Riverton Institute of Business & Technology

Cancellation and Refund Policy & Procedure

Policy No: 004
Version: 1.0
Policy Author: Executive Director
Policy Approver: Board of Studies
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Cancellation Policy

At Riverton Institute of Business and Technology (Riverton), we advise you to seek guidance from us before considering cancelling or withdrawing from any course. We might be able to discuss your options, and help you make a better-informed decision about withdrawal. This may include the implications of cancellation on your student visa, and any fees or charges you might have to pay.

If students choose to cancel or withdraw from a course before completion of the qualification, they may be accountable to pay the full course tuition fees and any costs incurred by the Institute in recovering any outstanding debts, including but not limited to debt collection agency fees or legal costs, if applicable.

Whilst every endeavour will be made to conduct all advertised courses, Riverton reserves the right to change or cancel training programs/courses, class allocations, teachers and other details. Where there are insufficient numbers to warrant a class or other circumstances beyond Riverton’s control, Riverton may cancel a course. If this occurs students will be eligible for a full refund of all fees paid. Refunds on any materials supplied will be made only where the materials have not been used or defaced.

Cancellation Procedure

All notifications of withdrawal or cancellations from a course must be made in writing to the Executive Director. You can send your request by letter, fax or email. The date of withdrawal or cancellation for fee purposes will take effect on the date the Executive Director receives your phone call, letter, fax or email. Your letter, fax or email must include:

1. Your Name;
2. Your Riverton Student Identification Number;
3. The Name and/or Code of the qualification you wish to cancel or withdraw from; and
4. Any supporting documentation.

See below the steps to follow when cancelling or withdrawing from your course.

**Step 1 - Discuss options with Riverton**

**Step 2 - Submit written notification**

**Step 3 - Review by the Executive Director**

**Step 4 - Delivery of outcome (within 7 working days)**

**Step 5 - Apply for Refund (if applicable)**
Refund Policy - International

The Offer of Admission issued to each approved applicant will include supportive documentation, such as the Refund Policy and the Acceptance of Offer. The Offer of Admission is to be signed and submitted for it to become a valid enrolment contract.

To help resolve any dispute between a student and Riverton with regard to payment or refund of fees, students are encouraged to visit Riverton’s Grievance Policy & Procedure at www.riverton.edu.au. Any refund enquiries should be directed to the Operations Manager, which will then be escalated to the Executive Director for a final decision. If the student remains dissatisfied with the outcome, they may make a formal complaint through Riverton’s Complaints and Appeals Policy and Procedure.

This agreement and the availability of Riverton’s Complaints and Appeals Policy and Procedure do not remove the right of the student to take action under Australia’s Consumer Protection Laws.

Before commencement of studies/course

1. Riverton agrees to refund without deduction all tuition fees paid within 30 days of receiving written notification in the circumstances where:
   - an offer is withdrawn by Riverton;
   - Australian Government authorities refuse to grant a student visa;
   - serious illness or disability prevents a student from taking up the course;
   - the death of a close family member (parent, sibling, spouse or child) of a student occurs;
   - other special or extenuating circumstances prevent a student from commencing a course.

2. An application with supporting documentary evidence (certified copies) must be submitted for a refund under any of the provisions listed above.

3. Enrolment fees are non-refundable.

4. Riverton agrees to refund partial tuition fees paid by or on behalf of a student upon receipt of a written notice of cancellation by the student (or parent or guardian if the student is under 18 years of age). This refund will be processed according to the conditions below:
   - If written notice is received 30 days prior to the course commencement date, a non-refundable amount equivalent to 25% of the tuition fee will be applicable to all enrolments.
   - If written notice is received within 30 days of the course commencement date, a non-refundable amount equivalent to 50% of the tuition fee will be applicable to all enrolments.

