
FEES AND REFUNDS POLICY

1. Purpose

- 1.1 This Policy supports Ikon Institute's (Ikon) commitment to fair trading practices and sets out the expectations and requirements of Ikon with respect to the administration of student tuition fees and non-tuition fees, in accordance with relevant legislation and regulations, payment of fees, and refunds.

2. Scope

- 2.1 This policy applies to all students and staff of Ikon.

3. Related Documents

This policy should be read in conjunction with the following documents:

- Schedule of Fees
- Enrolment Policy
- Letters of Offer
- Transfer Between Providers Policy
- Student Handbook
- Grievance and Appeals Policy
- Academic Calendar Policy
- Academic Integrity and Misconduct Policy
- Privacy Policy
- Inclusion, Diversity & Equity Policy

This policy and related documents can be accessed via the [Policy and Procedures](#) section on the Ikon website and/or the student and staff policy libraries.

4. Definitions

“Census Date” means the date on which student enrolment is finalised, after which students are liable for all associated course and tuition fees, and as published on the Ikon website.

“Commencing Student” means a student who has accepted an offer of a place at Ikon who has yet to commence their studies at Ikon.

“Commencement Date” means the first day of a course or trimester.

“Compelling, Compassionate or Extenuating Circumstances” means circumstances that are generally short-term, unforeseen and beyond the control of the student, and include, but are not limited to:

- Religious or cultural obligations and events
- illness, injury or misadventure
- serious medical condition

- serious illness or injury of an immediate family or household member
- bereavement of a partner, close family member, or household member
- unexpected carer responsibilities
- unexpected and unavoidable change to routine employment commitments
- crisis or trauma such as an accident, crime or being a witness to these experiences
- major political unrest or natural disaster that requires immediate travel
- military service or jury service
- severe disruption to domestic arrangements or homelessness
- personal hardship such severe disruption to domestic arrangements, employment or finances
- participation in sporting events at state, national or international level with an official sporting body

“Confirmation of Enrolment (CoE)” means a document registered with the Department of Home Affairs to confirm an international student’s acceptance into a particular course for a specified duration and that they are a bona fide student when applying for a visa.

“Continuing Student” means a student who has commenced a trimester of study and is eligible to remain enrolled in the course.

“Course” means a set of subjects of study for which successful completion results in the awarding of a qualification.

“Domestic Student” means an Australian citizen, New Zealand citizen, or holders of an Australian permanent visa (holders of all categories of permanent resident visas including Humanitarian Visas).

“Enrolment” means the period during which a student of Ikon is progressing towards the completion of their course requirements, including any scheduled breaks between study periods.

“International Student” means an individual enrolled in a course at Ikon who is not a citizen of Australia or New Zealand, or an Australian Permanent Resident, and has been granted a student visa by the Department of Home Affairs to study full-time in Australia

“Letter of Offer” means an official document offering an applicant a place in an Ikon course.

“Non-Tuition Fees” means fees charged by Ikon that are not for tuition.

“Provider Registration International Student Management System (PRISMS)” means the secure database owned and maintained by the Department of Education for the purposes of administering the Education Services for Overseas Students Act 2000.

“Student Handbook” is an important resource for students throughout their time at Ikon. The student handbook is available on the Ikon website and staff and student policy library and contains course information and contact details for student support services and identifies student policies and procedures.

“Subject” means a separate unit of study, and a combination of subjects make up a course.

“Tuition Fees” means fees received by Ikon that are directly related to the provision of a course that Ikon is providing, or offering to provide, to a student. These fees can be received either directly or indirectly from a commencing student or continuing student or from another person who pays the money on behalf of a commencing student or continuing student.

“Tuition Protection Services (TPS)” means the initiative of the Australian Government to assist students whose education providers are unable to fully deliver their course of study.

“Withdrawal” means the discontinuation of enrolment by a student in a subject or course.

“Working Days” means 9am to 5pm, Monday to Friday, and excludes Australian and state public holidays.

