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## Purpose

The purpose of this policy and procedure is to outline the approach of Australian English Colleges to managing fees and refunds and to demonstrate how fees paid in advance are protected by Australian English Colleges.

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

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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

### RTO Default

Australian English Colleges will default if:

- Under the Tuition Protection Service (TPS) framework, it is unable to fulfil its obligations to complete a course
- The course stops being provided after it starts and before it is completed
- The course is not provided fully to the student because the RTO has had a sanction imposed.

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

**TPS** means Tuition Protection Service

## Policy

### 1. Recruitment of an overseas student (National Code Standard 1)

Prior to accepting an overseas student or intending overseas student for enrolment in a course, Australian English Colleges must make comprehensive, current and plain English information available to the overseas student or intending overseas student on indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and Australian English Colleges' cancellation and refund policy

### 2. Formalisation of enrolment and written agreements (National Code Standard 2)

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- Australian English Colleges enters 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.
- In addition to all requirements in the ESOS Act, the written agreement must, in plain English:
  - 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 courses commences)
  - 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
  - State that the student is responsible for keeping a copy of the written agreement as supplied by Australian English Colleges, and receipts of any payments for tuition fees or non-tuition fees
- Australian English Colleges includes 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:
  - 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 Australian English Colleges )
  - Processes for claiming a refund
  - 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
  - A plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
  - 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’.
- Australian English Colleges retains 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.

### 3. Provision of fee and refund information

Prospective and current students are advised of the tuition fees and non-tuition fees associated with a course on the *Letter of Offer and Student Agreement* and in the *Student Handbook*. In compliance with Clause 5.3 of the Standards, this is provided prior to enrolment or commencement of training, whichever is first.

For overseas students, fee information is always provided prior to enrolment as per the requirements of the National Code Standard 3. Fee information provided to overseas 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.
- Refund information and conditions relating to these.
- The student’s rights as a consumer, including any cooling off period.

Refund information is outlined in the *Letter of Offer and Student Agreement* and in the *Student Handbook*.

### 4. Protection of fees paid in advance

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Australian English Colleges protects fees paid in advance by overseas students. Overseas student fee protection is ensured as follows:

- All tuition and non-tuition fees will be held in a separate bank account that can only be drawn down when the student commences. The tuition and non-tuition 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
- Australian English Colleges does not require overseas students to pay more than 50% of tuition fees prior to course commencement. (Students may choose to pay more than 50 per cent of their tuition fees before the course commences, if permitted under the ESOS Act.)
- Upon application, students are required to pay a **non-refundable AUD\$200 Enrolment Application Fee** and a **non-refundable AUD\$50 Coe Issue Fee**
- Upon signing and returning the *Letter of Offer and Student Agreement*, students are required to pay **the initial Fee** for Term 1.
- For Terms 2, 3 and 4, **Instalment** is to be paid one week in advance of the Term's commencement.
- This brings to the total tuition fee
- Credit Transfer or National Recognition application is **AUD\$0** (no fee)
- Recognition of Prior Learning (RPL) application is **AUD\$250 per unit of competency**
- Assessment Re-sit per Unit of Competency is Pro-rata per unit
- Re-issue of Testamur and Statement of Results is **AUD\$100**
- Australian English Colleges pays into the Tuition Protection Service (TPS) provided by the Australian Government.
- If a student uses an education agent and that agent charges their own fees to students (in addition to Australian English Colleges' tuition and non-tuition fees), those fees remain the responsibility of the agent. Australian English Colleges is not responsible for the agent's own fees and does not protect or refund those fees under any circumstances.

If a student pays the tuition and non-tuition fees required for their enrolment (as set out in the *Letter of Offer and Student Agreement*) to an agent, Australian English Colleges will not issue the student's Confirmation of Enrolment (CoE) until the agent has transferred those fees in full to Australian English Colleges.

### 5. Inclusions in tuition and non-tuition fees

Tuition and non-tuition fees include all administration, materials and tuition fees. Any optional text books or materials that may be recommended but are not required for completion of the course are not included in the tuition and non-tuition fees.

Tuition fees also include up to 3 attempts at assessment per unit. If after these attempts a student has not passed, the student will either be issued with a Statement of Attainment for the parts of the course that they have passed; or, to gain the full qualification, they will be required to re-sit the part of the course that the assessment relates to and pay a re-sit fee (see below).

