

PP2.8 – Fees and Refunds (CRICOS students)

Policy area	Student Support
Standards	Outcome Standards for RTOs, Standard 2.1 (c) (iii), (d), (e) Compliance Standards for RTOs for RTOs, Standard 18
Relates to	CEO, Accountant
Classification	Internal Only

1. Purpose

The purpose of this procedure is to process student's refunds.

2. Definitions

None

3. Policy and Procedure statement

- All refund requests must be made in writing using the Refund Request Form.
- Completed Refund Request Form along with all supporting documents should be sent to college for processing, the refund amount will be calculated from the date of receipt of this form and its supporting evidence(s).
- Course commencement date is defined as 'Proposed Course Start Date' as listed on the student Coe. If the student applies for course deferment to a future intake date, the refunds policy applies to the current course and its Proposed Course Start Date. If student applies for suspension to a future time, the refund policy applies to the current course and its Proposed Course Start Date.
- The college will attempt to return any refund back to the originating bank account or originating card or cardholder. Refunds will be paid:
 - To the person or entity from which the original payment was received;
 - In Australian Dollars, unless external requirements prevent this;
 - Where possible, to the account from which, and using the mechanism by which, the original payment was received.
- Where it is not possible for the college to make a payment to the account, person or entity from which the original payment was received, the college will consult with the student, the person or entity who made the original payment and the appropriate financial institutions to determine how the refund will be paid.

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- If the college is unable to contact a former student to arrange for a refund, the funds will be held for a maximum period of six years, at which time the credit balance will be transferred to the Office of State Revenue.
- Refunds will be processed within 20 working days from the date of receipt of this form and its supporting evidence(s).
- A written statement will be provided to explain how the refund is calculated per request from student or an authorised third party.

If a student is not satisfied with the approved refund amount the student has a right to lodge an internal appeal with the college. If the student is not happy with internal appeal outcome the student can seek for further assistance under Australian Consumer Law. You can visit Australian Consumer Law website at <http://consumerlaw.gov.au/> for more information.

4. Considerations

Below is a table listing examples of situations and how refunds will be processed:

Situations	Refunds Procedure
Enrollment fees	Non-refundable
Material fees	Non-refundable
Coe amendment fees: \$50 per Coe	Non-refundable
Assessment late-submission fees: \$50 per unit	Non-refundable
Student Visa Cancellation/Refusal due to fraud/misleading information when applying/extending student visa and/or breach of student visa conditions, etc.	No refund
Student applies for external appeal such as ART (Administrative Review Tribunal)	No refund
COE Cancellation due to non-commencement, non-attendance, non-payment, unsatisfactory course progress and/or breach of any college code and National Standards	No refund
Withdraw Application Requests: Before the course commencement date	If student applies to withdraw from the course and sends the refund form before the course commencement date, tuition fees are refunded in full, and an admin fee of \$300, an enrollment fee of \$200 and a 'material fee (as per your 'Student Offer Letter and Agreement'

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	document)' will be deducted from the final refund amount. <u>Documents that are required to process this type of refund:</u> 1. Refund Form with correct bank details. 2. Cancellation Request Form
Withdraw Application Requests: On/After course commencement date	If student applies to withdraw from the course and sends the refund form on/after course commencement date, refund is calculated based on the date of receipt of all documents that are required to process refunds request, refund amount will be calculated on a pro-rata basis based on the number of weeks remaining for the remainder of the course, and an admin fee of \$300, an enrollment fee of \$200 and a 'material fee (as per your 'Student Offer Letter and Agreement' document)' will be deducted from the final refund amount. <u>Required documents to process refund:</u> 1. Refund Form with correct bank details. 2. Cancellation Request Form
Provider Default	If college is unable to deliver the course, college will offer students placement into an alternative registered course, or a refund for unused tuition fees. In the situation when college is unable to provide alternative registered course or a refund for unused tuition fees, TPS (Tuition Protection Service) for international students will attempt to place student into an alternative registered course provided by another provider (college).

5. Other documents to consider with this policy

Policies

- Complaints Policy
- Appeals Policy

6. Forms

- Complaint Form
- Appeal Form

Handbooks, manuals or other documents

None

7. Flow chart

None.

8. Reference(s)

Outcome Standards for RTOs, Standard 2.1 VET students have access to clear and accurate information, including to make informed decisions about the training product and the RTO, and are made aware of changes that affect them. The RTO demonstrates: (c) (iii) any fees and costs payable by the VET student, including payment terms and conditions, refund policies and the availability of any relevant government training entitlements and subsidy arrangements, (d) prior to enrolment or before any fees are required to be paid, written information is provided to the VET student about the agreed training to be provided, the amount of any fees to be paid by the VET student, and the VET student's obligations, (e) how it identifies changes that affect VET students, including transition of superseded, deleted, or expired training products, and informs VET students of these as soon as practicable.

Compliance Standards for RTOs for RTOs, Standard 18. Where fees are prepaid, there are systems in place to ensure refund of these fees if the RTO is unable to deliver the agreed training and assessment.

- (1) **Compliance Standards for RTOs for RTOs, Standard 19.** Where an NVR registered training organisation or third party receives prepaid fees from or on behalf of an individual in excess of \$1500 in relation to the same VET course (the **threshold prepaid fee amount**), the organisation must:

- (a) where the organisation is a government entity or an Australian university – comply with the requirements set out in subsections (2) and (3); or

- (b) where the organisation is any other NVR registered training organisation – implement one or more of the arrangements set out in subsection (4).

Requirements for government entities and Australian universities

- (2) The NVR registered training organisation must have a policy in place for circumstances where the organisation is unable to provide the services to which the threshold prepaid fee amount relates (***prepaid fee policy***).
- (3) An NVR registered training organisation's prepaid fee policy must specify how an individual who has prepaid will:
- (a) be placed into an equivalent course at a location suitable to the individual and receive all services for which the individual has prepaid at no additional cost to the individual; or
 - (b) be refunded the prepaid fees for services yet to be delivered which are in excess of the threshold prepaid fee amount.

Requirements for other NVR registered training organisations

- (4) The NVR registered training organisation must implement one or more of the following arrangements:
- (a) an unconditional financial guarantee from a bank operating in Australia, provided:
 - (i) at all times, the guarantee is at least equal to the total amount of prepaid fees held by the organisation in excess of the threshold prepaid fee amount; and
 - (ii) the costs of establishing and maintaining the guarantee are met by the organisation.
- (1) Note: For example, where an NVR registered training organisation receives prepaid fees of \$2000 from three individuals (totalling \$6000), the guarantee must be at least equal to \$1500 (i.e. \$500 multiplied by three).
- (b) a current membership with a tuition assurance scheme operator which, if the organisation is unable to provide services for which the individual has prepaid, must ensure:

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- (i) the individual will be placed into an equivalent course at a location suitable to the individual and receive all services for which the individual has prepaid at no additional cost to the individual; or
 - (ii) if an equivalent course cannot be found – the individual will be refunded the prepaid fees which are in excess of the threshold prepaid fee amount.
 - (c) any other fee protection measure approved by the National VET Regulator.

Australian Consumer Protection laws

<https://consumerlaw.gov.au/consumers-and-acl>

ATO GST reference