

# FEES MANAGEMENT & REFUND POLICY AND PROCEDURE

## Purpose

The purpose of this policy and procedure is to specify how Allman College (the College) manages the collection of student fees and requests for refund of fees in accord with the ESOS Act, the National Code 2018 and Standards for RTOs 2015.

## 1. Policy

The College charges fees for services provided to students undertaking training and assessment that leads to a nationally recognised qualification. This Policy sets out the expectations and requirements of the College in the administration of student tuition fees, non-tuition fees and refunds, in accordance with relevant legislation and regulations.

The College will be transparent in the information provided to students regarding the fees it charges for its services and the provision of refunds. The information will be accurate, comprehensive, easily accessible, written in plain English and it will ensure all students are treated fairly and equally. All matters relating to student refunds are to be addressed in a timely manner.

### Fee Items

The College charges for the following:

- Enrolment fee (non-refundable)
- Tuition fees
- Materials fees
- Re-assessment fees
- Recognition of Prior Learning assessment fee
- Re-issuing certification
- Accommodation placement fees
- Airport pick up fees.
- Late fees
- Change CoE
- Change of course
- Re-issue Student ID
- Re-issue Certificate or Statement of Attainment

The amount charged for each item above is published in the Schedule of Fees and Charges.

The College reserves the right to change its fees, conditions, course commencement dates and course structure. Changes to tuition fees will not apply for the period of time for which the student has paid and or has already commenced their course. Fees may increase annually.

## 2. Responsibility

### **CEO/RTO Management:**

- Establishing and approving the fees management and refund policy.
- Ensuring the policy complies with regulatory requirements and guidelines.
- Communicating the policy to staff, students, and other stakeholders.
- Regularly reviewing and updating the policy as needed.

**Accounts:**

- Implementing the fees management system.
- Processing fees payments and refunds according to the policy.
- Maintaining accurate financial records.
- Providing financial reports and audits as required.

**Student Services/Admissions Team:**

- Informing prospective and current students about the fees and refund policy.
- Ensuring students understand their financial obligations and rights.
- Assisting students with queries related to fees and refunds.
- Facilitating the refund process for eligible students.

**Students:**

- Understanding and agreeing to the fees and refund policy before enrolment.
- Promptly paying fees as required.
- Notifying the College in case of any changes in their circumstances that may affect their fees or eligibility for a refund.

### 3. Requirements

The College must in accord with the Standards for RTOs and the National Code undertake the following activities in relation to the payment of tuition fees and the provision of refunds.

**SRTO 5.3.**

Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:

- a) all relevant fee information including:
  - i) fees that must be paid to the RTO; and
  - ii) payment terms and conditions including deposits and refunds;
- b) the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies;
- c) the learner's right to obtain a refund for services not provided by the RTO in the event the:
  - i) arrangement is terminated early; or
  - ii) the RTO fails to provide the agreed services.

**NC 2.1**

Prior to accepting an overseas student or intending overseas student for enrolment in a course, the registered provider must make comprehensive, current and plain English information available to the overseas student or intending overseas student on:

- 2.1.7 indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and the registered provider's cancellation and refund policies

### NC 3.1

The registered provider must enter into a written agreement with the overseas student or intending overseas student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. A written agreement may take any form provided it meets the requirements of the ESOS Act and the National Code.

### NC 3.3

In addition to all requirements in the ESOS Act, the written agreement must, in plain English:

- 3.3.4 list all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their course commences)
- 3.3.5 provide details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply
- 3.3.8. state that the student is responsible for keeping a copy of the written agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees

### NC 3.4

The registered provider must include in the written agreement the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:

- 3.1.4 amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider)
- 3.4.2 processes for claiming a refund
- 3.4.3 the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act
- 3.4.4 a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
- 3.4.5 a statement that “This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies”.

### NC 3.6

The registered provider must retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.

### Section 29 (3) of the ESOS Act

This section stipulates that as a requirement of registration all ESOS providers must maintain, at all times, a sufficient amount (the protected amount) standing to the credit of the account to

repay all tuition fees to every overseas student or intending overseas student

#### **4. SCOPE**

This document applies to all staff and students in the College and covers the management of fees and the refunds process for all fees payable for training services provided within the College's scope of registration, in accordance with Standards for RTOs, the ESOS Act and the National Code.