Australian English Colleges has the following additional charges:

- RPL application - per unit of competency: AUD\$250
- Assessment re-sit - per unit of competency: Pro-rata per unit
- Re-issue of Testamur and Statement of Results: AUD\$100

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Details are included in the *Letter of Offer and Student Agreement* that they are required to sign prior to commencement of their course to indicate acceptance of the offer of enrolment and the terms and conditions specified.

Students are required to pay tuition fees in 4 instalments (i.e. 4 instalments = 4 x AUD\$3,000 = AUD\$12,000). Each instalment will be invoiced. Payment will be due 1 week before each term starts.

Please note: Tuition and non-tuition fees do not include Overseas Student Health Cover (OSHC) or accommodation. These are the student's responsibility.

### 6. Late payment and non-payment of fees

Australian English Colleges may suspend or cancel a student's enrolment on the basis of the student's failure to pay an amount the student was required to pay Australian English Colleges to undertake or continue the course as stated in the *Letter of Offer and Student Agreement*.

If a student is experiencing difficulty in paying their fees, they are invited to call our office to discuss alternative arrangements for payment and complete the Financial Assistance Form that would allow them to continue their studies uninterrupted, while not causing undue hardship to Australian English Colleges.

Australian English Colleges reserves the right to suspend or cancel the enrolment of students due to non-payment of fees where no alternative arrangements for payment have been made. Overseas students whose enrolment is suspended or cancelled for non-payment of fees will be reported to DET via PRISMS under student default. Students have the right to appeal this decision within 20 working days in accordance with the *Complaints and Appeals Policy and Procedures*.

Refer to Australian English Colleges's *Deferral, Suspension and Cancellation Policy and Procedures* for detailed information related to action that may be taken (including intervention strategies) if students' fees are overdue. Note the additional considerations related to provider-initiated suspension or cancellation of an overseas student's enrolment (listed below).

### 7. Additional considerations related to provider-initiated suspension or cancellation of an overseas student's enrolment

Australian English Colleges may suspend or cancel a student's enrolment including, but not limited to, on the basis of:

- misbehaviour by the student
- the student's failure to pay an amount the student was required to pay Australian English Colleges to undertake or continue the course as stated in the written agreement
- a breach of course progress or attendance requirements by the overseas student which must occur in accordance with Standard 8 (Overseas student visa requirements) of the National Code 2018.

The suspension or cancellation of the overseas student's enrolment in these circumstances cannot take effect until the internal appeals process is completed, unless the overseas student's health or wellbeing, or the wellbeing of others, is likely to be at risk

Further to this, Australian English Colleges only reports unsatisfactory course progress or unsatisfactory course attendance in PRISMS in accordance with section 19(2) of the ESOS Act if:

- the internal and external complaints processes are completed, and the decision or recommendation supports Australian English Colleges, or
- the overseas student chooses not to access the internal complaints and appeals process within the 20 working days period, or
- the overseas student chooses not to access the external complaints and appeals process, or
- the overseas student withdraws from the internal or external appeals processes by notifying Australian English Colleges in writing.

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## 8. Issuance of Certificate, Statement and Record of Results

On completion (or withdrawal) of a student's course and payment of final fees, Australian English Colleges will issue the student with a qualification or statement of attainment within 20 working days. Qualifications will be accompanied by a record of results showing the units of competency achieved in the course. A record of results will only be provided with a statement of attainment if requested.

A statement of attainment showing any units completed will be issued if you partially complete a qualification such as in the case of withdrawal.

Australian English Colleges reserves the right to withhold the issuance of qualifications until all fees related to the course the qualification relates to have been paid, except where Australian English Colleges is not permitted to do so by law.

## 9. REFUNDS

Australian English Colleges's refund policy is included in the *Letter of Offer and Student Agreement* that students are required to sign prior to commencement of a course to indicate acceptance of the offer of enrolment and the terms and conditions specified.

**The following tuition and non-tuition fees are not refundable under any circumstances**, including visa rejection:

- Enrolment Fee: AUD \$200
- Refund Process fee: AUD \$200 (required to process your application)
- eCoE issue/Revise Fee: AUD \$50/eCoE
- Airport pick-up fee: AUD \$150 (optional)
- Homestay accommodation placement fee (optional)

### ***Homestay accommodation***

The homestay accommodation placement fee is non-refundable.

