

States College Australia Policy & Procedure

Fees & Refunds

Purpose	The purpose of this Policy & Procedure (P&P) is to ensure that States College Australia has a fair and equitable fee structure and refund policy.
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Scope	This P&P provides guidance on the implementation of the States College 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.
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<p>Inputs</p>	<p>Standards for Registered Training Organisations (RTOs) 2015</p> <p>Standard 5 - Each learner is properly informed and protected</p> <p>5.3 Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:</p> <ul style="list-style-type: none"> a) all relevant fee information including: <ul style="list-style-type: none"> i) fees that must be paid to the RTO; and ii) payment terms and conditions including deposits and refunds; b) the learner’s rights as a consumer, including but not limited to any statutory cooling-off period, if one applies; c) the learner’s right to obtain a refund for services not provided by the RTO in the event the: <ul style="list-style-type: none"> i) arrangement is terminated early; or ii) the RTO fails to provide the agreed services. <p>Standard 7 - The RTO has effective governance and administration arrangements in place.</p> <p>7.3 Where the RTO 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 RTO must meet the requirements set out in the Requirements for Fee Protection in Schedule 6.</p>
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Schedule 6. Requirements for protecting fees prepaid by individual learners, or prospective learners, for services

ALL Other RTOs

The RTO addresses learner fee protection by implementing one or more of the following arrangements:

1. The RTO holds an unconditional financial guarantee from a bank operating in Australia where:
 - a) the guarantee is for an amount no less than the total amount of prepaid fees held by the RTO in excess of the threshold prepaid fee amount for each learner for services to be provided by the RTO to those learners; and
 - b) all establishment and ongoing maintenance costs for the bank guarantee are met by the RTO.
2. The RTO holds current membership of a Tuition Assurance Scheme approved by its VET Regulator which, if the RTO is unable to provide services for which the learner has prepaid, must ensure:
 - a) the learner will be placed into an equivalent course such that:
 - - the new location is geographically close to where the learner had been enrolled; and
 - - the learner receives the full services for which they have prepaid at no additional cost to the learner; or
 - b) if an equivalent course cannot be found, the learner is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.
3. Any other fee protection measure approved by the VET Regulator.

National Code of Practice for Providers of Education and Training to Overseas Students 2018

Standard 2 - Recruitment of an overseas student

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

Standard 3 - Formalisation of enrolment and written agreements

3.3 In addition to all requirements in the ESOS Act, the written agreement must, in plain English:

3.3.4 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 course commences).

3.3.5 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

3.3.8 state that the student is responsible for keeping a copy of the written agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees.

3.4 The registered provider must include 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:

3.4.1 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)

3.4.2 processes for claiming a refund

3.4.3 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

3.4.4 a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS.

3.4.5 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”.

	<p>Tuition Protection Service</p> <p>The TPS is a placement and refund service to assist overseas students whose registered providers are unable to fully deliver their course of study. The TPS ensures overseas students can either:</p> <ul style="list-style-type: none"> • complete their studies in another course or with another registered provider or • receive a refund of their unspent tuition fees. <hr/> <p>ESOS Act 2000</p> <p>18 Payments to providers</p> <p>(1) If a registered provider for a course enters into an arrangement with one or more other providers to provide the course jointly, the arrangement must:</p> <ul style="list-style-type: none"> (a) be such that the students pay their tuition fees to the registered provider and not directly to the other providers; or (b) both: <ul style="list-style-type: none"> (i) be in writing; and (ii) provide for the receipt and disbursement of any tuition fees paid by students <p>(1A) However, for the purpose of determining the registered provider’s obligations under this Act, any tuition fees paid by students directly to any of the other providers is taken to have been paid directly to the registered provider.</p> <p>Note: If a registered provider breaches this section, the ESOS agency for the provider may take action under Division 1 of Part 6 against the provider.</p>
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27 Tuition fees

- (1) A registered provider must not receive, in respect of an overseas student or intending overseas student, more than 50% of the student's total tuition fees for a course before the student has begun the course.
- (2) Subsection (1) does not apply if:
- (a) either of the following choose to pay more than 50% of the overseas student's, or intending overseas student's, total tuition fees for a course before the student has begun the course:
 - (i) the student;
 - (ii) a person who is responsible for paying those fees; or
 - (b) the course has a duration of 25 weeks or less.