#### **5. Procedure**

It sets out guidance to staff and students regarding:

- a. fees that must be paid to the College;
- b. payment terms and conditions, including deposits and refunds;
- c. a student's rights as a consumer, including any statutory cooling-off period, if one applies;
- d. a student's right to obtain a refund for services not provided by the College in the event the arrangement is terminated early; or the College fails to provide the services.

##### **Payment of Fees**

Students have the choice to pay their tuition fees in full or over agreed instalments. The College does not require full payment in advance.

If a student decides not to pay their tuition fees in full, an initial minimum payment is required at the time of enrolment.

Students are not required to pay more than 50% of the fees upfront if their course runs for more than 25 weeks.

The remaining course fees, if any, are to be paid in alignment with the agreed instalment plan as listed on the student's Letter of Offer, over the remainder of the course.

The College accepts responsibility for fees and charges associated with the cost of enrolling in and studying with the College. No accountability will be taken for fees or charges associated with international education agent or migration agent fees or visa application costs.

##### **Payment Methods**

Fees can only be paid in the following methods:

- Electronic bank transfer
- EFTPOS
- Credit card

Education Agents are not authorised to accept payment on the College's behalf.

##### **Cooling-Off Period**

The College offers a 10-day cooling off period that commences at the time the student returns

a signed Written Student Agreement indicating their understanding and acceptance of the College's terms and conditions and makes the first payment for the course tuition fees as outlined in the Letter of Offer.

If, during this 10-day cooling off period, a student informs the College that they do not wish to continue with their enrolment, they will be entitled to a full refund of the tuition fees paid and their enrolment will be cancelled.

### **Fee Protection and Protected Amount**

In accord with Subsection 29(3) of the ESOS Act the College maintains a completely separate bank account for keeping pre-paid tuition fees distinct from 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. The fees are deposited into this account within five business days of the College receiving payment of tuition fees, as required under 29 (2) of the ESOS Act. This account is not available for the payment of College debts including if the College goes into administration. This account can only be drawn down when the student commences the course.

In addition, fee payments are protected by the College's membership of the Tuition Protection Service (TPS).

### **Record Keeping**

The student is responsible for keeping a copy of their completed Student Written Agreement and receipts of any payments to the College for tuition fees or non-tuition fees.

The College will retain records of all Student Written Agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.

### **Withdrawal of Enrolment**

An enrolment withdrawal initiated by a student *after* the 10-day cooling off period but before the commencement of the course, must be made to the College in writing and is deemed to take effect on receipt of that written notification.

If a student cancels their enrolment more than 28 days prior to the course commencement date, they will be entitled to an eighty percent (80%) refund of the tuition fees paid less the non-refundable enrolment fee and their enrolment will be cancelled.

If a student cancels their enrolment less than 28 days prior to the course commencement date, they will be entitled to a fifty percent (50%) refund of the tuition fees paid less the non-refundable enrolment fee and their enrolment will be cancelled.

There will be no refund of tuition fees paid if a student cancels their enrolment after the commencement of the course.

### Visa Refusal

Where a prospective student's visa is refused, they will be entitled to one hundred percent (100%) refund of the tuition fees paid less the non-refundable enrolment fee and their enrolment will be cancelled.

Should a student's visa be refused due to fraudulent and or forged documents no enrolment or tuition fees will be refunded under any circumstances.

REFUND TABLE	
Visa refused	100% refund of tuition fees. Enrolment fee is not refundable
Visa enrolment refusal due to fraudulent and or forged documents	No enrolment or tuition fees refunded under any circumstances
Withdrawal notified in writing and received by College 28 days or more prior to semester commencement	80% refund of tuition fees paid. Enrolment fee is not refundable
Withdrawal notified in writing and received by College less within 28 days prior to semester commencement & before the commencement date	50% refund of tuition fees paid. Enrolment fee is not refundable
Withdrawals notified in writing and received by College on the commencement date or after the semester commences	No refund of current semester tuition and materials fees.

