

# Fees and Refund Policy and Procedures

## Policy

1. This policy supports the Standards for RTOs 2015 - Standard 5 Clause 5.3, Standard 7 Clause 7.3 and Standards 3.1 and 3.4 of the ESOS National Code 2018.
2. This policy applies to the College's students and staff.
3. Where the College collects fees from the individual learner, either directly or through a third party, the College provides or directs the learner to information prior to enrolment of the commencement of training and assessment, whichever comes first, specifying:
  - a. all relevant fee information including:
    - i. fees that must be paid to the College, and
    - ii. payment terms and conditions including deposits and refunds
  - b. the learner's right to obtain a refund for services not provided by the College in the event the:
    - i. arrangement is terminated early, or
    - ii. the College fails to provide the agreed services.
4. Where the College requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), the College must meet the requirements set out in the Requirements for Fee Protection.
5. The College must enter into a written agreement with the student or intending student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. The agreement must provide information in relation to refunds of course money.
6. The College must include in the written agreement for overseas students 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:
  - a. 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)
  - b. processes for claiming a refund
  - c. 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
  - d. a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS.
7. The CEO is responsible for the implementation of the policy and procedures and to ensure that students and staff are aware of its application and implement its requirements.

## Fees

1. Fees may include tuition fees, non-refundable enrolment fees, material and services fees, Overseas Student Health Cover (OSHC) (for international students), knife kits fees, uniform fees and any other charges such as re-issuance of qualification certificates / statements of attainment.
2. Tuition fees are fees that the College receives that are directly related to provision of a course that the College is providing or offering to provide to the student.
3. All relevant fees are clearly mentioned in the student Application Forms and Written Agreements.
4. For domestic students, other temporary visa students and short course students the College accepts payment of no more than \$1,500 from each individual student prior to the commencement of the course. Following course commencement, it may require payment of additional fees in advance from the student but only such that at any given time, the total amount

required to be paid which is attributable to tuition or other services yet to be delivered to the student does not exceed \$1,500.

5. Prior to a student enrolling, fees may be altered without notice. Once a student has completed their enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student then any fee increases will be required to be paid for the extended component of the course.
6. A Study Period is equal to 10 weeks.

#### **For International students:**

1. A student can pay full fees if the student wishes to, but the student is not required to pay more than 50% of the total tuition fees up front for the course before the student commences the course that are more than 25 weeks. The College can require 100% of the total tuition fees for short courses of 25 weeks or less.
2. Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS legislation the Education Services for Overseas Students Act and the Tuition Protection Service (TPS) framework.
3. The College implements requirements for Provider Default – Part 5, Division 1, Subdivision A of the ESOS Act 2000 (Cth)

The following steps outline the TPS process if a provider default occurs:

#### **Step 1 – Provider default occurs**

The College defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- a. the College fails to start providing the course to the student at the location on the agreed starting day; or
- b. 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.

#### **Step 2 – Notifying the ESOS Agency, the TPS Director and students**

The College must notify the ESOS Agency and the TPS Director of the default within **3 business days** of the default occurring through the Enrolment Officer via PRISMS. The College must also notify students in relation to whom it has defaulted.

The notices must be in writing and meet the requirements of section 46B.

#### **Step 3 – Provider obligation period**

The College has 14 days after the day of the default (the provider obligation period) to satisfy its tuition protection obligations to the student.

#### **Step 4 – Notification of the outcome- discharge of obligations**

The College has 7 days after the end of its obligation period to give a notice to the ESOS Agency and the TPS Director via PRISMS of the outcome of the discharge of its obligations. This notice must comply with the requirements of section 46F.

If the College does not meet its obligations affected students may be assisted by the TPS Director.

4. The College implements requirements for Student Default – Part 5, Division 2, Subdivision B of the ESOS Act.

The following Steps outline the TPS process in a case of a student default:

The College must enter into a written agreement with each overseas student or intending overseas student that:

- a. sets out the refund requirements that apply if the student defaults; and
- b. meets any requirements set out in the National Code 2018.

### **Step 1 – Student default occurs**

An overseas student or intending overseas student defaults, in relation to a course at a location, if:

- a. the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- b. the student withdraws from the course at the location (either before or after the agreed starting day); or
- c. the College refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
  - i. the student failed to pay an amount payable to the provider for the course;
  - ii. the student breached a condition of his/her student visa;
  - iii. misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A(3)).

A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because the provider defaults in relation to the course at the location.

### **Step 2 – Notifying the ESOS Agency and the TPS Director**

To meet Tuition Protection Service (TPS) reporting obligations, providers only need to report on whether they have provided a refund to a student in two cases of student default:

- where a student's visa is refused, even if there is a compliant written agreement in place
- where there is no compliant written agreement in place.

This reporting is done by the Enrolment Officer via PRISMS.

### **Step 3 – Provider obligation period**

If a student or intending student defaults the College must provide a refund in accordance with the requirements under either section 47D or 47E of the ESOS Act, depending on which section applies to the circumstances of the default situation.

The College must pay the refund within the period (the provider obligation period) of 4 weeks after the day specified in section 47D or 47E, depending on which section applies to the circumstances of the default situation.

