

# POLICY -

# FEES & REFUNDS

Purpose	
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The purpose of this Policy & Procedure (P&P) is to ensure that Signet Institute of Australia has a fair and equitable fee structure and refund policy.

# Scope

This P&P provides guidance on the implementation of the Signet Institute of Australia fees and refund policy and procedure when courses are cancelled or discontinued; or when students cancel, withdraw or lodge a grievance which is upheld.

## Requirement

#### **Domestic Students**

Where the RTO requires individual learners to pay fees, fee information must be provided prior to enrolment or commencement of training and assessment (whichever is earliest), about:

- all fees payable to the RTO, clearly describing all costs involved with the course
- how and when fees must be paid
- how to request a refund, and
- conditions and under which a refund would be provided.

Where a learner is being enrolled under any loan or delayed payment arrangement, the terms of the arrangement must be clearly stated, including any debt that may be incurred; when repayment is required and under what conditions; and any associated fees, indexation or interest.

If the RTO collects more than \$1500 per learner in prepaid fees, they must take action to protect the prepaid fees that exceed \$1500 for any learner. In these instances, there must be at least one protection measure in place for each learner; however, this does not have to be the same measure for all learners.

The options available to an RTO which collects fees in advance are designed to protect individual students in the event that the RTO is unable to deliver the training, assessment and support services agreed with the student.

These requirements do not apply if you contract with a company to deliver training to their employees, paid for by that company.



#### **Overseas Students**

Prior to accepting an overseas student or intending overseas student for enrolment in a course the RTO must provide information on tuition and non-tuition fees. All tuition and non-tuition fees and payment terms must be listed the written agreement. The written agreement must also state that the student is responsible for keeping a copy of the receipts for any payments of fees.

The RTO must also provide information on any refunds available, how much will be repaid, how refunds can be claimed and to whom.

CRICOS registered RTOs must also satisfy the requirements of the Tuition Protection Service (TPS) under the Education Services for Overseas Students Act 2000. The TPS requires that not more than 50 per cent of the fees for an overseas student be prepaid. This applies even if 50 per cent of the course fees would be less than the threshold prepaid fee amount.



Reference	Other reference documentation which relates to this P&P includes:
Documentation	Tuition Protection Service Website (https://tps.gov.au/Home)

Tools &	This P&P is supported by the Tools & Templates identified at each stage in
Templates	the process.

# Protection of fees paid in advance **Policy** Signet Institute of Australia protects the fees that are paid in advance by both domestic and overseas students as follows: For Domestic student fee protection is ensured as follows: Signet Institute of Australia does not require a student to ever pay more than \$1500 in advance for services not yet provided, either prior to course commencement or at any stage during their course. Fees will be paid off during the course in instalments according to a set payment plan. For Overseas 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.



- Students do not need to pay more than 50% of their tuition fee prior to the course. They can if they wish but it is not mandatory. If a course is less than 25 weeks, the students are required to pay full course fee in advance. Where less than 50% fee is paid by the student, the rest of the amount will be paid as per the Payment Schedule provided to the student.
- In the unlikely event that we are unable to deliver a course in full, students will be offered a refund of all unspent tuition fees. This refund will be paid within 10 working days of the day on which the course ceased being provided. Alternatively, students may be offered enrolment in an alternative course at no extra cost.
- Students have the right to choose whether they would prefer a refund
  of unspent tuition fees or to accept a place in another course. If they
  choose placement in another course, students will need to sign
  documentation to indicate their acceptance of the placement.
- In the unlikely event that we are unable to provide a refund or place a student in an alternative course, we have the Tuition Protection Service (TPS) to assist overseas students in finding an alternative course or to get a refund if a suitable alternative is not found. Further information concerning TPS can be found at <a href="https://www.tps.gov.au">www.tps.gov.au</a>.



#### Procedure

## Fees and refund information

As required by the Standards for the RTOs 2015 (Clause 5.3) and also under the ESOS Act 2000 (Section 3 and Section 29), we are required to provide you with detailed information regarding fee, payment and refunds prior to the enrolment in a qualification.

National Code of Practice for Providers of Education and Training to Overseas Students 2018 also requires us to provide all the inclusions and the exclusion of the fees you pay. These include:

- All course fees, including tuition and any relevant material fee (uniform, equipment, tools etc.)
- Any additional charges for external services (Education portals, books, subscriptions etc.)
- Any additional non-education charges that may apply and the scenarios in which these would apply
- Payment options, methods and channels students can choose to make the payments

# **Tools & Templates**

Signet Institute of Australia Website

Signet Institute of Australia Course Prospectus

Signet Institute of Australia Student Handbook

Template - Refund Request Form

**Responsibility**Admissions Officer



#### **Refunds for Overseas Students:**

 Enrolment fee is non-refundable and all refunds processed will exclude this enrolment fee.