### Course Deferment

If a student defers their intended course start date prior to the course commencement date a change fee will apply.

If a student is granted a course deferment and later cancels their enrolment at least 28 days prior to the new course commencement date, the student will be entitled to a refund of 80% tuition fees paid less the non-refundable enrolment fee and their enrolment will be cancelled.

If a student is granted a course deferment and later cancels their enrolment less than 28 days prior to the new course commencement date, they will be entitled to a 50% refund of the tuition fees paid and their enrolment will be cancelled.

### Cancellation of Course

In the event the College is unable to provide services for which the student has prepaid, the student will be placed into an equivalent course such that:

- the new location is suitable to the student; and
- the student receives the full services for which they have prepaid at no additional cost to the student; **or**
- be paid a refund within 14 days of any prepaid fees for services yet to be delivered.

### **Transfer to Another College**

Where a student seeks to transfer their enrolment to another college, the student shall not be entitled to a refund of any course fees paid.

The student seeking to transfer to another RTO must settle all outstanding fees prior to being granted a release.

### **Change Course**

Should a student wish to change their course, the request must be made in writing to the College. Any changes to a different course after commencement of the first course will incur an administration fee.

### **Failure to Pay Fees**

It is the student's responsibility to pay fees on time according to the payment plan agreed upon at time of course enrolment. A late payment fee will be applied to students that pay owed fees after the due date.

Should a student require an extension for their fee payments, they must apply in writing via email to the CEO at least two weeks prior to fees being due.

Should a student not pay fees on time according to the payment plan agreed upon at time of course enrolment, and not discuss their payment issues with the College, the College will inform the student in writing of its intention to cancel their enrolment. The student will be provided with 20 working days in which to access the College's complaints and appeals process.

If the student chooses not to access the College's complaints and appeals process, the College will cancel the student's enrolment and notify the Department of Home Affairs via PRISMS. The student will be advised to contact the Department of Home Affairs regarding the impact on their student visa.

Unpaid fees will be recorded as a debt and recovered by action in the Local Court of NSW. Any costs incurred by the College to recover any outstanding fees will be charged to the student.

The College will not release any testamurs/awards to students until outstanding course fees have been paid in full.

## **REFUNDS**

The College will make a refund only in Australian Dollars within 4 weeks of receiving a written claim by the student in accordance with the Terms and Conditions as outlined in the Student Written Agreement.

The enrolment fee is not refundable under any circumstances including visa refusal /rejection.

All refund considerations will be strictly limited to money the College has received and will not include:

- Overseas Student Health Cover (OSHC) if paid to the College and which has been applied as a premium to OHSC provider on behalf of students
- Bank charges
- The cost of materials for the course
- Agent's commission - refunds that include the agent commission are repaid to the student by the agent

The College will make the refund available to either the student or the student's representative as identified in the Student Enrolment Application Form as per the ESOS Act Regulation 3.19.

All bank fees/charges incurred in issuing the refund will be deducted from the refund amount. Refunds to overseas bank accounts will incur overseas transfer fees of \$30 at the student's expense.

If the student enrolls into more than one course, each course is considered as an independent course. Therefore, the refund policy will apply to each course within the courses applied for.

If the student, who has commenced the course and failed to complete the current course or failed some unit(s), the student will be required to repeat the same course or failed unit(s) and pay the fee applicable.

Any pre-paid fees for the subsequent non-commenced higher-level course will not be transferrable to pay for the repeat of failed course or unit(s).

Students must notify the College in writing should they have an intention to cease enrolment, and they remain liable for any course fees due until that date.

The date that the College confirms receipt of the notice will be the date used for all calculations.

Course and other fees are not transferable to another student or institution.

### **Refund Applications**

All applications for refund must be made by the student in writing using the Fee Refund Form and submitted to the Student Services Officer. Forms may be obtained from Reception or downloaded from the website. All applications for refund shall be determined within 10 working days. If the refund request complies with the refund conditions stated in Fees Management & Refund Policy, the refunds will be processed within 4 weeks and transferred to the designated student bank account. The College will not compensate students for any exchange rate differences or transfer costs that have occurred when undertaking foreign currency exchange.