POLICY

5. Principles

5.1 Ikon is committed to ensuring that:

- information regarding fees is accurate, comprehensive, easily accessible, and written in plain English
- all students are treated fairly and equally
- students are provided with consistent information regarding fees
- all matters relating to student refunds are addressed in a timely manner.

The principles and procedures outlined in this policy are designed to align with national legislation and regulatory requirements, including the Higher Education Standards Framework (HESF) 2021, the Education Services for Overseas Student Act 2000 (ESOS Act) and the Higher Education Support Act 2003 (HESA).

6. Roles & Responsibilities

- 6.1 The Ikon Board of Directors is responsible for setting fees on the recommendation of the Chief Executive Officer. Fees will be compliant with all relevant legislation and regulations.
- 6.2 The Chief Executive Officer may vary fees for any student or group of students within their delegated limitations.

PROCEDURE

7. Fees

- 7.1 Tuition and non-tuition fees will be set out in the Schedule of Fees on the [Fees & Payments](#) webpage on Ikon's website
- 7.2 Fee increases may be implemented each year, if necessary, and will remain in place for a 12-month period.
- 7.3 Ikon will update the Schedule of Fees by 30 September for the following academic year which will be published on Ikon Website at the [Fees & Payments](#).

8. Payment of Fees

International Students

- 8.1 Commencing international students must pay the Enrolment Fee and the Initial Payment as stated in their Letter of Offer in full prior to a Confirmation of Enrolment (CoE) being issued.
- 8.2 Continuing international students are required to pay their tuition fees by the commencement date of each trimester. Tuition fees for all enrolled subjects are payable unless the *Application for Deferral/Withdrawal* has been received by Ikon prior to the commencement date.
- 8.3 International students applying for a payment extension beyond the commencement date due to exceptional circumstances must submit their request in writing to the Registrar, with

supporting evidence.

- 8.4 The Registrar will determine whether an extension is approved and will inform the student in writing of the outcome.
- 8.5 International students who do not pay their tuition fees in full by the commencement date may be charged a late fee.
- 8.6 Failure to pay all fees by the commencement date may result in the one or more of the following:
- exclusion from classes
 - suspended access to online resources, including Library resources
 - enrolment in further subjects may not be permitted
 - withholding of academic results
 - withholding of eligibility to graduate
 - termination of enrolment.
- 8.7 Any bank fees associated with processing an international student's tuition fees will be the responsibility of the student and must be paid within 10 working days.
- 8.8 Any non-tuition fees incurred by an international student will be payable within 10 working days.
- 8.9 The international student and Ikon will maintain a copy of the Letter of Offer and receipts of any payments of tuition and non-tuition fees.
- 8.10 Ikon may suspend or cancel an international student's enrolment in the case of a failure to pay due fees (refer to Ikon's *Enrolment Policy*).
- 8.11 Where Ikon decides to cancel an international student's enrolment due to a failure to pay fees, it will notify the student of its intention to report and will provide information on their right to access Ikon's complaints and appeals process within 20 working days (refer to Ikon's *Grievance and Appeals Policy*). If Ikon believes that the international student's health or wellbeing, or the wellbeing of others, is likely to be at risk, a suspension or cancellation of enrolment may take effect before the completion of any internal appeals process.
- 8.12 Where Ikon decides to cancel an international student's enrolment for a failure to pay outstanding fees, Ikon will report the student to the Department of Education and the Department of Home Affairs as soon as the internal appeals process has been completed and the student will be informed to seek advice from the Department of Home Affairs on any potential impact on his or her student visa. Ikon will notify the Department of Education through PRISMS of the variation in the student's enrolment.

Domestic Students

- 8.13 Domestic students are required to pay their tuition fees by the census date of each trimester. Tuition fees for all enrolled subjects are payable unless a completed *Application for Deferral/Withdrawal* has been received by Ikon prior to the census date. Ikon's courses are approved for FEE-HELP. For more information about FEE-HELP, visit the [StudyAssist website](#).
- 8.14 Any bank fees associated with processing a domestic student's tuition fees will be the responsibility of the student and must be paid within 10 working days.
- 8.15 The domestic student and Ikon will maintain a copy of the Letter of Offer and receipts of any payments of tuition and non-tuition fees.
- 8.16 Ikon may suspend or cancel a student's enrolment in the case of a failure to pay due fees (refer

to Ikon's *Enrolment Policy*).

