

Fees and Refund Policy and Procedure

SCOPE

This policy applies to ATMC VET and ELICOS students and all ATMC staff who deal with all matters concerning VET and ELICOS

POLICY

This policy supports the ESOS National Code 2007 Standard 3.

This policy also supports the Standards for RTOs 2015 - Standard 5 Clause 5.3, that states:

"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 of the commencement of training and assessment, whichever comes first, specifying:

- *all relevant fee information including:*
 - *fees that must be paid to the RTO, 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 RTO in the event the:*
 - *arrangement is terminated early, or*
 - *the RTO fails to provide the agreed services."*

and Standard 7 Clause 7.3 that states:

"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."

Written agreements between ATMC and students set out the services to be provided, fees payable and information in relation to refunds of tuition fees.

ATMC 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 Acceptance Agreement – International Student.

ATMC include in the written agreement the following information in relation to refunds of tuition fees in the case of student and provider default:

- a. 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);
- b. processes for claiming a refund;
- c. a plain English explanation of what happens in the event of a course not being delivered; and
- d. 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.

DESIGNATED ACCOUNT FOR INITIAL PRE-PAID FEES ACCOUNT FOR INTERNATIONAL STUDENTS

The College maintain an account :

- with an Australian ADI
- designated as the initial pre-paid fees account
- must pay into the account any tuition fees received from an international student before the student has begun the course within 5 business days of receiving them
- ensure at all times sufficient amount in the account to repay all tuition fees of non-commenced students
- not available for the payment of other debts

FEES

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 of attainment.
2. Tuition fees are fees directly related to provision of a course.
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).
4. All relevant fees are clearly mentioned in the Application Form – International Student and Letter of Offer and Acceptance Agreement – International Student.
5. Prior to a student enrolling 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.

REFUNDS

1. A \$250 Enrolment Fee is non-refundable under all circumstances mentioned below.
2. A \$350 Material Fee is refundable except for withdrawals on and after commencement date and in the event a student fails to commence any course on agreed start date (Non-commencement).
3. In case ATMC is unable to start a course on an agreed start date, the student will be refunded full **pre-paid tuition fees** and **pre-paid material fees** less \$250 Enrolment Fee for the current and subsequent courses.
4. If the course has been cancelled by ATMC during a study period, the student will be refunded for all **pre-paid tuition fees** the student hasn't utilised less \$250 Enrolment Fee.
5. In the event where the student's visa is refused, full **pre-paid tuition fees** and **pre-paid material fees** less \$250 Enrolment Fee for initial and subsequent courses will be refunded to the student.
6. In the event the student fails to commence any course on agreed start date (Non-commencement), there will be no refund for that course and total tuition fees and material fees are payable to ATMC. However, **pre-paid tuition fees** for subsequent courses less \$1,500 Non-refundable Tuition Fee/ course and **pre-paid material fees** for subsequent courses will be refunded. If the student has payment obligations to ATMC, ATMC will be able to make payment adjustments from the student's pre-paid tuition fees for subsequent courses, and the balance will be refunded.
7. In case of deferment due to compelling circumstances beyond the student's control, fees cannot be refunded; however it can be carried forward on a case by case basis.
8. If the student withdraws from a course more than 10 weeks prior to commencement date, full **pre-paid tuition fees** for the course less \$250 Enrolment Fee and less \$1,500 **Non-refundable Tuition Fee**, and **pre-paid material fees** will be refunded. If the student has payment obligations to ATMC, ATMC will be able to make payment adjustments from the student's pre-paid tuition fees for subsequent courses, and the balance will be refunded.
9. If the student withdraws from a course between 4 and 10 weeks prior to commencement date, 30% of the total tuition fees for that course are payable to ATMC and non-refundable. If the student has payment obligations to ATMC, ATMC will be able to make payment adjustments from the student's pre-paid tuition fees for subsequent courses, the balance will be refunded.
10. If the student withdraws from a course less than 4 weeks prior to commencement, 50% of the total tuition fees for that course are payable to ATMC and non-refundable. If the student has payment obligations to ATMC, ATMC will be able to make payment adjustments from the student's pre-paid tuition fees for subsequent courses, the balance will be refunded.
11. If the student withdraws from a course on or after commencement date, total tuition fee is payable to ATMC and non-refundable. If the student has payment obligations to ATMC, ATMC will be able to make payment adjustments from the student's pre-paid tuition fees for subsequent courses, and the balance will be refunded.
12. In case the student's enrolment is cancelled by ATMC for misconduct, Unsatisfactory Academic Progress or Unsatisfactory Attendance, all unpaid tuition fee is payable to ATMC and non-refundable and there will be no refund of any **pre-paid tuition fees** for the current and subsequent courses.
13. In case student has been granted Temporary Resident/Permanent Resident Visa during a study period and student wants to withdraw from the course, the total of all unpaid tuition fees are payable to ATMC and non-refundable, and there will be no refund of any **pre-paid tuition fees** for the course.
14. In case the student's visa is cancelled during a study period, total tuition fee is payable to ATMC and non-refundable and

