

Fees and Refund Policy

(Overseas Students)

Purpose

Fees and Refund Policy and procedure ensures that Central Australian College (CAC) would communicate and grant fees and refunds by a written agreement and assures that all criteria established for granting fees and refunds are made in accordance to the Education Service for Overseas Students (ESOS) Act 2007 and Standard for Registered Training Organisation (SRT0) 2015 regulatory requirements.

Scope

This policy applies to prospective overseas students who have accepted a place at Central Australian College and overseas students currently enrolled at the College. This policy is developed adhering to the ESOS standard 3: National Code D and SRT0 2015: Standard 5 Clause 5.3 and Schedule 6. The Accounting Officer is responsible for the implementation of this policy and to ensure that staff and students are aware of its application and procedures.

Definitions

Term	Definition
Administration Fee	The Administration Fee is a non-refundable fee that may be charged to students for providing services to the students.
Agreed Start Day	Agreed Start Day means the day on which the course is scheduled to start as per the COE, or a later date agreed between Central Australia College (the College) and the Student for the start of the course.
College defaults	The College defaults when: <ol style="list-style-type: none"> the course does not start on the agreed starting day; or the course ceases to be provided at any time after it starts but before it is completed; or the course is not provided in full to the student because of a sanction imposed on the College; and the student has not withdrawn before the default day.
Commencement Date	Commencement Date refers to the date COE starts for international student unless the student has applied for deferment.
DIAC	Department of Immigration and Citizenship
ESOS	Education Services for Overseas Students Act 2000
Material Fee	A non-tuition fee charged for the cost of providing course materials, textbooks, student guides and resource materials that are retained by the student as their personal property.
Record	Records means any document within the meaning of the Evidence Act 2008 (Vic) including: <ol style="list-style-type: none"> anything on which there is writing; anything on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; anything from which sounds, images or writings can be reproduced with or without the aid of anything else; or a map, plan, drawing or photograph
SRT0	Standards for Registered Training Organisations
Term	At CAC, term or stage is a study period of 11 weeks (excluding term breaks and re-assessment weeks).

Fees And Refund Policy (ESOS) v3	Version: 4.0	Page 1 of 8
Responsibility: Account	Created: June 2015	Last Reviewed: January 2016

Fees and Refund Policy

(Overseas Students)

Term	Definition
Tuition Fee	The Tuition Fee is a compulsory academic fee payable by the students for enrolled Courses offered by the College. It excludes course material fee.
TPS (Tuition Protection Service)	Tuition Protection Service is a national placement and refund service for all registered CRICOS providers.
Student default	A student default occurs when the College refuses to provide, or continue providing, the course to the student because of one or more of the following events: <ol style="list-style-type: none"> the course starts on the agreed starting day, but the student does not attend the classes on that day (and has not previously withdrawn); or the student withdraws from the course (either before or after the agreed start day); or the student failed to pay an amount he or she was liable to pay to the College, directly or indirectly, in order to undertake the course; the student breached a condition of his or her student visa; or misbehaviour by the student.

Policy

Central Australian College assures where Central Australian 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 or the commencement of training and assessment, whichever comes first, specifying:

- All relevant fee information including:
 - Fees that must be paid to the Central Australian College; and
 - Payment terms and conditions including deposits and refunds;
- The learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies;
- The learner's right to obtain a refund for services not provided by the Central Australian College in the event the:
 - Arrangement is terminated early; or
 - The Central Australian College fails to provide the agreed services.
- Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS requirements and the Tuition Protection Service Framework.

The policy statement ensures the following items are being implemented:

1. Written Agreement:

Written agreements between Central Australian College and students set out the services to be provided, fees payable and information in relation to refunds of tuition fees. Central Australian College provides an itemised list of tuition fees payable by the student and information in relation to refunds of tuition fees in the Letter of Offer and Conditions of Enrolment (outlined in international student enrolment form)

Fees And Refund Policy (ESOS) v3	Version: 4.0	Page 2 of 8
Responsibility: Account	Created: June 2015	Last Reviewed: January 2016

Fees and Refund Policy

(Overseas Students)

2. Fees include:

- 2.1. Fees may include tuition fee, non-refundable enrolment fee, material fee, books/materials, Health Cover (for international students), and any other charges such as re-issuance of qualification certificates / statements or attainment.
- 2.2. Tuition fees are fees directly related to provision of a course.
- 2.3. Tuition fees do not include the Overseas Student Health Cover (OSHC), enrolment fee, books and/or other materials required to undertake the program or compulsory activities where relevant (such as fieldwork or excursions).
- 2.4. All relevant fees are clearly mentioned in the International Student Application Form, Letter of Offer and Student Enrolment Form – Conditions of Enrolment.
- 2.5. Prior to the student enrolment, fees may be altered without notice. Once a student has completed 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.

3. Refunds include:

- 3.1. All refund requests are conditional on the following:
 - a. The College must have had received funds in order for any refunds to be made available (i.e. cheques are cleared, telegraphic transfers have been received);
 - b. Any debts to the College must be paid in full or the outstanding amounts will be deducted from the refund.