All homestay accommodation fees must be paid to the agent unless otherwise advised by the agent. Requests for refunds of homestay accommodation fees must be made to the agent. Australian English Colleges does not guarantee or refund any homestay accommodation fees.

### ***Education agents***

If a student uses an education agent and that agent charges their own fees to students (in addition to Australian English Colleges's tuition and non-tuition fees), those fees remain the responsibility of the agent. Australian English Colleges is not responsible for the agent's own fees and does not protect or refund those fees under any circumstances.

Students who wish to seek a refund or have the amount they owe on their fees reduced must apply to Australian English Colleges using the *Refund Application Form*. If the student's refund is approved, the student can have it paid to the student or the student can nominate another trusted person to receive the money if they prefer. Students are asked to specify the recipient (themselves or someone else) and provide the recipient's contact and bank details on the *Refund Application Form*.

Australian English Colleges will:

- Assess the student's request fairly and in accordance with the *Fees and Refunds Policy and Procedures*
- Issue the student with the decision in writing, using the detailed *Refund Application Form* within 20 working days of receipt of the *Refund Application Form*
- If the refund was approved, detail how the refund was calculated and issue the refund to the recipient nominated on the *Refund Application Form* within 20 working days of receipt of the *Refund Application Form*
- If the refund was not approved, explain the reason for the decision and the student's right to lodge an appeal of the decision within 10 working days of the date of the *Refund Application Form*, in accordance with Australian English Colleges's *Complaints and Appeals Policy and Procedures*

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- Require the student to accept the decision in writing and give the student a copy of the decision for their records
- Maintain records of the decision, the acceptance and any refunds paid to the student for at least 2 years after the student ceases to be an accepted student

### **A. Refund prior to course commencement**

#### **Overseas students**

- 100% refund where offshore student is refused a visa
- 100% refund where Australian English Colleges cancels the course prior to commencement
- 100% refund where a student formally withdraws 29 days or more prior to the course commencement
- 50% refund where a student formally withdraws less than 28 days before the course commencement.
- 25% refund where a student formally withdraws less than 14 days before the course commencement.

Australian English Colleges may consider written requests for refunds due to compassionate and compelling circumstances, and may increase the refund amount.

### **B. Refund after course commencement**

#### **Overseas students**

- A partial refund will be paid in the event of Australian English Colleges default. The refund will be calculated from the day of the default as per section 7 of the ESOS Act (Calculation of Refund) Specification 2014. The student will be refunded the weekly tuition fees multiplied by the number of weeks the provider is in default
- If an on shore student is refused a visa 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 ESOS Act (Calculation of Refund) Specification 2014. The student will be refunded the weekly tuition fees multiplied by the number of weeks the student is in default.

Australian English Colleges may consider written requests for refunds due to compassionate and compelling circumstances, as indicated in Section 9, and may increase the refund amount.

### **C. Other circumstances where no refund (0%) will be provided**

#### **Overseas students**

- If a student is refused a visa and the reason for the refusal is:
  - Did not start the course at the location on the agreed starting day or
  - Withdraws from the course at that location or
  - Did not pay the tuition and non-tuition fees due
- Australian English Colleges terminates a student's enrolment because of a failure to comply with Australian English College's policies, unsatisfactory academic progress or attendance
- If a student is in breach of their student visa conditions
- If a student has supplied incorrect, false or misleading information.
- Leave of absence, deferral, and suspension of studies do not entitle a student for a refund of tuition fees for the duration for which such absence, deferment or suspension were effected;

A student whose enrolment is either suspended or cancelled by the College for whatsoever reason during an enrolment period, including but not limited to misbehaviour or non-payment of fees to the College, shall not be eligible for a refund for that term;

Australian English Colleges may consider written requests for refunds due to compassionate and compelling circumstances as indicated above and may increase the refund amount.

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Australian English Colleges may consider written requests for refunds due to compassionate and compelling circumstances, as indicated in Section 9, and may increase the refund amount.

### 10. Compassionate and compelling circumstances

Australian English Colleges may consider written requests for refunds due to compassionate and compelling circumstances and may increase the refund amount beyond the levels provided in parts 9A, 9B and 9C.

Acceptance of money appropriately refunded within the amounts detailed in parts 9A, 9B and 9C does not preclude an application for compassionate and compelling circumstances and students must first apply for refunds of amounts as detailed previously unless a refund of 0% is applicable.

