

Fees and Refunds Policy & Procedures (International Students)

Purpose

The purpose of this policy and procedure is to outline Raymond International College's (RIC) approach to managing fees and refunds and to demonstrate how fees paid in advance are protected.

This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards, as well as the ESOS Act and the National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 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 National Code of Practice for Providers of Education and Training to Overseas Students 2018

Fee Payer means the nominated payer of a student's course fees, usually either the student or the employer paying on behalf of the student

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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

SRTOs means the Standards for RTOs 2015 – refer definition of 'Standards'

Standards means the Standards for Registered Training Organisations (RTOs) 2015 of the VET Quality Framework which can be accessed from www.asqa.gov.au

Student default means where:

- 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the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
 - the student failed to pay an amount payable to the provider for the course;
 - the student breached a condition of his/her student visa;
 - misbehaviour by the student.

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 of provider default.

Policy

1. Protection of fees paid in advance

- RIC protects the fees that are paid in advance by international students.

For international student, fee protection is ensured as follows:

- All course fees will be held in a separate bank account that can only be drawn when the student commences and is deposited into a separate bank account (trust account) within 5 business days. 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.
- RIC does not require international students to pay more than 50% of course fees prior to course commencement. However, RIC provides students with the opportunity to pay more than 50% of their tuition fees prior to course commencement if they wish. Where a student chooses not to pay more than 50% upfront, the remaining amount will be collected according to an agreed payment schedule. Note, however, that where a course is less than 25 weeks, RIC will require students to pay the full cost of the course prior to course commencement.
- RIC pays into the Tuition Protection Service (TPS) provided by the Australian Government.

2. Fees and refund information

- Fee information relevant to a course is outlined in detail on the Student Agreement and summarised on the RTO's website. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment or commencement of training, whichever is first.
- For international students, fee information is always provided prior to enrolment or receipt of payment as per the requirements of the National Code 2018 Standard 2 and 3. Fee information provided to domestic and international students includes:
 - All course fees, including both tuition fees and non-tuition fees and the period to which these fees apply
 - Application fee of \$250 (Non-refundable)
 - Any additional charges that may apply and the circumstances in which they apply (Refer to Appendix 1 Fee Schedule)
 - The potential for changes to fees over the duration of the course
 - Payment options (including that international students may choose to pay more than 50% tuition fees before their course commences)
- The Student Agreement and the RIC's website have this Fees and Refunds Policy and Procedure and informs the student of their consumer rights.
- Students are expected to make a deposit of a minimum of one term tuition fee (dependent on the course), any associated non-tuition fee and an application fee of \$250 (non-refundable) at the time of accepting the offer and signing the Student Agreement in

acknowledgement of the terms and conditions of the enrolment and this policy. However, the initial payment amount can be negotiated at student's request.

- The cooling off period is 7 days from the date they signed their Agreement. To exercise this right, the student must notify our office in writing within 7 days of enrolment.

3. Course fee inclusions

- The Student Agreement will clearly itemise all course fees, including both tuition and non-tuition fees and application fee of \$250 (Non-refundable).
- Tuition fees include:
 - All of the training and assessment required for students to achieve the qualification or course in which they are enrolling within the attempts allowed.
 - Course fees do not include required text books and learning materials. These are at an additional cost.
 - Issuance of one set of certification documents including the testamur (certificate) and record of results and/or a Statement of Attainment (in the case of withdrawal or partial completion).
- Non-tuition fees include:
 - Learner guides and learning material
 - Student ID CARD
- RIC cannot guarantee that students will successfully complete the course in which they enrol regardless of whether all fees due have been paid.

4. Payments

- Payments can be accepted by EFTPOS, electronic transfer, credit card, money order or direct debit.
- Credit card payments incur a surcharge of 2% per transaction.
- Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.
- In case of non payments, RIC reserves the right to suspend the provision of training and/or other services until fees are brought up to date. Students with long term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.
- International students who do not pay their fees will receive two warnings regarding non-payment of fees and thereafter will be reported to DET via PRISMS under student default.

