

SC5-I: Fees and Refunds Policy & Procedure

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Purpose

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

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 Standards 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 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

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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

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

Package of courses means a sequence of one or more courses specified in the letter of offer for which CoE(s) have been issued. To avoid doubt where there is only one CoE, package of courses means that CoE.

Fees only means **tuition fees** not third party or ancillary fees such as admission fee, OSHC fee or resources fee.

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Policy

1. Protection of fees paid in advance

Education Access Australia protects the fees that are paid in advance by international students.

For international student fee protection is 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 full and in a timely way without impact on the financial operations of the business or recourse to the tuition protection system.
- Education Access Australia does not require international students to pay more than 50% of course fees prior to course commencement. However, Education Access Australia 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, Education Access Australia may require students to pay the full cost of the course prior to course commencement.
- Education Access Australia pays into the Tuition Protection Service (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 Agreement. In compliance with Clause 5.3 of the Standards, this is provided prior to enrolment or commencement of training, whichever is first.

For international students, fee information is always provided prior to enrolment as per the requirements of the National Code 2018 Standard 2. 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
- Deposits and refund information and conditions relating to these
- The learner's rights as a consumer including any cooling off period

Refund information is outlined in the Student Agreement and in the Student Handbook.

Fees will only be collected once a signed copy of the signed Student Agreement is received by Education Access Australia.

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 clearly itemise tuition, as well as non-tuition fees.

- Course fees include one copy of the required text books and learning materials for each student. Any optional textbooks and materials that may be recommended but not required for a course, are not included in course fees and will be an additional cost should the student wish to purchase such materials. If textbooks are lost and need to be replaced, the student will be required to cover the cost of the replacement materials – the cost is outlined on the Student Agreement where applicable.

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- Course fees include the issuance of a testamur and record of results and/or statement of attainment. For additional copies or re-issuing of any of these documents an additional fee is applicable. This fee is currently \$100 per request.
- Course fees do not include Overseas Student Health Cover or optional extras such as airport pick ups. These fees are at an additional cost as outlined in the Course Outline.

4. 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 40 days past due. Education Access Australia 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 be reported to DET via PRISMS under student default.

5. Refunds

All course fees, include a non-refundable deposit / enrolment fee which is outlined on the Course Outline. The deposit is non-refundable except in the unlikely situation where Education Access Australia 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 deposit.

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 Education Access Australia 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.

6. Refunds – International students

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

Fee Refund Conditions	Refund Applicable
<p>For these refund conditions the terms</p> <ul style="list-style-type: none"> • “package of courses” means a sequence of one or more courses specified in the letter of offer for which CoE(s) have been issued. To avoid doubt where there is only one CoE, package of courses means that CoE • “Fees” only means tuition fees not third party or ancillary fees such as admission fee, OSHC fee or resources fee. 	<p>For these refund conditions the terms</p> <ul style="list-style-type: none"> • “package of courses” means a sequence of one or more courses specified in the letter of offer for which CoE(s) have been issued. To avoid doubt where there is only one CoE, package of courses means that CoE • “Fees” only means tuition fees not third party or ancillary fees.
1. If an intending overseas student is not granted a student visa from Australian High Commission/ Australian Embassy/Department of Immigration & Border Protection (DIBP) for any reason,(Documentary evidence of visa refusal is required)	1. All fees paid in advance will be refunded, minus administration and processing charges of AUD\$500.00.
2. If EAA receives a written notice of withdrawal more than 28 days before the agreed start date of the first course in the “package of courses”	2. The refund will be 25% of the fees paid in advance by the student for each and every course in the “package of courses” “minus an administration and processing charge of AUD\$500.00.