Applications for refunds beyond the levels detailed in parts 9A, 9B and 9C will be deemed to be denied if the student does not appeal within 20 working days.

Applications for refunds beyond levels detailed in parts 9A, 9B and 9C must provide details and appropriate verifiable evidence of the compassionate and compelling circumstances that support the reasons for withdrawal, namely that the circumstances:

- Are beyond the student's control; and
- Do not make their full impact on the student until on or after the course commencement; and
- Make it impracticable for the student to complete the requirements for the course during the period during which the student undertook or was to undertake the course.

Compassionate or compelling circumstances are generally those beyond the control of the student and which have an impact upon the student's course progress or wellbeing. These could include, but are not limited to:

- Serious illness or injury, where a medical certificate states that the student was unable to attend classes
- Bereavement of close family members, such as parents or grandparents (a death certificate should be provided where possible)
- Major political upheaval or natural disaster in the home country requiring emergency travel, and this has had an impact on the student's studies
- A traumatic experience that has had an impact on the student, such as involvement in or witnessing of a serious accident, or witnessing or being the victim of a serious crime (these cases should be supported by police or psychologists' reports)
- Where Australian English Colleges is unable to offer a pre-requisite unit
- Where the student is unable to begin studying on the course commencement date due to delay in receiving a student visa

If a student believes that they qualify for an additional refund due to compassionate and compelling circumstances, they must submit a written request using the *Refund Application Form* and attach a written description of their compassionate and compelling circumstances and any evidence thereof.

If the compassionate and compelling circumstances have been confirmed and an additional refund is approved, Australian English Colleges will refund the total amount of all tuition and any non-tuition fees received for the course less whichever is the lower amount of 5% of the total amount of the tuition and non-tuition fees or the sum of \$500, which can also be waived at the discretion of Australian English Colleges.

### 11. Outcomes of refund decisions

Within 20 working days of receipt of a student's completed *Refund Application Form*, Australian English Colleges will review the application and supporting documents, and issue the student with a detailed *Refund Application Form* that will explain:

- Whether or not the refund was approved
- If it was approved, the amount of the refund and a detailed explanation of how the refund was calculated
- If it was not approved, the reasons for the refusal and the student's right to appeal the decision in accordance with Australian English Colleges's *Complaints and Appeals Policy and Procedures SC14-I*.

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If the refund was approved, Australian English Colleges will Issue the refund or adjustment notice within 20 working days of receipt of the signed *Refund Application Form*.

## Procedures

### 1. Student fees

Procedure	Responsibility
<b>A. Invoices</b> <ul style="list-style-type: none"><li>All students should pay their enrolment fee upon application and term fees one week prior to course commencement. Raise an invoice for the amount in line with the payment schedule for the relevant course.</li><li>If a student pays the tuition and non-tuition fees required for their enrolment (as set out in the <i>Letter of Offer and Student Agreement</i>) to an agent, Australian English Colleges will not issue the Confirmation of Enrolment (CoE) until the agent has transferred those fees in full to Australian English Colleges .</li><li>Students should pay each term's tuition fees one week before term commencement.</li><li>Retain a copy of the invoice on the student's file for at least 2 years after the person ceases to be an accepted student.</li></ul>	Administration / Enrolments
<b>B. Fee instalment invoices</b> <ul style="list-style-type: none"><li>Charge fee instalments in line with the relevant payment schedule for the course.</li><li>Students should pay one week before each term commencement.</li><li>Retain a copy of the invoice on the student's file for at least 2 years after the person ceases to be an accepted student.</li></ul>	Administration / Enrolment
<b>C. Receiving payments</b> <ul style="list-style-type: none"><li>Payments may be made by cash, direct bank transfer or credit card (except Discover).</li><li>Record payments against the relevant invoice on the Student Management System.</li><li>Provide the student with a receipt.</li><li>Retain receipts of payments on the student's file for at least 2 years after the person ceases to be an accepted student.</li></ul>	Administration / Enrolments

### 2. Managing overdue student fees

Refer to Standards 2, 3, 9 and 10 of the National Code.

