

## Fees and Refund Policy and Procedures

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### Policy

1. This Policy supports the Standards for RTOs 2015 - Standard 5 Clause 5.3, Standard 7 Clause 7.3 and Standard 3 of the ESOS National Code 2018.
2. Where Australian Centre of Further Education collects fees from the individual learner, either directly or through a third party, Australian Centre of Further Education provides or directs the learner to information prior to enrolment of the commencement of training and assessment, whichever comes first, specifying:
  - a. all relevant fee information including:
    - i. fees that must be paid to Australian Centre of Further Education, and
    - ii. payment terms and conditions including deposits and refunds
  - b. the learner's right to obtain a refund for services not provided by Australian Centre of Further Education in the event the:
    - iii. arrangement is terminated early, or
    - iv. Australian Centre of Further Education fails to provide the agreed services.
3. Where Australian Centre of Further Education 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), Australian Centre of Further Education must meet the requirements set out in the Requirements for Fee Protection in Schedule 6 of the Standards for RTOs 2015.
4. Australian Centre of Further Education must enter into a written agreement with the international/ overseas student or intending overseas student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. The agreement must provide information in relation to refunds of tuition fees and non-tuition fees.
5. Australian Centre of Further Education must include in the written agreement for international students 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:
  - c. 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)
  - d. processes for claiming a refund

- e. 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
  - f. a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
  - g. 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”.
6. This policy applies to Australian Centre of Further Education's staff and students.
  7. The CEO is responsible for the implementation of the policy and procedures and to ensure that staff and students are aware of its application and implement its requirements.

## Part A. Fees

1. Fees may include tuition fees, non-refundable enrolment fees, services and equipment fees, Overseas Student Health Cover OSHC) (for international students), text book and materials fees and any other charges such as re-issuance of qualification certificates / statements of attainment.
2. Tuition fees are fees that Australian Centre of Further Education receives that are directly related to provision of a course that Australian Centre of Further Education is providing or offering to provide to the student.
3. All relevant fees are clearly mentioned in this document and Written Agreements.
4. Prior to a student enrolling, fees may be altered without notice. Once a student has completed their 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.
5. A Study Period is equal to 10 weeks.

For International students:

6. 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 are more than 25 weeks. Australian Centre of Further Education can require 100% of the total tuition fees for short courses of 25 weeks or less.
7. Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS legislation the Education Services for Overseas Students Act and the Tuition Protection Service (TPS) framework.
8. Australian Centre of Further Education implements requirements for Provider Default – Part 5, Division 1, Subdivision A of the ESOS Act 2000.

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

### ***Step 1 – Provider default occurs***

Australian Centre of Further Education defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- a. Australian Centre of Further Education fails to start providing the course to the student at the location on the agreed starting day; or
- b. 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 ESOS Agency, the TPS Director and students***

Australian Centre of Further Education must notify the ESOS Agency and the TPS Director of the default within 3 business days of the default occurring through the Enrolment Officer via PRISMS. Australian Centre of Further Education 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***

Australian Centre of Further Education 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**

Australian Centre of Further Education has 7 days after the end of its obligation period to give a notice to the ESOS Agency and the TPS Director via PRISMS of the outcome of the discharge of its obligations. This notice must comply with the requirements of section 46F.

If Australian Centre of Further Education does not meet its obligations affected students may be assisted by the TPS Director.

### **Australian Centre of Further Education 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:**

Australian Centre of Further Education 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 2018.

#### **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. Australian Centre of Further Education 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 ESOS Agency and the TPS Director**

To meet Tuition Protection Service (TPS) reporting obligations, providers only need to report on whether they have provided a refund to a student in two cases of student default:

- a. where a student's visa is refused, even if there is a compliant written agreement in place
- b. where there is no compliant written agreement in place. This reporting is done by the Student Support Officer via PRISMS.

#### **Step 3 – Provider obligation period**

If a student or intending student defaults Australian Centre of Further Education 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.