### **Step 4 – Notification of the outcome –discharge of obligations**

The College has 7 days after the end of its obligation period to give a notice to the ESOS Agency and the TPS Director of the outcome of the discharge of its obligations where the provider is required to provide a refund under 47E. (i.e. where there is no written agreement in place and also in cases of visa refusal, whether there is a written agreement in place or not). This notice must comply with the requirements of section 47H.

## Refunds

### For International Students

- Refund applications must be made in writing to the College. The student refund application form, available from the College's website on <https://www.melbournecitycollege.edu.au/linkupload/refund-application-form.pdf> may be used as the written application. The full Fees and Refund Policy and Procedure is available on the website at <https://www.melbournecitycollege.edu.au/pdfs/fees-and-refund.pdf>.

Written applications for refunds will also be accepted by mail or by email. Refunds will be made within 28 days of receipt of a written application and will include a statement explaining how the refund was calculated.

- The refund if applicable will be remitted to the nominated bank accounts of the student or the nominated bank accounts of the student's immediate family members that has been authorised by the student to be able to receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act.
- A\$300 Enrolment Fee is non-refundable under all circumstances except for visa refusal that has special conditions mentioned below.
- Material and services, knife kits and uniform fees are refundable except for withdrawals on and after commencement date and in the event a student fails to commence any course on agreed start date (Non-commencement).

<b>VISA Refused</b>	100% Refund of the paid course fees minus the lesser of the following amounts: a) 5% of the amount of course fees (tuition and non-tuition fees) received by the College in respect of the student; b) \$500 as per the Letter of Offer and Written Agreement
<b>Written Notice of withdrawal provided 28 days or more before the course commencement date</b>	30% of the tuition fee or \$1000, whichever is greater, will be retained by the College and is payable to the College. The remaining paid tuition fee will be refunded minus a A\$300 Enrolment Fee as per the Letter of Offer and Written Agreement
<b>Written Notice of withdrawal provided less than 28 days and more than 14 days before the course commencement date</b>	40% of the tuition fee or \$2000, whichever is greater, will be retained by the College and is payable to the College. The remaining paid tuition fee will be refunded minus a A\$300 Enrolment Fee as per the Letter of Offer and Written Agreement
<b>Written Notice of withdrawal provided less than 14 days before the course commencement date</b>	No Refund of the paid tuition fees for the current course. Tuition fee scheduled in the Letter of Offer and Written Agreement is payable to the College
<b>Student does not commence the course on the start date for any reason and subsequently provides notice of withdrawal from the course</b>	No Refund of the paid tuition fee for the current course. Tuition fee scheduled in the Letter of Offer and Written Agreement is payable to the College
<b>Student breach of VISA conditions, and suspension or cancellation of enrolment by the College or the student has been granted release letter</b>	No Refund of the paid tuition fee for the current course. Tuition fee scheduled in the Letter of Offer and Written Agreement is payable to the College
<b>If the College is unable to deliver the course for any reasons</b>	100% Refund of the paid tuition fee minus a A\$300 Enrolment Fee as per the Letter of Offer and Written

	Agreement
<b>If the College is unable to complete the course that has been started</b>	Paid tuition fee that has not been spent will be refunded. Spent tuition fee is payable to the College
<b>For onshore students, if the student visa is refused after the course commencement date</b>	Paid tuition fee that has not been spent will be refunded. Spent tuition fee is payable to the College
<b>If VISA refusal has been caused by fraudulent/ fake/ misleading documentation</b>	No Refund of the paid tuition fee for the current course. Tuition fee scheduled in the Letter of Offer and Written Agreement is payable to the College
<b>If student defers the course, the commencement date used for the refund policy is the commencement date in the first COE (Confirmation of Enrolment) and the same refund policy terms in the above table apply to the student.</b>	
<b>If the student has received an offer letter and paid the tuition fees but has not collected the COE (Confirmation of Enrolment) and has applied for a course withdrawal, the student will be considered as being enrolled into the course and the same refund policy terms in the above table applies to the student.</b>	

5. The College guarantees to complete the training and/or assessment once the student has commenced study in their chosen qualification or course. In the unlikely event that the College is unable to deliver your course, you will be offered a refund of all the tuition fees you have paid minus a \$300 Enrolment Fee. The refund will be paid to you within 14 days of the default date. Alternatively, you may be offered enrolment in an alternative course by the College at no extra cost to you. You have the right to choose whether you would prefer a full refund of tuition fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement. If the College is unable to provide a refund or place you in an alternative course, the Tuition Protection Service (TPS) will assist you in finding an alternative course or to get a refund of your unspent tuition fees if a suitable alternative is not found.
4. Fees not listed in this refund section are not refundable.
5. Prior to a student enrolling fees may be altered without notice. Once a student has completed their enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student then any fee increases will be required to be paid for the extended component of the course.