<b>A. Refer to Australian English Colleges 's <i>Deferral, Suspension and Cancellation Policy and Procedures</i></b> for detailed information related to action that may be taken (including intervention strategies) if students' fees are overdue	Administration / PEO
<b>B. Any provider-initiated suspension or cancellation of an overseas student must abide by the following special conditions:</b> <ul style="list-style-type: none"><li>Australian English Colleges may suspend or cancel a student's enrolment including, but not limited to, on the basis of:</li></ul>	



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<ul style="list-style-type: none"> <li>○ misbehaviour by the student</li> <li>○ the student's failure to pay an amount the student was required to pay Australian English Colleges to undertake or continue the course as stated in the written agreement</li> <li>○ a breach of course progress or attendance requirements by the overseas student which must occur in accordance with Standard 8 (Overseas student visa requirements) of the National Code 2018.</li> </ul> <ul style="list-style-type: none"> <li>• The suspension or cancellation of the overseas student's enrolment in these circumstances cannot take effect until the internal appeals process is completed, unless the overseas student's health or wellbeing, or the wellbeing of others, is likely to be at risk</li> <li>• Further to this, Australian English Colleges only reports unsatisfactory course progress or unsatisfactory course attendance in PRISMS in accordance with section 19(2) of the ESOS Act if: <ul style="list-style-type: none"> <li>○ the internal and external complaints processes are completed, and the decision or recommendation supports Australian English Colleges, or</li> <li>○ the overseas student chooses not to access the internal complaints and appeals process within the 20 working days period, or</li> <li>○ the overseas student chooses not to access the external complaints and appeals process, or</li> <li>○ the overseas student withdraws from the internal or external appeals processes by notifying Australian English Colleges in writing.</li> </ul> </li> </ul>	
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### 3. Refunds

Procedure	Responsibility
<p><b>D. Processing refunds – provider default</b></p> <ul style="list-style-type: none"> <li>• In cases of provider default: <ul style="list-style-type: none"> <li>○ Automatically issue a refund within 20 working days to students who have enrolled and paid their enrolment fee and term fee and the course is cancelled prior to commencement.</li> <li>○ Automatically issue a refund to students within 20 working days where the course has commenced but is cancelled.</li> <li>○ Notify students to whom refunds are automatically issued in writing using the detailed <i>Refund Application Form</i>. Ask students to provide/confirm contact details for themselves/their nominated recipient and provide banking details for their nominated recipient, if Australian English Colleges does not already have this information.</li> <li>○ Make payment of refund to nominated account as appropriate.</li> </ul> </li> <li>• In all other cases: <ul style="list-style-type: none"> <li>○ All other students who seek a refund are to make a request for a refund in writing using the <i>Refund Request Form</i>.</li> <li>○ Within 20 working days of receipt of student's completed <i>Refund Request Form</i>: <ul style="list-style-type: none"> <li>▪ Assess refund as per this Policy.</li> <li>▪ Calculate the relevant refunds (if applicable)</li> </ul> </li> </ul> </li> </ul>	Administration / Enrolments / PEO

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Procedure	Responsibility
<ul style="list-style-type: none"> <li>▪ PEO approves refund assessment (if applicable)</li> <li>▪ Notify the student in writing of the outcome of the refund assessment using the detailed <i>Refund Application Form</i>, including the student's right to lodge an appeal of this decision within 10 working days, in accordance with Australian English Colleges' <i>Complaints and Appeals Policy</i></li> <li>▪ Ensure that student signs and returns the <i>detailed Refund Application Form</i> to indicate their understanding and acceptance of the decision (even if they wish to appeal it). The <i>detailed Refund Application Form</i> includes the following statement: '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 <i>Australian Consumer Law</i> if the <i>Australian Consumer Law</i> applies'.</li> <li>▪ Make payment of refund where applicable to the recipient and account nominated on the student's <i>Refund Request Form</i></li> </ul> <ul style="list-style-type: none"> <li>• Retain a copy of all documentation related to refunds, including refund requests, assessments and proofs of payment, on the relevant student's file for at least 2 years after the person ceases to be an accepted student.</li> </ul>	

## Document Control

<b>Document No. &amp; Name:</b>	SC15-I - Fees & Refunds P&P v1.5.docx
<b>Quality Area:</b>	Students and Clients
<b>Author:</b>	Australian English Colleges
<b>Status:</b>	Approved
<b>Approved By:</b>	Terry LU
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<b>Review Date:</b>	12 June 2019
<b>Standards:</b>	Clause 5.3 of Standard 5; Clause 7.3 of Standard 7; Schedule 6; ESOS Act 2000; and the National Code for Providers of Education and Training to Overseas Students 2018