5. In the event that Riverton is unable to deliver the course in full; the following arrangements are in place as option if students wish to chose one of the alternatives:
 • Enrolment in a suitable alternative course may be offered by Riverton at no extra cost. If a student decides to accept such a place, he/she will be required to sign a document to indicate the acceptance of the placement; or
 • A student has the right to choose a full refund of the tuition fees; or
 • If Riverton is unable to provide a student with a refund or a place in an alternative course, the Tuition Assurance Scheme (TAS) provider will place him/her in a suitable alternative course at no extra cost; or
If the TAS provider cannot place a student in a suitable alternative course, he/she will be eligible for a refund as calculated by the Fund Manager.

6. A refund will be made payable to a student, unless he/she gives written permission to Riverton for an alternative payment option. Provision of any refund will be in the same currency as that in which the fees were received unless payment in that currency is unfeasible. The claimant will be provided with a written statement that explains how the refund amount was calculated.

After commencement of studies/course

1. There will be no refund of any fees paid in full or part thereof, where a student withdraws or cancels enrolment after the commencement date of class/es.

2. Once study has commenced and a student chooses to cancel their enrolment for a particular course before completion of the qualification, he/she may remain liable to pay the full course tuition fees and any costs incurred by Riverton in recovering any outstanding debts, such as debt collection agency fees or legal costs, if applicable.

3. In the case where Riverton decides to terminate a student’s course of study for a serious breach of Riverton’s rules (can be found at www.riverton.edu.au) or a breach of visa conditions, such as unsatisfactory academic progress, there will be no refund of any fees paid.

4. If written notice is received on or after the date of course commencement, there will be no refund of any fees paid unless the Executive Director deems that exceptional circumstances apply.

Accommodation / Home-stay / Student Lodge

1. If a student cancels their accommodation booking 10 days or fewer prior to arrival, he/she will be liable for the accommodation placement fee (if applicable), plus a cancellation fee equivalent to 1 week of rent.

2. If a student cancels their accommodation booking on or after arrival, 4 weeks of written notice is required. Any accommodation fees paid in excess of the notice period will be refunded less a 15% administration fee.

Overseas Student Health Cover (OSHC)

1. If the student (applicant) has not arrived in Australia, Riverton will refund the OSHC directly.
2. Allianz Global Assistance will organise the refund, if the student (applicant) has arrived in Australia and is:
   - discontinuing studies and returning home; or
   - transferring to another provider; or
   - no longer on a student visa,


**Airport Pickup**

1. If the student cancels airport pick within 48 hours of arrival, no refund will apply.

2. If a student arrives at the airport and is unable to locate the Airport Pick Up service provider, the student is required to contact the 24-hour phone number provided at the time of booking. However, under such situation, Riverton concurs that if the student has advised our emergency contact that they have not been met at the Airport, and alternative arrangements have not been made, a full refund of this service fee will be offered.

**Refund Policy – Domestic (VET FEE-HELP & Non VET FEE-HELP students)**

The Offer of Admission issued to each approved applicant will include supportive documentation, such as the Refund Policy and the Acceptance of Offer. The Offer of Admission is to be signed and submitted for it to become a valid enrolment contract.

To help resolve any dispute between a student and Riverton with regard to payment or refund of fees, students are encouraged to visit Riverton’s Grievance Policy & Procedure at www.riverton.edu.au. Any refund enquiries should be directed to the Training Coordinator, which will then be escalated to the Executive Director for a final decision. If the student remains dissatisfied with the outcome, they may make a formal complaint through Riverton’s Complaints and Appeals Policy and Procedure.

This agreement and the availability of Riverton’s Complaints and Appeals Policy and Procedure do not remove the right of the student to take action under Australia’s Consumer Protection Laws.

**VET FEE-HELP students withdrawing from a VET-enabled course on or before the census date:**

1. 100% of tuition fees paid for that unit will be refunded to the student; and

2. the student will not incur a VET FEE-HELP debt.

3. Riverton will refund within 30 days upon receipt of written notice of withdrawal by the student (or parent or guardian if the student is under 18 years of age) tuition fees paid by or on behalf of the student for the relevant course/units of study.