Refunds will be considered on a pro-rata basis for students who fall ill or are injured to the extent that they can no longer undertake the course providing a supporting Medical Certificate is supplied.

### **Full Refund**

The College will provide a full refund of any tuition fees paid, less the enrolment fee, if:

- the student is unable to obtain a student visa;
- refund on visa rejection will require a copy of notification from the Australian High Commission.
- political or civil unrest or natural disasters prevent the student leaving their home country or paying fees in full;
- the student is unable to commence their course because of a serious and prolonged illness, disability or death of a parent, sibling, spouse or child;

The College will provide a full refund of any tuition fees paid, less the enrolment fee, if:

- the offer of a place is withdrawn;
- the course which was applied for is no longer offered; or
- we refuse to enrol the student in a course.

### **Provider Default - Cancellation and Refund Conditions**

If the College defaults, that is, if the course does not start on the agreed starting date or the course ceases to be provided before it is completed, the College will make every effort to transfer the students' enrolments to another college or pay a refund of the unused portion of the course money received from the student.

Refunds in situations of Provider Default are covered by the provisions of The Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012 and apply if:

- the College does not offer a course on the advertised start date or
- terminates a course after the course start date or
- before course completion date or
- does not provide a course as advertised due to sanctions by any authority or
- does not provide a course in full

In such a case the College will pay the student a refund which equals the amount of the total tuition fees paid for the remainder of the course not completed at the time of default if an alternative placement with another provider cannot be found to the student's satisfaction. Such refunds will be made within 2 weeks following the default date with a statement explaining how the refund amount has been calculated.

### **Student Default**

A student default occurs

- where the course starts on the agreed start date:
- but the student does not start on the agreed start date
- and has not previously withdrawn from the course
  - or advised of visa cancellations in writing within an agreed time period prior to the course start date
- or the student cancels or withdraws from the course either before or after the agreed starting date.
- the student failed to pay an amount they were liable to pay the College

- the student breached a condition of their student visa
- there is misbehaviour by the student.

If a student default occurs the College and student must follow the refund requirements in the written agreement that apply to student default situations and as set out in the Refund Table above.

### **Tuition Protection Service**

The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study.

The TPS ensures that international students are able to either:

- complete their studies in another course or with another education provider or
- receive a refund of their unspent tuition fees

In the unlikely event the College is unable to deliver a course where fees have been paid in advance and it does not meet its obligations to either offer the student an alternative course that is accepted or pay the student a refund of the unspent prepaid tuition fees, the TPS will assist the student in finding an alternative course or offer a refund if a suitable alternative is not found.

### **Refusal of Refunds**

A refund will not be provided:

- in any circumstances where the student has supplied fraudulent, forged or deliberately misleading documentation;
- where the student has had their enrolment terminated due to either academic or behavioural misconduct;
- if a request for a refund is submitted after the student has had their enrolment terminated due to non-payment of course fees.

### **Refund Appeals**

Students who are not satisfied with the outcome of the refund process may access the College complaints and appeals process.

In the event that the refund request was not granted, the student may appeal directly to the Chief Executive Officer for reconsideration. There may be special circumstances that the student may want to present to the Chief Executive Officer for consideration. However, the conditions of the Fees Management & Refund Policy will determine the outcome of any decision made.

A copy of the Fees Management & Refund Policy and Fee Refund Form may be downloaded from the Policies, Forms and Resources tab on the website.

The right the student has to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies.

## **6. Policy Implementation**

This policy will be made available to all staff members and stakeholders through the internal communication channels, the website and in the Student Handbook.

## **7. Review**

This Policy and Procedure will undergo an annual review, or sooner if required, to ensure it remains relevant and effective in guiding the operations and strategies or as needed to reflect any changes in the regulatory environment or operational practices.

Feedback will be collated and analysed and discussed at the monthly management meetings, for noting or action with any necessary changes documented in a Continuous Improvement Form and in the Continuous Improvement Register.