

SC15-I - Fees & Refunds P&P

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Purpose

The purpose of this policy and procedure is to outline Our institute’s approach to managing fees and refunds and to demonstrate how fees paid in advance are protected by Our institute.

This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards, as well as National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 standard 3 and the Smart and Skilled Fee Administration Policy.

Definitions

ASQA means Australian Skills Quality Authority, the national VET regulator and the RTO’s registering body

DET means Department of Education and Training

ESOS Act means Education Services for Overseas Students Act 2000

National Code 2018 means National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018

PRISMS means Provider Registration and International Students Management System

Standards means the Standards for Registered Training Our institutes (RTOs) 2015 from the VET Quality Framework

Agreed Starting Day means the day on which the course was scheduled to start, or at a later day as agreed between OUR INSTITUTE and the student.

Default Day means: a) the agreed starting day, if either OUR INSTITUTE or the student does not start on the agreed starting day; or b) the date on which the course ceases to start if the course ceases after it starts but before being completed or the day on which the sanction was imposed; or c) the

date on which the student withdraw from the course if the student withdraws; or d) the day on which OUR INSTITUTE refuses to provide the course to the student if: 1) if the student failed to pay the amount he or she is liable; or 2) the student breached his or her visa condition(s); or 3) the student misbehaved

Provider default means where the provider fails to start providing the course to the student at the location on the agreed starting day or after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Student Default occurs when: (i) the student does not start the course on the agreed starting day when the course starts on that day and the student has not previously withdrawn; or (ii) the student withdraws from the course within 28 days of agreed starting day or after the agreed starting day; or (iii) OUR INSTITUTE refuses to provide or continue to provide, the course to the student because of any one or more of the following: a) That the student failed to pay the amount he or she was liable to pay OUR INSTITUTE, directly or indirectly, in order to undertake the course; b) the student breached a condition of his or her student visa; c) misbehaviour by the student (refer to Deferral, suspension and cancellation policy and procedure available on our website)

\$500 administration fee means Enrollment fee \$220 & Refund Processing fee \$280.

Policy

1. Protection of fees paid in advance

Our institute protects the fees that are paid in advance by both domestic and international students.

Fee protection is ensured through:

- Our institute does not require a student to ever pay more than \$1500 in advance for services not yet provided, either prior to course commencement or at any stage during their course. Fees will be paid off during the course in instalments according to a set payment plan.

For international student fee protection is also ensured as follows:

- All course fees will be held in a separate bank account that can only be drawn down when the student commences. The course fees are held separately from the day-to-day operating expense accounts, so that if a refund is payable before the student commences, the refund can be made in a timely way without impact on the financial operations of the business or recourse to the tuition protection system.
- Our institute does not require international students to pay more than 50% of course fees prior to course commencement. The remaining 50% will be collected no earlier than 2 weeks prior to the commencement of the second study period.
- Our institute pays annual contributions to the Tuition Protection Scheme (TPS) provided by the Australian Government.

2. Fees and refund information

Prospective and current students are advised of the fees associated with a course on the relevant Course Outline and on the Student Enrolment Agreement. Fee information is also included in the Offer Letter and four weeks notice is given before each payment is due.

For international students, fee information is always provided prior to enrolment as per the requirements of the National Code 2018. Fee information provided to domestic and international students includes:

- All relevant fee information, including fees that must be paid and payment terms

- Details of the potential for fees to change during the student's course as relevant
- Initial payments and refund information and conditions relating to these
- The learners rights as a consumer including any cooling off period

Refund information is outlined in the Student Enrolment Agreement, in the Student Handbook and on our website.

Fees will only be collected once a signed copy of the signed Student Enrolment Agreement is received by Our institute.

3. Inclusions in course fees

Unless otherwise specified, course fees include all the training and assessment required for students to achieve the qualification or course in which they are enrolling. Course fees will clear itemise tuition, as well as non-tutions fees.

All prospect students will be given an enrolment agreement and invoice with upfront payments and due dates. OUR INSTITUTE accepts pre-paid fees payments from prospect students only after the signed enrolment agreement is received and verified.