there will be no refund of **pre-paid tuition fees** for the subsequent courses.

15. If visa is cancelled before commencement, the student will be entitled for full refund of **pre-paid tuition fees** and **pre-paid material fees** less \$250 Enrolment Fee for the initial and any subsequent courses.
16. In the event where ATMC cancels its offer based on fraudulent documents and/ or misleading information provided by the student, the total of any unpaid tuition fees are payable to ATMC and non-refundable. There will be no refund of **pre-paid tuition fees** for the initial and subsequent courses.
17. If students have payment obligations to ATMC, ATMC will be able to make payment adjustments from students' pre-paid tuition fees for subsequent courses, the balance will be refunded.

ATMC reserves the right to amend these terms and conditions at any time to ensure compliance with applicable State and Federal laws and/or to amend the non-refundable Enrolment Fee.

TUITION PROTECTION SERVICE (TPS) FRAMEWORK

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.
2. A student can pay full fees if the student wishes to, but the student is not required to pay more than 50% of the total tuition fees up front for the course before the student commences the course that is more than 25 weeks. The College can require 100% of the total tuition fees for short courses of 25 weeks or less.
3. 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 pre-paid tuition fee the student has not utilised less a \$250 Enrolment Fee. The refund will be paid to the student within 14 days of the day on which the course ceased being provided. 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 refund of pre-paid tuition fee that has not been utilised, 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 getting a refund of the student's unspent tuition fees if a suitable alternative is not found.
4. The College implements requirements for Provider Default - Part 5, Division 1, Subdivision A of the ESOS Act.
5. The College implements requirements for Student Default - Part 5, Division 2, Subdivision B of the ESOS Act.

PROCEDURE

FEE PAYMENT

1. 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.
2. Fees are invoiced in advance for each study period or if applicable, as per a payment plan and receipts provided to students on payment.
3. 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 need to pay for other fees and charges for Airport Pick-up, Repeat Unit Fee, Re-assessment Fee, Charge for Lost ID Card, Charge for Lost Certificate (Qualification Certificate and Record of Results/ Statement of Attainment).

Other fees and charges:

- | | |
|---|---------------|
| a. Airport Pick-up | \$105 one-way |
| b. Repeat Unit Fee | \$300/unit |
| c. RPL Fee | \$350/unit |
| d. Charge for Lost ID Card | \$15 |
| e. Charge for Lost Certificate | \$25 |
| f. Exceeding 70 page per month printing quota | \$ 5/50pages |
| g. a surcharge for all credit card payments | 3% |

REFUNDS

1. All refund requests for visa refusal must be made in writing by emailing a completed ATMC Refund Application Form to refunds@atmc.vic.edu.au. The Refund Application Form is available at ATMC/ for download from the ATMC website. The student must attach any evidence or documentation relevant to the refund application. All approved claims for refund are paid within 4 weeks of receiving the written claim to the