Funds will only be refunded to the person who pays the course fees and not to a third party.

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

- A full refund will be issued:
  - o If the offer of a place is withdrawn.
  - O If a course does not commence on the date specified in the Letter of Offer.
  - O Deferral of the offer of admission not less than 14 calendar days prior to commencement of the unit or course
  - o If a course is cancelled due to insufficient number of students.
  - O If a student is facing unforeseen or extenuating circumstances such as a death of a close family member.
- In all the above circumstances refunds will be issued within 14 days. In these
  cases, there is no need for a student to make an individual application for a
  refund, Signet Institute of Australia will automatically conduct a refund
  assessment of all affected students and issue the refunds due accordingly.



#### Partial Refund - Provider default

- We are covered by the Tuition Protection Scheme (TPS). The TPS is an
  initiative of the Australian Government to assist international students whose
  education providers are unable to fully deliver their course of study. In the
  unlikely event that we cancel a student's enrolment due to provider default,
  students will be notified in writing and will be given the option to:
  - receive a refund of all unspent portion of prepaid tuition fees within two weeks of the date of provider default. we will also give the student a statement that explains how the refund amount has been calculated; or
  - enrol in an alternative course at our RTO or at another provider at no extra cost.
- A refund is calculated from the day of the default as per Section 7 of the ESOS Act 2000.
- The student has the right to choose whether they prefer a refund of the
  unspent portion of prepaid tuition fees, or to accept a place in another
  course. If the student chooses placement in an alternative course with our
  RTO, the student will be issued with a new Letter of Offer and Written
  Agreement. If the student accepts the offer, they sign their acceptance of
  that offer in the section provided.
- If we are unable to provide a refund or place the student in an alternative course, the Tuition Protection Services (TPS) administered by the Director of TPS will place the student in a suitable alternative course at no extra cost to the student. Finally, if TPS cannot place the student in a suitable alternative course, the student will be eligible for a refund as calculated by the Fund Manager.

#### Partial Refund - Student default

- If the visa application is unsuccessful and the course had not started on the day on the day on which the course was scheduled to start or a later day agreed between the RTO and the Student (the Agreed Starting Day), all course fee will be refunded less \$250 administration fee.
- If the visa application is unsuccessful and the course had already started on the Agreed Starting Day and the Student started the course on that day nontuition 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 Specification 2014.
- If a student has supplied incorrect or incomplete information and as a result Signet Institute of Australia withdraws the offer prior to commencement of the course, the student will be eligible to receive a refund of course fees paid, less AUD \$250.00 enrolment fee as per the table below:



Written notice of withdrawal received	Refund of fees paid (term withdrawing) *	Refund of fees paid (future term)*	Refund of material fees
28 days or more before the course/term start date	80%	80%	100%
15 to 27 days before the course/term start date	70%	80%	100%
Within 14 days before the course/term start date, as well as from the day course started	No refund	80%	100%



#### **Procedure**

#### Claiming a partial refund

Students who are eligible for partial refund are required to fill an refund application form available at Signet Institute of Australia reception and our website. The application must include the details and reason for the request and the following applies:

- The refund application will be assessed based on reviewing the services provided to the student and the costs incurred by Signet Institute of Australia to provide those services.
- Signet Institute of Australia will provide the outcome of the refund application in writing to the student's registered email and address within 10 business days. The decision and reasons for the decision will be provided along with any applicable refund or adjustment note. If required, student can appeal refund decisions by following our Complaints and Appeals Policy and Procedure.
- Any student, who does not complete their enrolled unit/s in the required time and after exhausting all their permitted attempts, will not be entitled to a refund.