4. Exclusions of course pre-paid fees

OUR INSTITUTE requires upfront payment of the following non tuition fees:

- a) material fees (if any)
- b) text books and equipment fees (if any)
- c) Overseas Student Health Cover (OSHC) fees (if required)
- d) Airport pickup fees (if required)
- e) Home stay Accommodation booking fee (if required)
- f) Home stay accommodation fees (if required)
- g) Other fees for any additional services requested as per administrative table charges
- h) Postage fees
- i) Under 18 Application Fee (Non refundable)

5. Late payments

Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.

Debts will be referred to a debt collection agency where fees are more than 42 days past due. Our institute reserves the right to suspend the provision of training and/or other services until fees are brought up to date. Students with long term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.

Late payment fees apply as indicated in a separate schedule of administration charges also made available to students on their invoices.

International students who do not pay their fees will be reported to DET via PRISMS under student default.

6. Refunds

All course fees, include a non-refundable initial payment which is outlined in the Student Enrolment Agreement and in the Student Handbook. The initial payment is non-refundable except in the unlikely situation where Our institute is required to cancel a course due to insufficient numbers or for other unforeseen circumstances. In this case, students will receive a full refund of their initial payment.

Students who withdraw from a course and wish to seek a refund or have the amount they owe on their fees reduced, must apply to Our institute in writing, outlining the details and reason for their request. Students who have not completed a withdrawal form are not eligible for consideration of a refund or reduction in fees.

7. Refunds – domestic students

For domestic students, eligibility for a refund will be assessed as follows:

- A. Full refund where Our institute cancels the course prior to commencement.
- B. Full refund of unspent course fees where Our institute cancels the course after commencement. The percentage of unspent course fees will be calculated based on services already provided up to the day the course stops.
- C. 75% refund of pre-paid fees where the student withdraws in writing 28 days or more prior to the course commencing.
- D. No refund of pre-paid fees where the student withdraws in writing less than 28 days prior to the course commencing.
- E. No refund is applicable where the student is excluded for misbehaviour.

8. Refunds - Traineeship

Enrolment fee may be refunded under the following circumstances:

- a. If a trainee leaves employer more than (7) days prior to the commencement of the course or OUR INSTITUTE cancels the course for whatever reason prior to commencement of the course, full enrolment fee will be refunded, commencement date will be the first scheduled structured training session date booked by the trainer.
- b. If a trainee leaves employer less than (7) seven days prior to commencement of the course 20% of enrolment fee will be forfeited, 80% of enrolment fee will be refunded, and commencement date will be the first scheduled structured training session date booked by the trainer/assessor.
- c. No refunds will be granted from the date of the commencement of course.

9. Refunds – international students

For international students, eligibility for a refund will be assessed as follows:

A. Circumstances in which a refund will be paid – REFUNDS APPLY

A 95% refund of any course fees paid will be provided to students in any of the following circumstances:

- If a student cannot commence the course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).
- At the discretion of Our institute's PEO or approved representative, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events.

B. Circumstances in which a partial refunds will be paid – PARTIAL REFUND

- Partial refunds will be paid in the event of provider default. The refund will be calculated from the day of the default as per section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.
- Partial refunds will also be provided in the same manner as for provider default (as above) where Our institute fails to enter into a written agreement with a student or the Student Agreement is not compliant with the requirements of the ESOS Act or the National Code 2018.
- If an international student is refused a visa (student default) before commencing their course, Our institute will refund the total amount of all course fees (tuition and any non-tuition fees) received for the course less the amount of of \$500 administration fee.
- If an international student is refused a visa (student default) but has already commenced their course, non-tuition fees will not be refunded. However, tuition fees will be refunded from the day of the student default as per Section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.
- If a student has supplied incomplete information and as a result Our institute withdraws the offer prior to commencement of the course, the student will be eligible to receive a refund of all course fees paid less the amount of \$500 administration fee.
- Where a student has not met the conditions included in the letter of offer and withdraws prior to 28 days before course commencement, the initial payment paid will be refunded less the amount of \$500 administration fee.

C. Circumstances in which a refund will not be paid – NO REFUND

A student is not entitled to a refund of prepaid tuition and non-tuition fees in the following circumstances:

- Where a student visa is cancelled and the cancellation for the refusal was because the student did not start the course at the location on the agreed starting day or the student withdrew from the course at that location or the student did not pay the fees due.
- Where a student withdraws less than 28 days prior to course commencement, on commencement or non-commencement.