**VET FEE-HELP students withdrawing from a VET enabled course after the census date:**
1. no refund is applicable; and/or

2. the student will incur a VET FEE-HELP debt.

3. the student who withdraws after the census date from a course may apply for special consideration.

**Non VET FEE-HELP students withdrawing before commencement of studies/course:**

1. Riverton agrees to refund without deduction all tuition fees paid within 30 days of receiving written notification in the circumstances where:
   - an offer is withdrawn by Riverton;
   - Australian Government authorities refuse to grant a student visa;
   - serious illness or disability prevents a student from taking up the course;
   - the death of a close family member (parent, sibling, spouse or child) of a student occurs; or
   - other special or extenuating circumstances prevent a student from commencing a course.

2. An application with supporting documentary evidence (certified copies) must be submitted for a refund under any of the provisions listed above.

3. Enrolment fees are non-refundable.

4. Riverton agrees to refund partial tuition fees paid by or on behalf of a student upon receipt of a written notice of cancellation by the student (or parent or guardian if the student is under 18 years of age). This refund will be processed according to the conditions below:
   - If written notice is received 30 days prior to the course commencement date, a non-refundable amount equivalent to 25% of the tuition fee will be applicable to all enrolments.
   - If written notice is received within 30 days of the course commencement date, a non-refundable amount equivalent to 50% of the tuition fee will be applicable to all enrolments.

5. In the event that Riverton is unable to deliver the course in full; the following arrangements are in place as option if students wish to chose one of the alternatives:
   - Enrolment in a suitable alternative course may be offered by Riverton at no extra cost. If a student decides to accept such a place, he/she will be required to sign a document to indicate the acceptance of the placement; or
   - A student has the right to choose a full refund of the tuition fees; or
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- If Riverton is unable to provide a student with a refund or a place in an alternative course, the Tuition Assurance Scheme (TAS) provider will place him/her in a suitable alternative course at no extra cost; or
  If the TAS provider cannot place a student in a suitable alternative course, he/she will be eligible for a refund as calculated by the Fund Manager.

6. A refund will be made payable to a student, unless he/she gives written permission to Riverton for an alternative payment option. Provision of any refund will be in the same currency as that in which the fees were received unless payment in that currency is unfeasible. The claimant will be provided with a written statement that explains how the refund amount was calculated.

Non VET FEE-HELP students withdrawing after commencement of studies/course:

1. There will be no refund of any fees paid in full or part thereof, where a student withdraws or cancels enrolment after the commencement date of class/es.

2. Once study has commenced and a student chooses to cancel their enrolment for a particular course before completion of the qualification, he/she may remain liable to pay the full course tuition fees and any costs incurred by Riverton in recovering any outstanding debts, such as debt collection agency fees or legal costs, if applicable.

3. In the case where Riverton decides to terminate a student's course of study for a serious breach of Riverton’s rules (can be found at www.riverton.edu.au) or a breach of visa conditions, such as unsatisfactory academic progress, there will be no refund of any fees paid.

4. If written notice is received on or after the date of course commencement, there will be no refund of any fees paid unless the Executive Director deems that exceptional circumstances apply.

Time Limitation and Record Keeping for Refunds

It would be improbable for Riverton to consider any application for a refund from a former student whose course enrolment was finalised 6 months or more prior to the time of application. Further, copies of all refund-related documentation, such as the application, written notification, and a brief report of the outcome will be retained on student files.

Riverton will provide the Cancellation and Refund Policy & Procedure document along with its Offer of Admission letter to all applicable students. In addition, this refund policy will be made available through Riverton’s website for all prospective and current students for easy access.

Refund Procedure – All students

Below are the steps to follow when applying for a refund:
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#### Date Effective: 1 July 2014

#### Version 1.0

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<td>2. <strong>Submit refund application form</strong></td>
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<td>3. <strong>Suitability assessment for a refund</strong></td>
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