

# Refund policy

## Purpose

The purpose of this document is to inform students of the refund process prior to any monies being paid by the student.

## Outcome

This policy will ensure that all parties follow the agreed process for requesting, evaluating and payment of refunds where required.

## Scope

The scope of this document is limited to international students requesting refunds within the given scope and conditions described in this policy.

## Overview

This policy outlines the procedures and steps involved for International Students to request a refund as well as the guidelines for Mindroom Innovation staff to evaluate the refund request. This policy complies with the National Code 2007 Standard 3.

## Terms and Conditions

1. Tuition Fees are defined as fees payable for tuition as officially published or provided by Mindroom Innovation.
2. Course fees are tuition fees plus any enrolment fee and learning resource fee where applicable.
3. Cancellation fees are fees deducted from refund in accordance with this policy, for processing the cancellation and refund forms.
4. This Refund Policy must be provided to the student prior to any payment being made.
5. Any approved refund provision will be paid by Mindroom Innovation in AUD, to the person who has entered into a contract with Mindroom Innovation, unless this is impracticable in accordance to Education (Overseas Student) Registration 1998 7 (2)(c).
6. All refund requests including refund due to provider default, must be made in writing addressed to the Campus Student Registrar.
7. Students must complete and submit a Suspension of Studies/Deferral/Cancellation of Enrolment Application Form, and a Refund Application Form to initiate a refund process.
8. Students also need to submit any relevant evidence they may have to assist their application.

## Process to Refund

1. Student submits a cancellation/deferral/suspension request form and a refund application form that is complete and signed to the student registrar.
2. Mindroom Innovation will acknowledge receipt of the Refund Application Form and the date it was received. Within 20 days from receiving the application forms, Mindroom Innovation will respond, and if the application is approved the refund will be paid in accordance with this Refund Policy,
3. Please note that the date the signed Refund Application Form is received (and acknowledged by Mindroom Innovation to have been received) is deemed to be the date the application is made.
4. **Cancellation Fees of \$600 will be charged to process student's cancellation and refund applications.**
5. **When you cancel BEFORE the Course Start Date:** If you submit a cancellation form 28 days or more prior to the Course Start Date, Mindroom Innovation will, within 28 days, refund the Course Fees minus the Cancellation Fee and minus resource fee. No refund of fees will be given where notice is received less than 28 days before the Course Start Date, or on, or after the Course Start Date
6. **Where you withdraw from the Course AFTER the Course Start Date:** No refund will be given to the student if the refund request is received on or after course commencement date.
7. Student paying fees in advance are covered by the Tuition Protection Service (TPS)

8. Course fees are subject to change. However, course fees detailed in a tax invoice issued before the date of change will be honoured by Mindroom Innovation for the course stated in the letter of offer.
9. In the event of a visa being refused, a full refund of paid course fees will be processed on provision of evidence of visa refusal, provided that the refusal was not caused by a breach of visa conditions. Mindroom Innovation will update the refund outcome in PRISMS within 28 calendar days from the enrolment default date.
10. No refund will be given if a student's visa renewal is rejected due to breaches of visa conditions
11. If a student's visa is terminated, there will be no refund of paid course fees for course/s which have commenced. Course fees paid for future courses will be refunded, minus resource fees paid.
12. No refund will be given to students who have been found breaching the student Code of Conduct or visa conditions or Australian laws.
13. For an approved refund application, refunds will be paid within 28 days from receiving a written application. All refunds will deduct the AUD\$200 Enrolment fee, \$600 Cancellation Fees and resource fees, and the residual to be paid in accordance with Education Services for Overseas Students Act 2000 (ESOS Act) section 47D(4).
14. Students who are currently enrolled in two or more courses and wish to withdraw from the second or third course will be subject to a \$600 withdrawal fee which is not refundable.
15. Refunds will be paid directly to the person who entered into the contract with Mindroom Innovation, unless that person gives a written direction to pay someone else in accordance with Education Services for Overseas Students Act 2000 (ESOS Act) section 47D (3).
16. In the case of Mindroom Innovation defaults when either of the following occurs:
  - a. Mindroom Innovation fails to provide the course to the enrolled student at the agreed commencement date or agreed location upon; or
  - b. The course ceases to be provided to the enrolled student at the location any time between the course commencement and completion date.
  - c. An enrolled student has not withdrawn before the default day.