28 Obligation for registered provider to maintain account

Requirement to maintain account

- (1) A registered provider who receives, in respect of an overseas student or intending overseas student, tuition fees for a course before the student has begun the course must maintain an account in accordance with this section.

Note: Providers covered by section 31 are not required to comply with this section.

Account to be maintained with an Australian ADI

- (2) The account must be maintained with an Australian ADI (within the meaning of section 9 of the Corporations Act 2001).

<p>Requirement</p>	<p>Domestic Students</p> <p>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:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>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.</p> <p>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.</p> <p>These requirements do not apply if you contract with a company to deliver training to their employees, paid for by that company.</p>
	<p>Overseas Students</p> <p>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.</p> <p>The RTO must also provide information on any refunds available, how much will be repaid, how refunds can be claimed and to whom.</p> <p>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.</p>

Reference Documentation	Other reference documentation which relates to this P&P includes:
	<ul style="list-style-type: none"> Tuition Protection Service Website (https://tps.gov.au/Home)

Tools & Templates	This P&P is supported by the Tools & Templates identified at each stage in the process.
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Policy	<p>Protection of fees paid in advance</p> <ul style="list-style-type: none"> States College Australia protects the fees that are paid in advance by both domestic and overseas students as follows: <p>For Domestic student fee protection is ensured as follows:</p> <ul style="list-style-type: none"> States College 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. <p>For Overseas student fee protection is ensured as follows:</p> <ul style="list-style-type: none"> 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.
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	<ul style="list-style-type: none"> • 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 www.tps.gov.au .
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Procedure	
Fees and refund information	
<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • 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 	<p>Tools & Templates</p> <p>States College Australia Website</p> <p>SCA Prospectus</p> <p>SCA Student Handbook</p> <p>SCA Template - Refund Request Form</p>

<p>Refunds for Overseas Students:</p> <ul style="list-style-type: none"> Enrolment fee is non-refundable and all refunds processed will exclude this enrolment fee. <p><i>Funds will only be refunded to the person who pays the course fees and not to a third party.</i></p> <p>Full refund - A full refund of any course fees paid will be provided to students in any of the following circumstances:</p> <ul style="list-style-type: none"> A full refund will be issued: <ul style="list-style-type: none"> If the offer of a place is withdrawn. If a course does not commence on the date specified in the Letter of Offer. Deferral of the offer of admission not less than 14 calendar days prior to commencement of the unit or course If a course is cancelled due to insufficient number of students. 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, States College Australia will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly 	<p>Responsibility Admissions Officer</p>
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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 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 Education Services for Overseas Students Specification 2014.
- If a student has supplied incorrect or incomplete information and as a result States College 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%

Claiming a partial refund

Students who are eligible for partial refund are required to fill an refund application form available at States College Australia reception and our website www.states.edu.au 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 States College Australia to provide those services.
- States College 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 States College 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 States College 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 States College Australia fee structure and refund policy prior to their enrolment

Collect Fees	
<p>States College 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.</p> <p>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.</p> <p>College account details will be provided on Letter of Offer.</p> <ul style="list-style-type: none"> • 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 States College Australia either by electronic transfer, a bank draft or telegraphic transfer (or other approved payment options) in Australian dollars made payable to States College 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 States College 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. 	<p>Tools & Templates</p> <p>SCA Template – Letter of Offer – Overseas Students</p> <p>SCA Template – Letter of Offer – Domestic Students</p> <p>Student Management system (Wisenet)</p> <p>Responsibility Receptionist / Admissions Officer / Accounts Officer</p>
<p>Output: Initial fee received, additional related fees.</p>	

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 (Wisenet) 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 States College Australia website SCA Template - Refund Request Form SCA Student Handbook Responsibility Admissions Officer
Output <i>*Less administration fees Fees refunded</i>	

Key Performance Indicator
The effectiveness of this P&P will be measured by <ul style="list-style-type: none"> • The receipt of the correct fees as stipulated. • Students acceptance of refunds issued in accordance with the policy.

