

Fees and Refunds Policy & Procedures

Contents

Purpose.....	1
Definitions	1
Policy	2
1. Protection of fees paid in advance.....	2
2. Fees and refund information.....	2
3. Course fee inclusions	3
4. Payments.....	3
5. Refunds for international students	4
6. Recording and payment of refunds	6
7. Publication	6
Procedures	7
1. Student fees.....	7
2. Refunds.....	8
Document Control.....	9

Purpose

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

This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards, as well as the ESOS Act and the National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 2 and 3.

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

Fee Payer means the nominated payer of a students course fees, usually either the student or the employer paying on behalf of the student

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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

SRTOs means the Standards for RTOs 2015 – refer definition of ‘Standards’

Standards means the Standards for Registered Training Organisations (RTOs) 2015 of the VET Quality Framework which can be accessed from www.asqa.gov.au

Student default means where:

- the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or

Fees and Refunds Policy & Procedures

- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
 - the student failed to pay an amount payable to the provider for the course;
 - the student breached a condition of his/her student visa;
 - misbehaviour by the student.

A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because of provider default.

Policy

1. Protection of fees paid in advance

- Choice Academic College protects the fees that are paid in advance by international students.
 - 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 full and in a timely way without impact on the financial operations of the business or recourse to the tuition protection system.
 - Choice Academic College does not require international students to pay more than 50% of course fees prior to course commencement. However, Choice Academic College provides students with the opportunity to pay more than 50% of their tuition fees prior to course commencement if they wish. Where a student chooses not to pay more than 50% upfront, the remaining amount will be collected according to an agreed payment schedule. Note, however, that where a course is less than 25 weeks, Choice Academic College will require students to pay the full cost of the course prior to course commencement.
 - Choice Academic College pays into the Tuition Protection Service (TPS) provided by the Australian Government. In the event Choice Academic College is unable to deliver a course a student has paid for and does not meet the obligation to either offer a student an alternative course or pay a student a refund of the unspent prepaid tuition fees, the TPS will assist students in finding an alternative course or to get a refund if a suitable alternative is not found.

2. Fees and refund information

- Fee information relevant to a course is outlined in detail on the Student Agreement and summarised on the RTO's website. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment or commencement of training, whichever is first.
- For international students, fee information is always provided prior to enrolment or receipt of payment as per the requirements of the National Code 2018 Standard 2 and 3. Fee information provided to domestic and international students includes:
 - All course fees, including both tuition fees and non-tuition fees and the period to which these fees apply
 - Any additional charges that may apply and the circumstances in which they apply
 - The potential for changes to fees over the duration of the course
 - Payment options (including that international students may choose to pay more than 50% tuition fees before their course commences)

Fees and Refunds Policy & Procedures

- The Student Agreement and the Student Handbook which are provided prior to enrolment, includes this Fees and Refunds Policy and Procedure and informs the student of their consumer rights. Students are required to sign the Student Agreement in acknowledgement of the terms and conditions of the enrolment and this policy.
- Students have the right to a 'cooling off period' if they signed up to a course as a result of tele-marketing or door-to-door sales. The cooling off period is 10 days from the date they signed their Agreement. To exercise this right, the student must notify our office in writing within 10 days of enrolment.

3. Course fee inclusions

- The Student Agreement will clearly itemise all course fees, including both tuition and non-tuition fees.
- Tuition fees include:
 - All of the training and assessment required for students to achieve the qualification or course in which they are enrolling within the attempts allowed.
 - Issuance of one set of certification documents including the testamur (certificate) and record of results and/or a Statement of Attainment (in the case of withdrawal or partial completion).
- Non-tuition fees include:
 - Enrolment fee is the administration fees that is charged upon successful enrolment.
 - Material fees, this covers the cost of required text and learning materials in the course.
 - Additional fees that apply for re-assessment, where a student fails to achieve a satisfactory outcome after two attempts at an assessment task.
 - Re-issuance or additional copies of certification documents will attract a fee of \$50 per document.
 - Fees for deferral of study, late payment of tuition fees, or other circumstances in which additional fees may apply.
- Otherwise course fees (tuition or non-tuition) do not include:
 - Any optional textbooks and materials that may be recommended but not required to complete a course.
 - Stationery such as paper and pens.
 - Uniform (if required for placement).
 - Overseas Student Health Cover
 - Airport pick ups
 - Re-assessment if required, as outlined above.
 - Re-issuance of AQF certification documents – a cost of \$50 per document applies.
 - Direct debit setup, transaction and dishonour fees (where applicable).
 - Credit card payment surcharges.
- Choice Academic College cannot guarantee that students will successfully complete the course in which they enrol regardless of whether all fees due have been paid.