5. Refunds for international students

- **Circumstances in which a refund will be paid – FULL REFUNDS APPLY**

A full refund of any course fees paid excluding the application fees will be provided to students in any of the following circumstances:

- Where a course does not start on the starting date outlined in the Letter of Offer
 - where a student withdraws or cancels their course in writing within the cooling off period. The cooling off period is 7 days and applies from the date of first enrolment or sign-up.
 - If a student cannot commence the course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).
 - At the discretion of RIC’s CEO or approved representative, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events.
 - If an offer of a place is withdrawn by RIC and this is not due to incorrect or incomplete information being provided by the student.
- **Refund process for full refunds**
 - In any of the above situations, RIC will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. In these cases there is no need for a student to make an individual application for a refund. Refunds will be issued within 28 business days.
- **Circumstances in which a partial refunds will be paid – PARTIAL REFUND**
 - If an international student is refused a visa (student default) before commencing their course, RIC will refund the total amount of all course fees received (tuition and any non-tuition fees) minus 5% of the total course fee (tuition and non-tuition) or the sum of \$500 whichever is less.
 - In the event where a student enrolls in a Package Program and the first course has commenced and the student visa is refused before the commencement of second course.
 - The refund amount will be calculated for the student for the commenced course as follows
 - The refund amount = *weekly tuition fee x the number of weeks in the default period* where
 - a. *The weekly tuition fee* = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.
 - b. *The number of weeks in the default period* = number of calendar days from the default day to the end of the period to which the payment relates / 7
 - If the student has paid any tuition fee for the second course, the refund will be calculated as

-The refund amount = total amount of all course fees received (tuition and any non-tuition fees) minus 5% of the total course fee (tuition and non-tuition) or the sum of \$500 whichever is less.

- If a student has supplied incorrect or incomplete information and as a result RIC withdraws the offer prior to commencement of the course, the student will be eligible to receive a refund of all course fees paid less a 20% administration fee.
- Where a student has not met the conditions included in the letter of offer and withdraws 0 – 28 days before course commencement, the deposit paid will be refunded less a 20% administration fee.
- Where a student withdraws from a course 28 days or more before the course commencement, 80% of the deposit paid will be refunded, 15-27 days before the course commencement, 50% of the deposit will be refunded and 0-14 days, no refund will be made.

- **Refund process for partial refunds**

- Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the Application for Refund Form. The application must include the details and reason for the request. Students who have not completed a Withdrawal Form are not eligible for consideration of a refund or reduction in fees.
- The refund assessment will be based on reviewing the services provided to the student and the costs incurred by RIC to provide those services.
- The outcome of the refund assessment will be provided in writing to the student's registered address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our Complaints and Appeals Policy and Procedure.
- A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.

- **Circumstances in which a refund will not be paid – NO REFUND**

- A student is not entitled to a refund in the following circumstances:
 - Where a student is refused a visa and the reason for the refusal was because the student did not start the course at the location on the agreed starting day or the student withdrew from the course at that location or the student did not pay the fees due.
 - Where RIC terminates the student's enrolment because of a failure to comply with policies, misbehaviour or unsatisfactory course progress.
 - Where a student withdraws after the course has started.

6. Provider Default

In the unlikely event that the RIC is unable to start or deliver the course (known as Provider default), the student can choose to accept either:

- i A refund of course fees, which will be issued to the student within 28 days.
- ii Or be placed in an alternative course with RIC or another provider. If the student chooses this option, they must sign a new written agreement to indicate they have accepted the placement.
- iii If the student chooses to receive a refund of course fees, RIC will calculate the unspent portion of tuition fees paid to date (i.e. tuition the student has paid for, but which has not been delivered by the college). The refund will be paid within 28 days after cessation of the course.
- iv If the Institute is unable to provide a refund or place the student in an alternative course, the 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.

7. Recording and payment of refunds

- Refunds will be paid to the person or organisation that made the original payment via Application for Refund Form. In case of alternative payee to receive the refund amount, request has to come via Request to Refund to an Alternative Payee Form along with the Application for Refund Form.
- Refund assessments can be appealed following our *Complaints and Appeals Policy and Procedure*.
- Records of refund assessments and issuance of refunds will be stored securely.

8. Publication

- RIC will publish in a prominent place on its website the following:
 - All tuition and non-tuition fees
 - This Fees and Refunds Policy.