3.2. The Australian Government refuses visa

If the student visa application or visa renewal is refused by the Australian Government, a full refund of course fees less the administration fees will be made. In order to receive the refund students will have to provide authenticated evidence of the student visa refusal to the College.

However, no refunds will be granted where:

- a. an international student, currently in Australia, has their student visa cancelled by the Department of Immigration and Citizenship (DIAC) for a breach of student visa conditions; or
 - b. an international student, currently in Australia, has their student visa extension application refused by the Department of Immigration and Citizenship (DIAC) after the commencement of their studies, for not meeting visa requirements.
- 3.3. College default
- a. In an unlikely event that the College is unable to start or continue to deliver the course after a period of commencement (known as College Default), the Student can choose to accept either:

Fees And Refund Policy (ESOS) v3	Version: 4.0	Page 3 of 8
Responsibility: Account	Created: June 2015	Last Reviewed: January 2016

Fees and Refund Policy

(Overseas Students)

- i. a refund of the course fees, which will be issued to the Student within 14 days; or
 - ii. to be placed in an alternative course with the College or another provider. If the Student chooses placement in an alternative course, the Student must sign a new written agreement to indicate the student has accepted the placement.
- b. If the student chooses to receive a refund of the course fees after commencing the course, the College will calculate the unspent portion of the tuition fees paid to date (i.e. tuition fees the student has paid for but has not been delivered by the College). The refund will be paid within 14 days on which the course ceased to be provided.
- c. If the College is unable to provide a refund or place student in an alternative course, the Tuition Protection Service (TPS) will provide the student with options for suitable alternative courses (if any such courses are available) or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director.

3.4. Student defaults and withdrawal

- a. When student defaults or where written notice of withdrawal is received by the College **before the agreed start date** of the course, the College will refund the fees as per the table below less an administration fee.

Outline of Refunds	
Application fee	Non- refundable
Visa refused prior to course commencement (Offshore student only)	Full refund*
Withdrawal at least 10 weeks prior to agreed start date	Full refund*
Withdrawal more than 4 weeks prior to agreed start date	75% refund of Term fee*
Withdrawal less than 4 weeks prior to agreed start date	50% refund of Term fee*
Withdrawal after the agreed start date	No Refund
Visa cancelled due to actions of the student (Onshore)	No refund

* less an administration fee of \$A250

- b. If the refund application is approved, refunds will be made available within 28 days (20 working days) of written notification being received by the College.
- c. Refund will be calculated on percentage of total term fees paid, less the administrations fee.

3.5. Special circumstances

Where a student withdraws from the course and returns home because of exceptional and extenuating circumstances of a compassionate nature, such as a death or severe illness in the immediate family, 100% of all the unspent fees paid less any administration fees will be refunded.

4. Tuition Protection Services includes:

Fees And Refund Policy (ESOS) v3	Version: 4.0	Page 4 of 8
Responsibility: Account	Created: June 2015	Last Reviewed: January 2016

Fees and Refund Policy

(Overseas Students)

- 4.1. Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS requirements and the Tuition Protection Service Framework.
- 4.2. Central Australian College receives no more than 50% of the total tuition fee for the course before the student commences the course that is more than 24 weeks (or 100% of the total tuition fee for short courses that fall within one study period of 24 weeks or less) and then, after the student commences the course, Central Australian College will not require the student to pay any further tuition fee until 2 weeks before the start of the second study period.
- 4.3. If a student pays more than 50% of the total tuition fee for the course that is more than 24 weeks before the student commences the course, Central Australian College will refund the overpaid amount within 4 weeks of receipt of a refund application.
- 4.4. In the unlikely event that the College is unable to deliver the student's course in full, the student will be offered a refund of full pre-paid tuition fee the student has paid to date less a \$250 Administration fee. The refund will be paid to the student within 14 days of the day on which the course ceases to be provided.
- 4.5. Alternatively, the student may be offered enrolment in an alternative course by the College at no extra cost to the student. The student has the right to choose whether the student would prefer a full refund of pre-paid tuition fees, or to accept a place in another course. If the student chooses placement in another course, we will ask the student to sign a document to indicate that the student accepts the placement. If the College is unable to provide a refund or place the student in an alternative course, the Tuition Protection Service will assist the student in finding an alternative course or to get a refund of the student's unspent tuition fees if a suitable alternative is not found.
- 4.6. The College implements requirements for Provider Default – Part 5, Division 1 Subdivision A of the ESOS Act.
- 4.7. The College implements requirements for Student Default - Part 5, Division 2, Subdivision B of the ESOS Act

Procedures:

Central Australian College ensures that the above detailed policy statement is executed by the following procedures:

1. Written Agreement:

Central Australian College provides an itemised list of tuition fees payable by the student and information in relation to refunds of tuition fees in the Letter of Offer and Student Enrolment Form – Conditions of Enrolment Agreement. Central Australian College includes in the written agreement the following information in relation to refunds of tuition fees in cases of student and provider default:

- amounts that may or may not be repaid to the student (including any tuition fees collected by education agents on behalf of the registered provider);
- processes for claiming a refund;
- a plain English explanation of what happens in the event of a course not being delivered; and

Fees And Refund Policy (ESOS) v3	Version: 4.0	Page 5 of 8
Responsibility: Account	Created: June 2015	Last Reviewed: January 2016

Fees and Refund Policy

(Overseas Students)

- a statement that “This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws”.