Fees and Refunds Policy & Procedures

4. Payments

- Payments can be accepted by EFTPOS, electronic transfer, credit card or money order.
- Credit card payments incur a surcharge of 3% per transaction.
- Late payment of fees will attract a penalty of \$50 per week late.
- 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.
- Choice Academic College 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.
- International students who do not pay their fees will receive a *Notice of Intention to Cancel* regarding non-payment of fees and thereafter will be reported to DET via PRISMS under student default.
- Receipts of payments made by international students will be kept for at least 2 years after the person ceases to be an accepted student.

5. Refunds for international students

- All course fees for international students include a non-refundable enrolment fee which is detailed on the Course Outline and Student Agreement. The deposit is non-refundable, except in the circumstance detailed below.
 - A full refund of any fees paid (including the deposit) will apply if Choice Academic College is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances. A refund admin fee of \$200 is applicable for ALL REFUND situations. Also, enrollment fee \$200 is nonrefundable in any circumstances.

- **Circumstances in which a refund will be paid – FULL REFUNDS APPLY**

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

- Where a course does not start on the starting date outlined in the Letter of Offer
 - At the discretion of Choice Academic College's CEO or approved representative, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events.
 - If an offer of a place is withdrawn by Choice Academic College and this is not due to incorrect or incomplete information being provided by the student.
- **Refund process for full refunds**
 - In any of the above situations, Choice Academic College will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. In these cases there is no need for a student to make an individual application for a refund. Refunds will be issued within 28 business days.
 - **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.

Fees and Refunds Policy & Procedures

- Partial refunds will also be provided in the same manner as for provider default (as above) where Choice Academic College 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.
 - If an international student is refused a visa (student default) before commencing their course, Choice Academic College will refund the total amount of all course fees (tuition and any non-tuition fees) received for the course less whichever is the lower amount of 5% of the total amount of the fees (tuition and non-tuition) or the sum of \$500.
 - 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 incorrect or incomplete information and as a result Choice Academic College withdraws the offer prior to commencement of the course, the student will be eligible to receive a refund of all course fees paid less a 20% administration fee.
 - Where a student has not met the conditions included in the letter of offer and withdraws 0 – 28 days before course commencement, the deposit paid will be refunded less a 20% administration fee.
 - Where a student withdraws from a course 0 – 28 days before the course commencement, except for the reasons set out in 9.1, 50% of the deposit paid will be refunded.
 - If a student withdraws or defers their course after the course has started and they have paid for units/clusters that have not been commenced. This will be calculated on a per unit or cluster cost calculated as the course fee less administration fees of 20%, less material fees divided by the total number of units or clusters in the course.
- **Refund process for partial refunds**
 - Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the Refund Request Form. The application must include the details and reason for the request. Students who have not completed a REFUND REQUEST Form are not eligible for consideration of a refund or reduction in fees.
 - The refund assessment will be based on reviewing the services provided to the student and the costs incurred by Choice Academic College to provide those services.
 - The outcome of the refund assessment will be provided in writing to the student's registered address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our Complaints and Appeals Policy and Procedure.
 - A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.
 - **Circumstances in which a refund will not be paid – NO REFUND**
 - A student is not entitled to a refund in the following circumstances:
 - Where the student fails to start the course at the location on the agreed starting day or the student withdraws from the course after the commencement date.
 - Where Choice Academic College terminates the student's enrolment because of a failure to comply with Choice Academic College policies, misbehaviour or unsatisfactory course progress.

