

SC15-I: Fees and Refunds Policy & Procedure

Domestic and International Students

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Purpose

The purpose of this policy and procedure is to outline SSB's approach to managing fees and refunds and to demonstrate how fees paid in advance are protected by SSB.

This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards, as well as National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 Standards 2, 3 and 13.

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 2007 means National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007

PRISMS means Provider Registration and International Students Management System

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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Standards means the Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework

Policy

Note this policy has been written to comply with the requirements for RTOs who are not government entities and Australian universities.

1. Protection of fees paid in advance

SSB protects the fees that are paid in advance by both domestic and international students.

For domestic students, fee protection is ensured through:

- The SSB holds a current membership of a Tuition Assurance Scheme approved by ASQA. If SSB is unable to provide services for which a student has prepaid, the student: will be placed into an equivalent course such that the new location is geographically close to where the student had enrolled with SSB and the student will receive the full service for which they had prepaid at

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no additional cost to the student. If an equivalent course cannot be found, the student is paid a refund of any prepaid fees for services that are yet to be delivered above the \$1500.

For international student fee protection is ensured as follows:

- SSB does not require international students to pay more than 50% of course fees prior to course commencement. The remaining 50% will be collected no earlier than 2 weeks prior to the commencement of the second study period. Note, however, that where a course is less than 24 weeks is delivered over more than one study period SSB will require students to pay the full cost of the course prior to course commencement.
- SSB pays into the Tuition Protection Scheme (TPS) provided by the Australian Government.

2. Fees and refund information

Prospective and current students are advised of the fees associated with a course on the relevant Course Outline and on the Student Agreement. In compliance with Clause 5.3 of the Standards, this is provided prior to enrolment or commencement of training, whichever is first.

For international students, fee information is always provided prior to enrolment as per the requirements of the National Code 2007 Standard 2. Fee information provided to domestic and international students includes:

- All relevant fee information, including fees that must be paid and payment terms
- Details of the potential for fees to change during the student's course as relevant
- Deposits and refund information and conditions relating to these
- The learners rights as a consumer including any cooling off period

Refund information is outlined in the Student Agreement and in the Student Handbook.

Fees will only be collected once a signed copy of the signed Student Agreement is received by SSB.

3. Inclusions in course fees

Unless otherwise specified, course fees include all the training and assessment required for students to achieve the qualification or course in which they are enrolling. Course fees will clear itemise tuition, as well as non-tutions fees.

- Course fees include include one copy of the required text books and learning materials for each student. Any optional textbooks and materials that may be recommended but not required for a course, are not included in course fees and will be an additional cost should the student wish to purchase such materials. If textbooks are lost and need to be replaced, the student will be required to cover the cost of the replacement materials – the cost is outlined on the Student Agreement where applicable.
- Course fees include the issuance of a testamur and record of results and/or statement of attainment. For additional copies or re-issuing of any of these documents an additional fee is applicable. This fee is currently \$30 per request.
- Course fees do not include Overseas Student Heath Cover or optional extras such as airport pick ups. These fees are at an additional cost as outlined in the Course Outline.

4. Late payments

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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.

Debts will be referred to a debt collection agency where fees are more than 40 days past due. SSB 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 be reported to DET via PRISMS under student default.

5. Refunds

All course fees, include a non-refundable deposit / enrolment fee which is outlined on the Course Outline. The deposit is non-refundable except in the unlikely situation where SSB is required to cancel a course due to insufficient numbers or for other unforeseen circumstances. In this case, students will receive a full refund of their deposit.

Students who withdraw from a course and wish to seek a refund or have the amount they owe on their fees reduced, must apply to SSB in writing, outlining the details and reason for their request. Students who have not completed a withdrawal form are not eligible for consideration of a refund or reduction in fees.

6. Refunds – domestic students

For domestic students, eligibility for a refund will be assessed as follows:

- A. Full refund where SSB cancels the course prior to commencement.
- B. Full refund of unspent course fees where SSB cancels the course after commencement. The percentage of unspent course fees will be calculated based on services already provided up to the day the course stops.
- C. 70% refund where the student withdraws in writing 28 days or more prior to the course commencing
- D. No refund of course fees where the student withdraws in writing past the first week of course commencement or the end of the first topic/module unit of study.
- E. No refund where the student is excluded for misbehaviour.

7. Refunds – international students

For international students, eligibility for a refund will be assessed as follows:

A. Circumstances in which a refund will be paid – REFUNDS APPLY

A full refund of any course fees paid 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
- 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 SSB'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 SSB and this is not due to incorrect or incomplete information being provided by the student.

