to perform obligations due to events beyond reasonable control including natural disasters, government restrictions, war, or pandemics. Refunds will comply with ESOS requirements.

10. Complaints and Appeals

Students may appeal refund decisions under AVI's Complaints and Appeals Policy.

This written 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.