

SC5-IE: Fees and Refunds Policy



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Purpose

The purpose of this policy is to outline Victorian Institute of Education’s approach to manage fees and refunds and to demonstrate how fees paid in advance are protected by Victorian Institute of Education.

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.

It applies to domestic students and international students studying VET courses.

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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.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

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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the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or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.

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Policy

1. Protection of fees paid in advance

- Victorian Institute of Education protects the fees that are paid in advance by both domestic and international students.
- For domestic students, fee protection is ensured through:
 - Victorian Institute of Education 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.

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 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.
- Victorian Institute of Education does not require international students to pay more than 50% of course fees prior to course commencement. However, Victorian Institute of Education provides students with the opportunity to pay more than 50% of their tuition fees prior to course commencement if they wish. The remaining amount will be collected according to an agreed payment schedule. Note, however, that where a course is less than 25 weeks, Victorian Institute of Education will require students to pay the full cost of the course prior to course commencement.
- Victorian Institute of Education 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 Course Outline as well as Victorian Institute of Education's website. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment or commencement of training/teaching, 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
 - Any additional charges that may apply and the circumstances in which they apply
 - 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 Student Handbook which are provided prior to enrolment, includes this Fees and Refunds Policy and informs the student of their consumer rights. Students are required to sign the Student Agreement in acknowledgement of the terms and conditions of the enrolment and this policy.

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- Where an employer is paying for a student's course, an Employer Agreement will be provided at the time of enrolment outlining the total fees, payment terms and schedule of payments applicable.
- Students have the right to a 'cooling off period' if they signed up to a course as a result of tele-marketing or door-to-door sales. 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.
- Tuition fees include:
 - All of the training/teaching 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, as outlined on the Course Outline.
 - Issuance of one set of certification documents including the testamur (certificate) and record of results or transcript for VET students only. A Statement of Attainment (in the case of withdrawal or partial completion).
- Non-tuition fees include:
 - One copy of text books and learning materials
 - Additional fees that apply for re-assessment, where a student fails to achieve a satisfactory outcome after two attempts at an assessment tasks
 - Re-issuance or additional copies of certification documents will attract a fee of \$80.00 per document.
 - Fees for deferral of study, late payment of tuition fees, or other circumstances in which additional fees may apply.
- Otherwise course fees (tuition or non-tuition) do not include:
 - Any optional textbooks and materials that may be recommended but not required to complete a course
 - Replacement textbooks if original copies are lost or misplaced.
 - Stationery such as paper and pens
 - Uniform (if required for placement)
 - Overseas Student Health Cover
 - Airport pick ups
 - Excursions
 - Re-assessment if required, as outlined above
 - Direct debit setup, transaction and dishonour fees (where applicable)
 - Credit card payment surcharges.
- Victorian Institute of Education cannot guarantee that students will successfully complete the course in which they enrol regardless of whether all fees due have been paid.

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4. Payments

- Payments can be accepted by EFTPOS, electronic transfer, credit card, money order or direct debit.
- Credit card payments incur a surcharge of 2.00% per transaction while Amex will incur a surcharge of 4.00%).
- 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.
- Victorian Institute of Education reserves the right to suspend the provision of training/teaching 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.
- Receipts of payments made by international students will be kept for at least 2 years after the person ceases to be an accepted student.

5. Refunds for domestic students

- All course fees for fee-for-service students include a non-refundable deposit which is detailed on the Course Outline and Student Agreement. The deposit is non-refundable, except in the circumstances detailed below:
 - A full refund of any fees paid (including the deposit) will apply 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.
 - A full refund of any fees paid (including the deposit) will apply if Victorian Institute of Education is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- In the unlikely event that Victorian Institute of Education or any third parties responsible for delivering training/teaching and assessment on its behalf, is unable to deliver the course or any portion of the course as promised, the student will be issued with a refund for the course or portion of course that was not provided. This includes the following situations:
 - Where Victorian Institute of Education or any third parties delivering training/teaching and assessment on its behalf ceases to operate.
 - Where Victorian Institute of Education ceases to deliver the course in which a student is enrolled and the agreement is terminated.
 - Where Victorian Institute of Education needs to make a change to the terms of the student agreement (such as the way the course is delivered or conditions of enrolment) and a new agreement cannot be reached with the student to account for changes.
- In any of the above situations, Victorian Institute of Education 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.
- 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

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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 Victorian Institute of Education 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.
- RPL application fees are non-refundable.

6. Refunds for international students

- All course fees for international students include a non-refundable enrolment fee which is detailed on the Course Outline and Student Agreement. The deposit is non-refundable, except in the circumstances detailed below:
 - A full refund of any fees paid (including the deposit) will apply if Victorian Institute of Education is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- **Circumstances in which a refund will be paid – FULL 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 Victorian Institute of Education'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 Victorian Institute of Education and this is not due to incorrect or incomplete information being provided by the student.

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- **Refund process for full refunds**

- In any of the above situations, Victorian Institute of Education 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**

- 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 Victorian Institute of Education 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.
- If an international student is refused a visa (student default) before commencing their course, Victorian Institute of Education 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 Victorian Institute of Education 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 0 – 28 days before the course commencement, except for the reasons set out circumstances for full refunds, 50% of the deposit paid will be refunded.
- If a student withdraws or defers their course after the course has started and they have paid for units/clusters/modules that have not been commenced. This will be calculated on a per unit or cluster cost calculated as the course fee less administration fees of 20%, less textbook fees divided by the total number of units or clusters or modules in the course.

- **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 Victorian Institute of Education to provide those services
- The outcome of the refund assessment will be provided in writing to the student's registered email address within 28 business days, outlining the decision and reasons for the decision

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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 Victorian Institute of Education terminates the student's enrolment because of a failure to comply with Victorian Institute of Education policies, misbehaviour or unsatisfactory course progress.

7. Recording and payment of refunds

- Refunds will be paid to the person or organisation that made the original payment.
- 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 on the student's file and in our accounts keeping system.

8. Publication

- Victorian Institute of Education will publish in a prominent place on its website the following:
 - All tuition and non-tuition fees (as shown on Course Outlines).
 - This Fees and Refunds Policy.

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