#### **For Domestic, Other Temporary Visa Students and Short Course Students**

1. Refund applications must be made in writing to the College. The student refund application form, available from the College's website on <https://www.melbournecitycollege.edu.au/linkupload/refund-application-form.pdf> may be used as the written application. The full Fees and Refund Policy and Procedure is available on the website at <https://www.melbournecitycollege.edu.au/pdfs/fees-and-refund.pdf>. Written applications for refunds will also be accepted by mail or by email. Refunds will be made within 28 days of receipt of a written application and will include a statement explaining how the refund was calculated.
2. A\$300 Enrolment Fee (if applicable) is non-refundable under all circumstances mentioned below.

- Material and services, knife kits and uniform fees (if applicable) are refundable except for withdrawals on and after commencement date and in the event a student fails to commence any course on agreed start date (Non-commencement).

<b>Written Notice of withdrawal provided before a course commencement date</b>	100% Refund of the paid tuition fees minus a \$300 Enrolment Fee (if applicable) as per the Letter of Offer and Written Agreement.
<b>Written Notice of withdrawal provided on or after a course commencement date</b>	No Refund of the paid tuition fees for the current course

- The College guarantees to complete the training and/or assessment once the student has commenced study in their chosen qualification or course. In the unlikely event that the College is unable to deliver your course in full, you will be offered a refund of all the tuition fees you have paid minus a \$300 Enrolment Fee (if applicable). The refund will be paid to you within 14 days of the default date. Alternatively, you may be offered enrolment in an alternative course by the College at no extra cost to you. You have the right to choose whether you would prefer a full refund of tuition fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.
- Fees not listed in this refund section are not refundable.
- Prior to a student enrolling fees may be altered without notice. Once a student has completed their enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student then any fee increases will be required to be paid for the extended component of the course.

## Procedures

### Fee Payment

- Before commencing their course, a student must pay the relevant tuition fees stated in their Written Agreement to the College that will be paid by bank cheque, credit card, telegraphic transfer or direct deposit into the College's bank account.
- On the day of orientation, international students can apply for a payment plan.
- Fees are invoiced in advance for each study period or if applicable, as per a payment plan and receipts provided to students on payment.
- Fees paid and refunds given in are recorded in the accounting system so that each student or client's financial status is known.
- Details of student accounts are maintained in each student's file.
- Overseas student visa holder fees are protected by the Tuition Protection Service (TPS).
- Students may need to pay for the following other fees and charges:

Other fees and charges:

Description	Fee
National Police check fee	What the Australian Federal Police charges for the check
Repeat Unit Fee (International Students)	\$200/ unit
Course Extension Fee/ Month (Domestic & Other Temporary Visa Students)	\$250



RPL Fee	\$100/ unit
Bank Transfer Fee	What the bank charges for the transfer
Photocopy/Scanning	\$0.10 per page
Reissuance of Certificate	\$100
Reissuance of Statement of Attainment/ Record of Results	\$100
Work Placement Polo Shirt	\$50.00
Reassessment fee	No charge for maximum of two reassessments
Reissuance of Student Card	\$50

## Refunds

- The College guarantees to complete the training and/or assessment once the student has commenced study in their chosen qualification or course. In the unlikely event that the College is unable to deliver a course in full, students will be offered a refund of all the tuition fees the student has paid to date, minus a \$300 enrolment fee for international, domestic, other temporary visa students or minus \$300 if applicable for short course students. The refund will be paid to the students within 14 days of the default date. Alternatively, the students may be offered enrolment in an alternative course by the College at no extra cost to the students. The students have the right to choose whether they would prefer a full refund of tuition fees, or to accept a place in another course. If the students choose placement in another course, the College will ask the students to sign a new Written Agreement to indicate that they accept the placement. For international students, if the College is unable to provide a refund or place the students in an alternative course the Tuition Protection Service (TPS) will place the students in a suitable alternative course at no extra cost to the students.
- Material and services, knife kits and uniform fees (if applicable) are refundable except for withdrawals on and after commencement date and in the event a student fails to commence any course on agreed start date (Non-commencement).
- Refund applications must be made in writing to the College. The student refund application form, available from the College's website on <https://www.melbournecitycollege.edu.au/linkupload/refund-application-form.pdf> may be used as the written application. Written applications for refunds will also be accepted by mail or by email to the details listed above.
- All refunds must be in accordance with ESOS legislation (for international students) and the refund agreement signed by the student and maintained in their individual student file.
- Fees not listed in the refund section of the student's Written Agreement are not refundable.
- For the College default on the agreement refunds must be made within 14 days of the default date.
- For a student default on the agreement or withdrawal from the course, refunds will be made within 28 days of written notification being the refund application form received by the College.
- A written explanation as to how the refund was calculated and a copy of the refund agreement that was signed by the student must accompany student refunds.
- The CEO will approve student refunds.
- Details of refunds provided will be maintained in the individual student's file.

## Tuition Protection Service (TPS)

The College is to:

- Notify the TPS via PRISMS of additions and deletions of courses and qualifications from the College's scope of registration.
- Notify the TPS via PRISMS of variations in fees and length of courses and qualifications.

3. Pay the annual TPS Levy when it is due.
4. If the College defaults, notify the TPS in writing via PRISMS through the Enrolment Officer, within **3 business days** of the default occurring and notify students in relation to whom the college has defaulted.