Mindroom Innovation will either arrange for the student to be offered a place in an alternative course at the provider's expense or provide a full refund of tuition fee.

If the student accepts the offer of alternative course, the student should accept it in writing and no refund of tuition fee will be given to the student; otherwise, Mindroom Innovation will refund the student the paid tuition fees in full within 28 days of the default day.

In case the refund will be made after the commencement date, Mindroom Innovation will be obligated for a partial refund for the portion of the course not delivered or assessed when Mindroom Innovation fails to meet its obligation to the student.

In the event that Mindroom Innovation does not satisfy its obligation to an affected student, the Tuition Protection Service (TPS) Director will facilitate access for the student to course placement.

However, the enrolment fee and any other service or learning resource fees (material fee) are non-refundable.

17. **Unused Tuition fees refund if Visa is refused by The Department of Home Affairs after commencing course:** A full refund of unused tuition fees will be made where a student's visa application is refused by The Department of Home Affairs. Mindroom Innovation 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.
18. **Student Defers Course prior to the Date Of course Commencement:** 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 written notice. If less than one-week notice is given, Mindroom Innovation will charge the student one-week tuition fee. Students who do not arrive on the designated start date and have not given notice, will automatically be charged one-week tuition fee.
19. **Cancellations once an Enrolment has commenced.** No refunds of any kind will be made once the student's enrolment has commenced, unless the participant has a legitimate complaint against Mindroom Innovation that can be substantiated under the Consumer Protection Laws of the Commonwealth of Australia, or the State of Queensland.

20. **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 Mindroom Innovation to be “exceptional circumstances”, (e.g. 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:

- I. Course deferments cannot be converted to cash refunds under any circumstances.
- II. Mindroom Innovation does not offer a deferment, or transfer of pre -paid fees to another person.

21. 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, or as an email reply to the sender. 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 bank transfer. If the payment was made by credit card, the payment will be refunded to the credit card or the account from which it was made. The refund will be paid directly to the person who entered into the contract with Mindroom Innovation, unless that person gives a written direction to Mindroom Innovation 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 28 days of the receipt of the approval of the written request. Note: If the refund payment requires an international bank transfer, a \$50 transfer fee will apply.
22. We try to handle and process students’ requests and applications in a fair and unbiased manner. If for any reason you feel that you have been wronged, or you strongly disagree with Mindroom Innovation’s decision, and have attempted to reason with Mindroom Innovation’s staff to see your arguments, you have the right, in a case of dispute over a refund, to access Mindroom Innovation’s Complaints and Appeals process and nominate a support person to accompany you at any stage of the dispute resolution process. If necessary, Mindroom Innovation can also arrange an external Mediator to help settle the dispute. This agreement and the availability of complaints and appeals processes do not remove the right of the student to take action under Australia’s consumer protection laws.
23. **Provider Default:** In the unlikely event of Mindroom Innovation not being able to provide a course for an enrolled student, all fees, including the Enrolment Fee as determined by the legislative instrument under subsection of 47 (E) (4) ESOS Act will be refunded to the student within 14 days.
24. **Payments to Agents Representing Mindroom Innovation:** Mindroom Innovation cannot be responsible for the Refund of any consultation payments made by the students to Education or Travel Agents. This is a separate contract between the student and the Agent. Furthermore, Mindroom Innovation will not refund commissions collected from students by Education Agencies prior to payments made to Mindroom Innovation.
25. Amount for refund will be paid in AUD and will not include EFTPOS, overseas EFT and telegraphic transfer, credit card surcharges and banking transaction fees and payments made to education agents.
26. In the event of any disagreement between the parties regarding the application of the refund information set out above, the dispute resolution procedures of Mindroom Innovation do not override the student’s right to pursue his or her other legal remedies.

## Australia’s Consumer Protection Laws

This agreement, and the availability of complaints and appeals processes, do not remove the right of the student to act under Australia’s consumer protection laws.