Fees and Refunds Policy & Procedures

- Where a student's visa is cancelled due to their own actions including fraud or failure to comply with the visa conditions.
- No refund will be given if the student visa is refused on the grounds of fraud or the student visa is subsequently cancelled by the Australian Government (on grounds of fraud)
- Where the student is enrolled through an education agent and if the agent agreement is terminated due to agent's failure to comply with College requirements, the agent will not be entitled to the commissions, if any.

Note: This applies if the student is recruited through an Education Agent under an agency agreement with the College. If an Education Agency Agreement is terminated on the basis demonstrated or reasonable suspected unethical, unprofessional and/or criminal behavior, Choice Academic will terminate the agency agreement and reserves the right to forfeit any commission or bonuses payable to the education agent.

6. Recording and payment of refunds

- Refunds will be paid to the person or organisation that made the original payment.
- Refund assessments can be appealed following our *Complaints and Appeals Policy and Procedure*.
- Records of refund assessments and issuance of refunds will be stored securely in College record keeping system.

7. Publication

- Choice Academic College will publish in a prominent place on its website the following:
 - All tuition and non-tuition fees.
 - This Fees and Refunds Policy.

SC5-I: Fees and Refunds Policy & Procedures

Procedures

1. Student fees

Refer

- SRTOs: Clauses 5.3, 7.3
- National Code: Standard 3

Procedure	Responsibility
<p>A. Deposit</p> <ul style="list-style-type: none"> • All student fee-payers should pay their deposit upon enrolment, preferably prior to course commencement. • All international students should pay their deposit upon enrolment after signing the written agreement/acceptance of offer. • Raise an invoice for the amount in line with the payment schedule for the relevant course. • Fee-payers need to make payment as instructed on the Letter of Offer/ Written Agreement. • Keep a copy of the payment on the student's file. 	Administration team
<p>B. Fee instalment</p> <ul style="list-style-type: none"> • Charge fee instalments in line with the relevant payment schedule for the course, outlined on the Student Agreement. • Students will be sent out 2 fee reminders before the due date. • Send out first reminder letter regarding payment of fees, 2 weeks before the due date. • Send out second reminder letter regarding payment of fees, 1 week before the due date. • Students need to pay the fee instalment by due date as per the payment plan included in the written agreement. • Keep a copy of the payment on the student's file. 	Administration team
<p>C. Receiving payments</p> <ul style="list-style-type: none"> • Payments may be made by EFTPOS, cash, direct bank transfer, credit card or direct debit. • Fees for international students may not be collected until the Student Agreement has been signed. • Record payments against the relevant invoice on Xero. • Provide the student with a receipt. • Ensure receipts for payments from international students are retained for at least 2 years after the first payment is received. 	Administration team

SC5-I: Fees and Refunds Policy & Procedures

Procedure	Responsibility
<p>D. Managing overdue fees –</p> <ul style="list-style-type: none"> Send notification of intention to cancel regarding non-payment of fees when payment is more than 5 days overdue. Cancel enrolment after allowing student 20 working days to access the internal complaints and appeals process. 	Administration team / CEO

2. Refunds

Refer

- SRTOs: Clauses 5.3, 7.3
- National Code: Standard 3

Procedure	Responsibility
<p>A. Processing refunds – provider default (international students)</p> <ul style="list-style-type: none"> Automatically issue a refund within 14 days to students who have enrolled and paid their deposit 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. CEO 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. Keep a copy of the refund assessment on the student's file. 	CEO/Accounts Manager
<p>B. Processing refunds – student default (international students)</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. Assess refund as per this Policy. Calculate the relevant refunds including deduction of refund admin fee of \$200. CEO 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. Keep a copy of the refund assessment on the student's file. 	CEO/Accounts Manager

SC5-I: Fees and Refunds Policy & Procedures

Document Control

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Standards (National Code):	Standard 2, 3