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B. Circumstances in which a partial refunds will be paid – PARTIAL REFUND

- Partial refunds will be paid in the event of provider default. The refund will be calculated from the day of the default as per section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.
- Partial refunds will also be provided in the same manner as for provider default (as above) where SSB fails to enter into a written agreement with a student or the Student Agreement is not compliant with the requirements of the ESOS Act or the National Code 2007.
- If an international student is refused a visa (student default) before commencing their course, SSB will refund the total amount of all course fees (tuition and any non-tuition fees) received for the course less whichever is the lower amount of 5% of the total amount of the fees (tuition and non-tuition) or the sum of \$500.
- If an international student is refused a visa (student default) but has already commenced their course, 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 (Calculation of Refund) Specification 2014.
- If a student has supplied incorrect or incomplete information and as a result SSB withdraws the offer of enrolment prior to commencement of the course, the student will be eligible to receive a refund of all course fees paid less the 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 0 – 28 days before the course commencement, except for the reasons set out in 9.1, 50% of the deposit paid will be refunded.

C. 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 SSB terminates the student's enrolment because of a failure to comply with SSB's policies, misbehaviour or unsatisfactory course progress or attendance.

8. Outcomes of refund decisions

SSB will provide the outcome of the refund assessment in writing to the student's registered address, outlining the decision and reasons for the decision along with any applicable refund or adjustment notice.

Students will be advised that they may appeal the refund assessment following SSB Complaints and Appeals Policy and Procedure.

Procedures

1. Student fees

Refer Clause 5.3, 7.3, Schedule 6, National Code 2007 Standard 3 and 13.

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Procedure	Responsibility
<p>A. Deposit invoices</p> <ul style="list-style-type: none"> All students should pay their deposit/enrolment fee upon enrolment, prior to course commencement. An invoice will be raised for the amount in line with the payment schedule for the relevant course. Note for international students, fees will not be collected until the Student Agreement has been signed by the student and received by SSB. Students have 14 days to pay an invoice. A copy of the invoice will be kept on the student's file. 	Administration team/ Bookkeeper
<p>B. Fee instalment invoices</p> <ul style="list-style-type: none"> The SSB charges fee instalments in line with the relevant payment schedule for the course, as outlined in the Letter of Offer and/or other relevant paperwork sent to the applicant. Students have 14 days to pay an invoice. The SSB will keep a copy of the invoice on the student's file. 	Administration team/ Bookkeeper
<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. SSB records payments against the relevant invoice on MYOB. SSB provides the student with a receipt upon payment of an invoice. 	Administration team/ Bookkeeper
<p>D. Managing overdue fees</p> <ul style="list-style-type: none"> SSB sends monthly statements to students to show outstanding fees. The SSB calls students where payments are more than 14 days overdue. Any student with an invoice over 40 days past due will be referred to the debt collection agency. For domestic students, the Training Manager will suspend training until fees are brought up to date. If training is suspended, a letter will be sent to the student advising of suspension until payment is made. The Trainer/Assessor will also be advised. For international student, the SSB will notify them that their training will be suspended until fees are paid, and that they will be reported to DET via PRISMS should the fees remain unpaid. A <i>Notice of Intention to Cancel</i> letter will be forwarded. For domestic students, where fees continue to be unpaid, the Training Manager will be notified and a withdrawal will be considered. For international students, where fees continue to be unpaid, a Notice of Intention to Cancel letter will be sent to them. They will also be reported to DET via PRISMS. 	Administration team/ Bookkeeper + Training Manager

2. Refunds

Refer Clause 5.3, National Code 2007 Standard 3 and 13.

Procedure	Responsibility
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Procedure	Responsibility
<p>E. Processing refunds – provider default</p> <ul style="list-style-type: none"> SSB automatically issues a refund within 14 days to students who have enrolled and paid their deposit/enrolment fee and the course is cancelled prior to commencement. SSB automatically issues a refund to students within 14 days where the course has commenced but is cancelled. Students will be notified to whom refunds are automatically issued in writing and issue refund. This is recorded on their student file. All other students who withdraw from their course and seek a refund are to make a request for a refund in writing. SSB will assess refunds as per this Policy. Relevant refunds will be calculated. The CEO approves refund assessment. The student will be notified in writing of the outcome of the refund assessment and make payment of refunds where applicable. For student default, refunds will be processed within 28 days. Keep a copy of the refund assessment on the student's file. 	Administration team/ Bookkeeper
<p>F. Processing refunds – student default (international students) or domestic students circumstances C – E.</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. Refunds are assessed as per this Policy. Calculate the relevant refunds. The CEO approves the refund assessment. The student is notified in writing/email of the outcome of the refund assessment and payment of refund is made where applicable. Process refunds within 28 days. A copy of the refund assessment is kept on the student's file. 	Administration team/ Bookkeeper

Document Control

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