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<p>3. If EAA receives a written notice of withdrawal more than 14 days but less than 28 days before the agreed start date of the first course in the “package of courses”</p>	<p>3. The refund will be 15% of the fees paid in advance by the student for each course in the “package of courses” minus an administration and processing charge of AUD\$500.00.</p>
<p>4. If written notice is received 14 days or less before the commencement date of the first course of the “package of courses”</p>	<p>4. There will be no refund of any fees paid in advance for each and every course in the “package of courses”.</p>
<p>5. If the student withdraws after the agreed start date of the first course in the “package of courses”</p>	<p>5. There will be no refund of any fees paid in advance for each and every course in the “package of courses”. Students will also have to pay the balance of any fees due for remainder of their current course of study.</p>
<p>6. If a student’s visa is cancelled due to their breach of international student visa conditions or EAA Policies and Procedures or Student Misbehaviour after the commencement of the first course in the “package of courses”</p>	<p>6. Maintaining the conditions of the visa grant and following EAA’s policies and procedures as agreed is the student’s responsibility. There will be no refund of any fees paid in advance for each and every course in the “package of courses”. Students will also have to pay the balance of any fees due for remainder of the current course of study.</p>
<p>7. At the time of enrolment any Credit Transfer(CT)/ Recognition of Prior Learning(RPL) will be discussed & granted after the student provides sufficient evidence,</p>	<p>7. If the Credit Transfer allows shortening of the duration of a specific course in the “package of courses” a pro-rata fee will be worked out for the specific course and offered to the student. Once the student accepts the offer, there will be no further reduction of the fee and all refund conditions apply to each course in the “package of courses”</p>
<p>8. If a student’s visa expires whilst studying a “package of courses” and they are not able to complete their “package of courses” because their application for an extension of visa is not granted by DIBP</p>	<p>8. All unused fees paid in advance for each and every course in the “package of courses” minus administration and processing charges of AU\$500.00 will be refunded. Calculation of ‘unused fees’ is in accordance with applicable ESOS regulations.</p>
<p>9. If a student is granted a deferment or temporary suspension of studies after the commencement of a “package of courses”</p>	<p>9. EAA will hold all fees paid in advance for the period of the suspension/deferment. If the student does not return or commence on the agreed date without the approval of EAA the student is deemed to have inactively withdrawn, and their enrolment will be cancelled. There will be no refund of any fees paid in advance for each and every course in the “package of courses”.</p>
<p>10. In cases of Provider default. EAA <i>defaults</i>, in relation to an overseas student or intending overseas student and a course, if:</p> <p>either of the following occurs:</p> <ul style="list-style-type: none"> • EAA fails to start to provide the course to the student on the agreed starting day; • the course ceases to be provided to the student at any time after it starts but before it is completed; and • the student has not withdrawn before the default day. 	<p>10. Full refund of unused fees paid in advance. The calculation of ‘unused fees’ is in accordance with applicable ESOS regulations.</p>

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If a student claim refund for the reason other than above circumstances identified, it will be decided in a fair and ethical manner at the discretion of the CEO

7. Outcomes of refund decisions

Education Access Australia will provide the outcome of the refund assessment in writing 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 Education Access Australia's Complaints and Appeals Policy and Procedure.

Procedures

1. Student fees

Refer Clause 5.3, 7.3, Schedule 6, National Code 2018 Standard 3.

Procedure	Responsibility
A. Deposit invoices <ul style="list-style-type: none"> All students should pay their initial deposit fee prior to the Confirmation of Enrolment is issued. Raise an invoice for the amount in line with the payment schedule for the relevant course. Note for international student, fees should not be collected until the Student Agreement has been signed by the student and received by Education Access Australia (EAA). Keep a copy of the invoice on the student's file. 	Administration team/ Accounts Manager
B. Fee instalment invoices <ul style="list-style-type: none"> Charge fee instalments in line with the relevant payment schedule for the course. Keep a copy of the invoice on the student's file. 	Administration team/ Accounts Manager
C. Receiving payments <ul style="list-style-type: none"> Payments may be made by EFTPOS, cash, direct bank transfer, credit card or direct debit. Record payments against the relevant invoice on the Education Access Australia financial system - XERO. Provide the student with a receipt. 	Administration team/ Accounts Manager

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<p>D. Managing overdue fees</p> <ul style="list-style-type: none"> • Send out statements monthly to students to show outstanding fees. • Call students where payments are more than 14 days overdue. • Any student with an invoice over 40 days past due may be referred to the debt collection agency. • For international student, notify students that their training will be suspended until fees are paid and that they will be reported to DET via PRISMS should the fees remain unpaid. Use <i>Notice of Intention to Cancel</i> letter. • For international students, where fees continue to be unpaid for more than 40 days, send Notice of Intention to Cancel letter and report students to DET via PRISMS. 	<p>Administration team/ Accounts Manager</p>
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2. Refunds

Refer Clause 5.3, National Code 2018 Standard 3.

Procedure	Responsibility
<p>A. Processing refunds – provider default</p> <ul style="list-style-type: none"> • EAA will issue a full refund within 14 days to students who have enrolled and paid their deposit/enrolment fee and the course is cancelled prior to commencement. • EAA will issue a refund of the unused tuition fee 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 and/or Accounts Manager 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 as per the refund policy within 28 days. • Keep a copy of the refund assessment on the student's file. 	<p>Administration team/ Accounts Manager</p>

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<p>B. 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. • Assess refund as per this Policy. • Calculate the relevant refunds. • CEO and Accounts Manager 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. 	<p>Administration team/ Accounts Manager</p>
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Document Control

Document No. & Name:	SC5-I - Fees and Refunds P&P V1.0 Oct 2017
Quality Area:	Students and Clients
Author:	Education Access Australia Pty Ltd
Status:	Approved
Approved By:	RTO Manager
Approval Date:	5/12/2017
Review Date:	21/11/2018
Standards:	Clause 5.3 of Standard 5; Clause 7.3 of Standard 7; Schedule 6; ESOS Act 2007; National Code 2018 Standard 2 and 3.