9. Refund Applications

- 9.1 Domestic students who withdraw from a subject or course before the census date are not required to apply for a refund of the tuition fees as the refund will automatically be processed by Ikon.
- 9.2 International students wishing to request a tuition fee refund, must apply in writing using the *International Student Refund Form* which can be found on the [Ikon's website](#) and in the student policy library. Requests for refunds made verbally to Ikon staff will not be accepted.
- 9.3 All refund applications relating to students who have not yet commenced the course must be emailed to admissions@ikon.edu.au. Refund applications relating to students who have commenced the course must be submitted by email to the Student Experience Team at experience@ikon.edu.au
- 9.4 The written application for a refund is only considered complete, where the *Application of Remittal of Fees Form* or *International Refund Request Form* is signed by the student and the correct refund details have been provided in accordance with this Policy.
- 9.5 For students under the age of 18 years, a parent or legal guardian is required to acknowledge and sign the *Application of Remittal of Fees Form* or *International Refund Request Form*.
- 9.6 Ikon will process all student refund applications and provide a written response within 10 working days from the date of receipt.
- 9.7 It is Ikon's policy that every refund is to be transferred back into the account or credit card it was paid from. Approved refunds are paid in Australian dollars only. The refund payment will be made within 10 working days from the time the refund application has been processed by Ikon (provided all banking information for payment of refund is received on application). Students will be responsible for any bank fees or exchange rate costs associated with the refund.
- 9.8 In the event of a refund being rejected by the bank due to insufficient data or incorrect data supplied by the student, any bank fees charged by Ikon's bank to Ikon will be deducted from the amount due to the student.
- 9.9 Tuition fees are not transferrable to other students.
- 9.10 Non-tuition fees are not refundable and may include:
 - Enrolment Fee for international students
 - Late payment fee
 - Recognition of Prior Learning fee
 - Ancillary charges, including credit card surcharges
 - Graduation fees
 - Overdue library fines
 - Assessment re-mark fees (where applicable)
 - Replacement transcript fee
 - Replacement student ID card fee
 - International postage fee
 - Photocopying/printing credits

10. International Student Refunds

Tuition Fee Refunds Prior to Course Commencement

10.1 In the event an international student wishes to withdraw from their course prior to its commencement, the following refund rules apply:

Withdrawal timeframe	Refund
Written notification of withdrawal is received by Ikon at least 28 days prior to course commencement date.	100% refund of tuition fees paid.
Written notification of withdrawal is received by Ikon at least 14 days prior to course commencement date.	50% refund of tuition fees paid
Written notification of withdrawal is received by Ikon less than 7 days prior to the course commencement date	25% refund of tuition fee paid
Written notification of withdrawal is received by Ikon on after the commencement date	0% refund of the first trimester tuition fees (except where the student cannot start their course due to visa refusal)
Visa is refused prior to the course commencement date for reasons other than fraud*	Full refund of tuition fees paid
Visa is refused after the course commencement date for reasons other than fraud*	Refund of all unused tuition fees** from date of written notification received by Ikon and less the Enrolment Fee

*Note: To be eligible for this refund the student must provide satisfactory evidence (such as the visa refusal letter from the Department of Home Affairs) along with the refund application.

**Note: The ESOS Act defines "tuition fees" as being directly related to the provision of a course that the provider is providing or offering to provide to the student. Tuition fees include lectures, tutorials, training, learning materials, excursions, fieldwork or practical experience that form part of a course that the provider offers. Ikon will calculate the refund based on all unused tuition fees on a weekly basis. For example, a student pays tuition fees for a course with a duration of 11 weeks prior to their student visa being approved, the student attends the course 3 weeks and then receives notification that their student visa application has not been successful, a refund will be given to the student for the remaining 8 weeks, excluding the Enrolment Fee.