Procedures

1. Student fees

Refer

- SRTOs: Clauses 5.3, 7.3
- National Code: Standard 3

Procedure	Responsibility
<p>A. Deposit invoices</p> <ul style="list-style-type: none"> • All international students should pay their deposit upon enrolment. • Ensure there is a signed written <i>Student Agreement</i> on file before invoicing. • Raise an invoice for the amount in line with the payment schedule for the relevant course. • Fee-payers have 14 days to pay an invoice. • Keep a copy of the invoice on the student's file. 	Administration team
<p>B. Fee instalment invoices</p> <ul style="list-style-type: none"> • Charge fee instalments in line with the relevant payment schedule for the course, outlined on the Student Agreement. • Ensure all payment terms, conditions and amounts are as indicated on the invoice unless a record of an agreed or advised change is in writing and the conditions of such a change were outlined on the initial agreement. • Students have 14 days to pay an invoice. • Keep a copy of the invoice on the student's file. 	Administration team
<p>C. Receiving payments</p> <ul style="list-style-type: none"> • Payments may be made by EFTPOS, cash, direct bank transfer, credit card or direct debit. • Fees for international students may not be collected until the Student Agreement has been signed. • Provide the student with a receipt. • Ensure receipts for payments from international students are retained for at least 2 years after the first payment is received. 	Administration team
<p>D. Managing overdue fees – international students</p> <ul style="list-style-type: none"> • Send out statements monthly to students to show outstanding fees. 	Administration team



Procedure	Responsibility
<ul style="list-style-type: none"> • Call students where payments are more than 10 days overdue. • Send out first warning letter regarding non-payment of fees when payment are more than 10 days overdue • Send out second warning letter regarding non-payment of fees when payment are more than 20 days overdue • Send notification of intention to cancel regarding non-payment of fees when payment are more than 30 days overdue. 	

2. Refunds

Refer

- SRTOs: Clauses 5.3, 7.3
- National Code: Standard 3

Procedure	Responsibility
<p>A. Processing refunds – provider default (international students)</p> <ul style="list-style-type: none"> • Automatically issue a refund within 28 days to students who have enrolled and paid their deposit/enrolment fee and the course is cancelled prior to commencement. • Automatically issue a refund to students within 28 days where the course has commenced but is cancelled. • Notify students to whom refunds are automatically issued in writing and issue refund. Record on file. • All other students who withdraw from their course and seek a refund are to make a request for a refund in writing. • Assess refund as per this Policy. • Calculate the relevant refunds. • CEO approves refund assessment. • Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. • For student default, process refunds within 28 days. • Keep a copy of the refund assessment on the student’s file. 	CEO
<p>B. Processing refunds – student default (international students)</p> <ul style="list-style-type: none"> • All other students who withdraw from their course and seek a refund are to make a request for a refund in writing. • Assess refund as per this Policy. • Calculate the relevant refunds. • CEO approves refund assessment. • Notify the student in writing of the outcome of the refund assessment 	CEO



Procedure	Responsibility
and make payment of refund where applicable. <ul style="list-style-type: none">• Process refunds within 28 days.• Keep a copy of the refund assessment on the student's file.	

Associated Documents

- International student handbook
- Complaints and appeals policy and procedures



Appendix 1 - Fee Schedule

Additional Charges	AUD \$
Application Fee (Non-refundable)	AUD\$250.00
Accommodation Charges (Approximation varies upon the length of the accommodation arrangements and availability)	AUD\$350 -400 per week
Credit card surcharge	2%
Recognition of prior learning (RPL) per unit (Subject to qualification)	AUD\$350.00 per unit
Late Payment Fee per week after the payment due date	AUD\$50.00
First 2 Re-submissions	Free
Re-sit Per Unit	AUD\$350.00
Re-issue of Student ID	AUD\$20.00
Re-issue of Testamurs/ Record of Results/ Statement of Attainment	AUD\$ 60.00
Re-enrolment fees (applicable for students reported for Non-commencement and students who are re-enrolling in the same course on compassionate grounds)	AUD\$200.00
Accessing Student Records	AUD\$10.00
We offer enrolment discounts and promotional fees. Please contact RIC admin.	