Australian Centre of Further Education 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

Australian Centre of Further Education has 7 days after the end of its obligation period to give a notice to the ESOS Agency and the TPS Director of the outcome of the discharge of its obligations where the provider is required to provide a refund under 47E. (i.e. where there is no written agreement in place and also in cases of visa refusal, whether there is a written agreement in place or not). This notice must comply with the requirements of section 47H.

For Domestic/ Other Temporary Visa Holder students:

Australian Centre of Further Education accepts payment of no more than \$1,500 from each individual student prior to the commencement of the course. Following course commencement, it may require payment of additional fees in advance from the student but only such that at any given time, the total amount required to be paid which is attributable to tuition or other services yet to be delivered to the student does not exceed \$1,500.

## Part B. Refunds

For International Students

1. Refund applications must be made in writing to Australian Centre of Further Education. The student refund application form, available from Australian Centre of Further Education’s reception and website [www.acfe.edu.au](http://www.acfe.edu.au), may be used as the written application.
2. Written applications for refunds will also be accepted by mail or by email. Refunds will be made within 28 days of receipt of a written application and will include a statement explaining how the refund was calculated.
3. A refund can be received by the student and the student’s parents or guardians who are authorised by the student in respect of the student identified in the written agreement through a written consent by the student.
4. A \$250 Application Fee is non-refundable under all circumstances mentioned below.
5. Material and services are 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).

TABLE OF REFUNDS			
Type	Time Frame	Amount Refunded	Documents
VISA Refusal	At any time	100% refund of the paid tuition fee, material fee and placement fee (if applicable). \$250.00 application fee is not refundable <i>Note: if the visa refusal is due to false or misleading information about student identity, previous qualifications and experiences or other relevant information in support of student visa application in order to obtain migration, there will be no refund for paid tuition fee.</i>	Application for Withdrawal Form Refund Application Form Proof of VISA Refusal
VISA Renew Refusal for onshore students	After the course has commenced	Paid tuition fees that have not been spent will be refunded. Spent tuition fee is payable to the college. Material fee, placement fee (if applicable) and the \$250.00 application fee are not refundable.	Application for Withdrawal Form Refund Application Form Proof of VISA Refusal
Student breach of VISA conditions, suspension or cancellation of enrolment by the college or the student transfer to another registered provider and has been granted release letter	At any time after commencement of a course	No refund for the paid tuition fee for the current course. Tuition fee scheduled in the Letter of Offer is payable to the college. Material fee, placement fee (if applicable) and the \$250.00 application fee are not refundable.	Application for Withdrawal Form Refund Application Form  Relevant documents: Proof of VISA Refusal, or a valid offer letter from another registered provider, or flight ticket
Withdrawal, Transfer or Enrolment Cancellation	Written notification provided 28 days or more before the commencement of the course	30% of tuition fee will be retained by the college and is payable to the college. The remaining paid tuition fee will be refunded. Material fee and placement fee (if applicable) will be refunded. \$250 application fee is not refundable.	Application for Withdrawal Form Refund Application Form  Relevant documents: Proof of VISA Refusal,

	Written Notification provided less than 28 days before commencement of the course	50% of tuition fee will be retained by the college and is payable to the college. The remaining paid tuition will be refunded. Material fee, placement fee (if applicable) and the \$250.00 application fee are not refundable.	or a valid offer letter from another registered provider, or flight ticket
	Written notification provided after the course has commenced	No refund for the paid tuition fee for the current course. Tuition fee scheduled in the Letter of Offer is payable to the college. Material fee, placement fee (if applicable) and the \$250.00 application fee are not refundable.	
Student does not commence the course on the start date for any reason and subsequently provides notice of withdrawal from the course	At any time after commencement of a course	No refund for the paid tuition fee for the current course. Tuition fee scheduled in the Letter of Offer is payable to the college. Material fee, placement fee (if applicable) and the \$250.00 application fee are not refundable.	Application for Withdrawal Form Refund Application Form Any relevant supporting documents
ACFE is unable to deliver the course for any reasons	On the course commencement date	100% refund of the paid tuition fee, material fee and placement fee (if applicable). \$250.00 application fee is not refundable.	Application for Withdrawal Form Refund Application Form
ACFE is unable to complete the course that has been started	After commencement of a course	Paid tuition fee that has not been spent will be refunded. Spent tuition fee is payable to the college. Paid material fee and placement fee (if applicable) that has not been spent will be refunded.	Application for Withdrawal Form Refund Application Form
Withdrawal from Recognition of Prior Learning (RPL process)	After Submission of the fees	Paid RPL assessment fee and \$100.00 application fee are not refundable.	Application for Withdrawal Form Refund Application Form