10.2 Students will be granted a refund of 100% of tuition fees paid if:

- Ikon is unable to provide the course for which a student has accepted in their Letter of Offer
- the student is unable to meet the conditions of the Letter of Offer
- the student has not achieved the required results to proceed on a packaged offer pathway.

10.3 If a student has provided incorrect, incomplete, false or misleading information, no fees will be refunded.

10.4 If a student advises Ikon in writing prior to the commencement date of their intention to defer their studies until the next trimester, and this is approved, Ikon will transfer the associated tuition fees to that intake.

11. Domestic Student Refunds

11.1 Domestic students who withdraw on or before the published census date of the trimester will not be charged the subject tuition fee. Students accessing a FEE-HELP loan will not incur a debt for the subject if they withdraw on or before the census date.

11.2 Domestic students who withdraw after the census date will be liable for the subject tuition fee. Students accessing a FEE-HELP loan will incur a debt for the subject tuition fee if they

withdraw after the census date.

- 11.3 Tuition fee refunds after the census date are only given if there are compelling, compassionate or exceptional circumstances, which can be verified, and are solely at the discretion of Ikon.
- 11.4 Further information on FEE-HELP is available at <http://studyassist.gov.au/sites/StudyAssist/>.
- 11.5 Students should note that the census date for each trimester is listed on the Ikon's website at [Key Dates](#)

12. Tuition Protection

- 12.1 Tuition protection is in place to support students in the event that Ikon is unable to commence or continue to provide the course that they are enrolled in.
- 12.2 In the event that Ikon closes or no longer provides the course that a student is enrolled in, Ikon will either:
 - arrange for the student to be offered a place in a suitable replacement subject or course
 - **Domestic students** - provide a refund of any up-front payments that a student has made against the affected subject or re-credit the HELP balance and cancel the HELP debt for any FEE-HELP loan(s) that have used to pay for the affected subjects
 - **International students** - provide a refund of any unspent tuition fees
- 12.3 Students have the right to choose whether they would prefer a refund or to accept a place in another course. If they choose placement in another course, students are required to sign documentation to indicate their acceptance of the placement.
- 12.4 The Tuition Protection Service (TPS) can assist students to either continue their studies through another course or different provider, or by being provided a refund or loan re-credit for education they paid for but did not receive.
- 12.5 Further information can be found at <https://www.dese.gov.au/tps>

13. Appeal

- 13.1 Ikon is committed to resolving any student complaint or grievance promptly, equitably and in a professional manner that respects the privacy of all parties involved.
- 13.2 Appeals concerning any decision taken in relation to this policy should be made under Ikon's *Grievance and Appeals Policy*, which can be accessed from [Ikon's website](#).

14. Publication

- 14.1 This policy will be published in the [Policy and Procedures](#) section on the Ikon website and in the student and staff policy libraries.

Policy Information & History

Policy Category	Academic, Enrolment
Policy ID	EN006A
Approved by	Corporate Board
Date of Approval	16 August 2022
Endorsed by	CEO
Date of Endorsement	12 August 2022
Previous Versions	20 February 2017, 9 August 2016, 1 August 2014
Next Review Date	July 2025
Government Legislation	Tertiary Education Quality and Standards Agency Act 2011 Higher Education Standards Framework (Threshold Standards) 2021 Higher Education Support Act 2003 National Code 2018 Education Services for Overseas Students (Calculation of Refund) Specification 2014
Responsible Officer	Registrar
Sources	<p>In developing this policy, the following documents were considered:</p> <p>Department of Education, Standard 9: Deferring, suspending or cancelling the overseas student's enrolment, 24 May 2021</p> <p>Department of Education, Tuition Protection for Higher Education Students, 1 June 2021</p>
Benchmarking:	External referencing activities were conducted against comparable providers and best practice using publicly available information for: Kaplan Business School, Australian Institute of Business Intelligence, Alphacrucis College, S P Jain School of Management, Avondale University, Excelsia College, and Cairnmillar Institute.