#### **Refund refusal**

A student is not entitled to a refund in the following circumstances:

- An overseas student who has been issued a CoE for a course(s) with RTO, has
  not had a release request approved and holds a visa type that does not
  restrict them from ongoing studies, will not be entitled to receive a refund for
  any initial deposit amount.
- RTO receives a withdrawal from an international student less than seven days before the published course commencement date (except where the student cannot start their course due to visa refusal).
- A student who has had their enrolment cancelled by Signet Institute of Australia under the following circumstances will not be entitled to receive a refund for any tuition fees paid in advance for that study period or as part of an initial deposit amount:
  - The cancellation was due to a student's failure to enrol in a compulsory study period.
  - The cancellation was due to unsatisfactory course attendance, conductor progress at the conclusion of the appeals period.
  - The cancellation was due to a student's failure to comply with visa conditions relating to their course with RTO.
  - The cancellation was due to a student providing false or misleading information at the point of application and this has been substantiated (e.g. falsified documentation such as passport, qualifications issued by other education providers, etc.).
  - The cancellation was due to a breach of student visa conditions or any illegal or unlawful conduct by the student;
  - The terms and conditions of "the Agreement" between the student and RTO are breached (e.g. non-payment of tuition fees).
  - The student's visa is cancelled by the Department of Home Affairs.



#### **DOCUMENTATION**

- Refunds will be paid to the party that paid them initially.
- Refund assessments can be appealed following our complaints and appeals policy and procedure.
- Any payments, refunds and requests for fund transfers will be stored in your file and in our account keeping systems as well.

#### **Tuition Fee**

Information on all possible tuition fees is available on the Signet Institute of Australia Prospectus, please confirm tuition fee from the prospectus, authorised agent or our friendly staff.

### Additional Fees and Charges - Non-Tuition Fees

- Material Fee varies from course to course depending upon the need of the course
- Credit Card Surcharge: 2.75% surcharge on Visa and Master Card
- Enrolment Fee: AUD \$250.00
- Charges for Late Fee Payment \$150
- · Second course enrolment fee: NIL
- Re-assessment Fee: \$500 per unit (Payable after two free reattempts)
- Re-issue of Student ID card: AUD \$20.00
- Re-issue of Certificate, Academic Transcript or Statement of attainment: AUD \$50
- Deferment of Enrolment AUD \$200 This fee applies if student wish to defer his/her enrolment.

**Output:** Each student is informed of the Signet Institute of Australia fee structure and refund policy prior to their enrolment



#### **Collect Fees**

Signet Institute of Australia collects fees as part of the enrolment process. Student are required to make a payment after the Letter of Offer has been provided by the College to the student and student has submitted back the signed Letter of Offer.

Students can return the signed Letter of Offer with a receipt for payment electronically or they can come to the College reception to make the payment.

College account details will be provided on Letter of Offer.

- A late payment fee of two-hundred dollars (\$200) will be applicable to students who do not pay the tuition fee by their due date or as specified in the invoice.
- Students must pay all fees, including tuition fees, directly to Signet Institute
  of Australia either by electronic transfer, a bank draft or telegraphic transfer
  (or other approved payment options) in Australian dollars made payable to
  Signet Institute of Australia.
- If the student tuition fee is outstanding after the due date or any date mentioned in the invoice, a final notice and/or email will be issued within two (2) weeks of the original invoice due date.
- If a student fails to make the payment of the outstanding fees even within 7 days of after final notice and/or email is issued, their enrolment will be suspended.
- The suspension of enrolment will cause following restrictions to apply loss of access to Signet Institute of Australia library services, learning management system, classroom, computer system including internet and other resources and services; additionally, loss of access to enrolment records, results and academic certificates; and inability to attend any classes which may result in students having to repeat missed work and units.
- If a student with a suspended enrolment makes no further payment or does not contact the institute concerning their debt within 7 days of suspension date, their enrolment may be cancelled and thereafter will be reported to DHA via PRISMS.
- An additional fee is applicable when students have to repeat a subject (unit fee) which is payable at \$500 per unit.

**Output:** Initial fee received, additional related fees.

# Tools & Templates

Template – Letter of Offer

OverseasStudents

Template – Letter of Offer – Domestic Students

Student Management system (Canvas (SMS))

Responsibility
Receptionist /
Admissions
Officer /
Accounts
Officer

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## Receipt of fees acknowledged

Students are to be provided with a receipt (either a hard copy or electronically via email as requested by students) for all fees paid by students towards their enrolled course.

Tools & Templates

Student Management system (Canvas (SMS))

Responsibility

Receptionist

Output: Receipts issued to students

#### Refunds

When a student cancels / withdraws from an enrolment, fees are to be refunded in accordance with this policy and procedure.

# Tools & Templates

Signet Institute of Australia website

Template -Refund Request Form

Signet Institute of Australia Student Handbook

Responsibility

Admissions Officer

#### Output

\*Less administration fees Fees refunded

# **Key Performance Indicator**

The effectiveness of this P&P will be measured by

- The receipt of the correct fees as stipulated.
- Students acceptance of refunds issued in accordance with the policy.