The College guarantees to complete the training and/or assessment once the student has commenced study in their chosen qualification or course. Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS requirements and the Tuition Protection Service Framework.

2. Fees Payment procedure

- Before getting their Confirmation of Enrolment, a student must pay relevant fees stated in their Letter of Offer and Acceptance Agreement to the College that will be put in the designated pre-paid fees account.
- Central Australian College will not receive more than 50% of the student’s total tuition fee for a course before the student begins the course unless student wishes to pay for a year in advance.
- 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 electronic file.
 - Overseas student visa holder fees are protected by the Tuition Protection Service.
 - Students would need to pay other fees and charges for services such as Repeat Unit Fee, Re-assessment Fee, Charge for Lost ID Card, and Charge for Lost Certificate (Qualification Certificate and Record of Results / Statement of Attainment).
- Payments not made in accordance with the agreed Payment Plan or by the agreed due date will incur a late fee of \$50 per week.
- Tuition fees are payable to Central Australian College by a bank draft or telegraphic transfer (or other approved payment options) in Australian dollars made payable to Central Australian College. All fees paid by credit card will incur an additional fees of 2.0%.
- Students who do not pay their fees by the due date and fail to do so in a timely manner will not be issued with a timetable or will not be able to access classes until fees are paid. The inability to attend classes may result in students having to repeat missed work and/units.
- Continued unpaid fees will result in the automatic cancellation of a student’s enrolment at the end of any appeals process. International students are required to demonstrate to the Australian government sufficient funds to cover their studies in Australia. As such financial hardships is not considered grounds for appeal.
- The course fee covers only tuition fees. All other charges such as text books, equipment and enrolment fees are additional cost. You will need to ensure that you have sufficient funds to cover the additional cost that will be charged.
- The tuition fee charged to the student will remain the same provided the student remains enrolled in the same course. If the student changes course a new tuition fee will apply.
- If the students visa status changes (e.g. becomes a temporary or permanent resident) the student will continue to pay full overseas student fees for the duration of the enrolled course unless withdrawn earlier.
- The college does not accept liability for any fees paid to an agent or third party in relation to an application for enrolment.

Fees And Refund Policy (ESOS) v3	Version: 4.0	Page 6 of 8
Responsibility: Account	Created: June 2015	Last Reviewed: January 2016

Fees and Refund Policy

(Overseas Students)

- l) The college reserves the right to engage third party to recover any outstanding fees payable to the college. The cost to the college of engaging a third party to recover such outstanding fees will be charged to the student.

3. Refund procedure

- a. The Student must complete Refund Application Form to apply for a refund and attach all evidences and supporting documentations. Such document may include, but not limited to:
 - i. a completed course withdrawal forms provided by the College and
 - ii. a letter from DIAC advising of a rejection of the student visa application or a refusal to extend a student visa; or
 - iii. proof of extenuating circumstances of a compassionate nature; or
 - iv. an unconditional offer letter from another institution along with a DIAC approved letter to transfer
- b. For a College default on the agreement, refunds will be made within 14 days of the default date.
- c. All other refunds will be made within 28 days (20 working days) of written notification from the student being received by the College.
- d. The CEO or the delegate must approve student refunds.
- e. Refunds will be paid to the student or to the person nominated by the student on the refund application in Australian dollars.
- f. Details of refunds provided will be maintained in individual student files.

4. Payment of Refunds

- a. Payment of refunds to the applicant will be made in Australian dollars by a bank draft or telegraphic or electronic transfer (or other approved payment options).
- b. Bank fees or postage charge apply.

5. Student's Rights to Appeal

- a. Any student who is refused a refund by the College may appeal within 14 days in writing to the Student Administration Officer.
- b. The College's appeal process does not circumscribe the student's right to pursue other legal remedies.
- c. This agreement, and the availability of complaints and appeal processes, does not remove the right of the student to take action under Australia's consumer protection laws.

Policy Reference:

- ESOS Standard 3, the National Code 2007
- SRTO 2015: Standard 5 Clause 5.3 and Schedule 6

Relevant policies and procedure:

- Enrolment Policy and Procedure (Pre- enrolment information)
- Complaint and Appeal Policy and Procedure

Relevant forms and documents:

- Offer Letter
- Confirmation of Enrolment
- Acceptance Enrolment Agreement
- Refund Application Form

Fees And Refund Policy (ESOS) v3	Version: 4.0	Page 7 of 8
Responsibility: Account	Created: June 2015	Last Reviewed: January 2016

Fees and Refund Policy

(Overseas Students)



Fees And Refund Policy (ESOS) v3	Version: 4.0	Page 8 of 8
Responsibility: Account	Created: June 2015	Last Reviewed: January 2016