- Where Our institute terminates the student’s enrolment because of a failure to comply with Our institute’s policies, misbehaviour or unsatisfactory course progress or attendance.
- When a visa application is not granted due to fraud which include incorrect information supplied, misleading information, false documents, or misconduct.
- Under 18 Application fee is non refundable

10. Outcomes of refund decisions

Our institute will provide the outcome of the refund assessment in writing within 28 days of the receipt of the refund application to the student’s registered address, outlining the decision and reasons for the decision along with any applicable refund or adjustment notice

Students will be advised that they may appeal the refund assessment following Our institute Complaints and Appeals Policy and Procedure.

Procedures

1. Student fees

Procedure	Responsibility
<p>A. Initial payment invoices</p> <ul style="list-style-type: none"> • All students should pay their initial payment upon enrolment prior to course commencement. Raise an invoice for the amount in line with the payment schedule for the relevant course. • Students have 14 days to pay an invoice. • Keep a copy of the invoice on the student’s electronic file. 	Management
<p>B. Fee instalment invoices</p> <ul style="list-style-type: none"> • Charge fee instalments in line with the relevant payment schedule for the course. • Students have 14 days to pay an invoice. • Keep a copy of the invoice on the student’s file. 	Management
<p>C. Receiving payments</p> <ul style="list-style-type: none"> • Payments may be made by EFTPOS, direct bank transfer, credit card. • Record payments against the relevant invoice on Axcelerate • Provide the student with a receipt. 	Management
<p>D. Managing overdue fees</p> <ul style="list-style-type: none"> • Send warning letters of overdue amounts after 7 days of overdue 	Management

Procedure	Responsibility
<p>invoices</p> <ul style="list-style-type: none"> • Call students where payments are more than 14 days overdue and will be sent an intention to cancel of enrolment letter due to non payment of fees giving them 20 working days to appeal or make payments. • Refer to the Training Manager about suspending training until fees are brought up to date. If training is suspended send a letter to the student advising of suspension until payment is made. • Where fees continue to be unpaid, follow cancellation procedures. • Once a student enrolment is cancelled and they are left with an invoice over 42 days overdue; they should be referred to the debt collection agency. 	

2. Refunds

Procedure	Responsibility
<p>E. Processing refunds – provider default</p> <ul style="list-style-type: none"> • Automatically issue a refund within 14 days to students who have enrolled and paid their initial payment/enrolment fee and the course is cancelled prior to commencement. • Automatically issue a refund to students within 14 days where the course has commenced but is cancelled. • Notify students to whom refunds are automatically issued in writing and issue refund. Record on file. • All other students who withdraw from their course and seek a refund are to make a request for a refund in writing. • Assess refund as per this Policy. • Calculate the relevant refunds. • Management. Approves refund assessment. • Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. • For student default, process refunds within 28 days after the refund application is received. • Keep a copy of the refund assessment on the student’s electronic file. 	Management
<p>F. Processing refunds – student default (international students) or domestic students circumstances C – E.</p> <ul style="list-style-type: none"> • All other students who withdraw from their course and seek a refund are to make a request for a refund in writing. 	Management

Procedure	Responsibility
<ul style="list-style-type: none"> • Assess refund as per this Policy. • Calculate the relevant refunds. • PEO/Accounts Officer. Approves refund assessment. • Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. • Process refunds within 28 days after the refund application is received. • Keep a copy of the refund assessment on the student's electronic file. 	

Administration charges

Charge Item	Cost
Recognition of Prior Learning per unit	\$300 per assessment
Graduate qualifications	\$1000 per assessment
Re-assessment	\$50 per assessment
Repeating an entire unit	\$400 per theory unit
Document issued on letter head	\$20 per document
Certificate replacement fee	\$100
Deferment fee	\$100
Postage Fee (registered only)	per Australia Post Charges
Change of course fee	\$150
Refund Processing fee	\$280

Standards:

Clause 5.3 of Standard 5; Clause 7.3 of Standard 7; Schedule 6; ESOS Act 2007; National Code 2018 Standard 3