- student or a person authorised by the student.
- For the College default on the agreement refunds will be made within 14 days of the default date.
 - For a student default on the agreement or withdrawal from the course, refunds will be made within 4 weeks of written notification being received by the College.
 - It is students' responsibility to apply for a refund if applicable.
 - The Finance Officer processes refunds and the Chief Operations Officer must approve student refunds.
 - If a student is dissatisfied with ATMC's decision in relation to their refund request the student may lodge an appeal under the Complaints and Appeals Policy and Procedure. The availability of complaint and appeal processes does not remove the right of the student to take action under Australia's consumer protection laws.
 - Details of refunds provided are maintained in electronic individual student folders and refund register.

TUITION PROTECTION SERVICE (TPS) FRAMEWORK

- The Admissions Coordinator will notify the Tuition Protection Service of additions and deletions of courses and qualifications from the College's scope of registration
- The Admissions Coordinator will notify the Tuition Protection Service of variations in fees and length of courses and qualifications
- ATMC pays the annual TPS Levy when it is due.
- If the College defaults, the Admissions Coordinator notifies the TPS in writing within 3 business days of the default occurring and notify students in relation to whom the college has defaulted.
- If student default occurs, the Admissions notify the TPS in writing of the default within 5 business days of the default occurring via PRISMS. The student default is confirmed after internal or external complaints and appeals process is completed.

Details of Tuition Protection Service (TPS) implementation:

- The College implements requirements for Provider Default – Part 5, Division 1, Subdivision A of the ESOS Act

The following steps outline the TPS process if a provider default occurs:

Step 1 – Provider default occurs

The College defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- the College 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.

Step 2 – Notifying the Secretary, the TPS Director and students

The College must notify the Secretary and the TPS Director of the default within **3 business days** of the default occurring through the Admission Officer. The College must also notify students in relation to whom it has defaulted.

The notices must be in writing and meet the requirements of section 46B.

Step 3 – Provider obligation period

The College has 14 days after the day of the default (the provider obligation period) to satisfy its tuition protection obligations to the student.

Step 4 – Notification of the outcome- discharge of obligations

The College has 7 days after the end of its obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of its obligations. This notice must comply with the requirements of section 46F.

If the College does not meet its obligations affected students may be assisted by the TPS Director.

- The College implements requirements for Student Default – Part 5, Division 2, Subdivision B of the ESOS Act

The following Steps outline the TPS process in a case of a student default:

The College must enter into a written agreement with each overseas student or intending overseas student that:

- a. sets out the refund requirements that apply if the student defaults; and
- b. meets any requirements set out in the national code.

Step 1 – Student default occurs

An overseas student or intending overseas student defaults, in relation to a course at a location, if:

- a) 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
- b) the student withdraws from the course at the location (either before or after the agreed starting day); or
- c) the College refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
 - I. the student failed to pay an amount payable to the provider for the course;
 - II. the student breached a condition of his/her student visa;
 - III. misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A(3)).

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 the provider defaults in relation to the course at the location.

Step 2 – Notifying the Secretary and the TPS Director

The College must notify the Secretary and the TPS Director of the default within **5 business days** of the default occurring through the Admissions Coordinator/ Staff.

The notice must be in writing and comply with the requirements of section 47C.

Step 3 – Provider obligation period

If a student or intending student defaults the College must provide a refund in accordance with the requirements under either section 47D or 47E of the ESOS Act, depending on which section applies to the circumstances of the default situation.

The College must pay the refund within the period (the provider obligation period) of 4 weeks after the day specified in section 47D or 47E, depending on which section applies to the circumstances of the default situation.

Step 4 – Notification of the outcome – discharge of obligations

The College has 7 days after the end of your obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of its obligations. This notice must comply with the requirements of section 47H.