- Fees not listed in this refund section are not refundable.
- Prior to a student enrolling fees may be altered without notice. Once a student has completed their 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.

#### For Domestic/ Other Temporary Visa Holder Students

- Refund applications must be made in writing to Australian Centre of Further Education. The student refund application form, available from Australian Centre of Further Education's reception and website [www.acfe.edu.au](http://www.acfe.edu.au), may be used as the written application.
- Written applications for refunds will also be accepted by mail or by email. Refunds will be made within 28 days of receipt of a written application and will include a statement explaining how the refund was calculated.
- A \$250 Application Fee is non-refundable under all circumstances mentioned below.
- Material and services are 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).

TABLE OF REFUNDS – Domestic Students			
Type	Time Frame	Amount Refunded	Documents
Written Notice of withdrawal	before a course commencement date	100% refund of the paid tuition fee, material fee and placement fee (if applicable). \$250.00 application fee is not refundable	Application for Withdrawal Form Refund Application Form
Written Notice of withdrawal	after a course commencement date	No refund	Application for Withdrawal Form Refund Application Form

- Fees not listed in this refund section are not refundable.
- Prior to a student enrolling fees may be altered without notice. Once a student has completed their 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.

## Procedures

### Fee Payment

1. Before commencing their course, a student must pay the relevant tuition fees stated in their Written Agreement to Australian Centre of Further Education that will be paid by cash, credit card, telegraphic transfer or direct deposit into Australian Centre of Further Education's designated pre-paid fees account.
2. On the day of orientation, international students can apply for a payment plan.
3. Fees are invoiced in advance for each study period or if applicable, as per a payment plan and receipts provided to students on payment.
4. Fees paid and refunds given are recorded in the accounting system so that each student or client's financial status is known.
5. Details of student accounts are maintained in each student's file.
6. Overseas student visa holder fees are protected by the Tuition Protection Service (TPS).
7. Students may need to pay for the following other fees and charges: Other fees and charges:

Fees during the enrolment period	
Repeat of unit	As per Unit cost as outlined in scheduled fees
RPL assessment (Application Fee)	\$100.00
RPL fee for Certificate III and Certificate IV courses	\$300.00 (per unit)
RPL fee for Diploma courses	600.00 (per unit)
Credit Transfer (per Application)	\$100.00
Clinical Placement fee (Diploma of Nursing only)	\$7,500.00
Dental Lab (Diploma of Dental Technology)	\$4,750
Application fee	\$250.00
Catch-up for each unit	\$250.00
Catch-up for dental practical/s (depending on practical activity) \$250.00 to \$500.00	\$POA
Catch-up for missing practical/s this includes observations and simulated assessments	\$250.00
Catch-up for missing theory	\$250.00
Re-issuance of CoE	\$250.00
Airport pick-up	\$130.00
Replacement Diploma/Certificate	\$100.00
Late payment fees of \$20.00 per day will be applied after the due date (max at \$200.00) per payment due date	\$200.00
Bank dishonour fee	\$95.00
Replacement ID card	\$20.00

Fees during the enrolment period	
Additional statement of attainment (one statement of attainment will be provided free of charge)	\$50.00
Set-up fee for customised payment plan	\$50.00
Reassessment fee for 3 <sup>rd</sup> submission of an assessment	\$250.00
Administration and processing fee for health insurance arranged by ACFE (Included in the OSHC insurance total amount)	\$20.00
Domestic Postage of Certificates	\$15.00
Academic support class (per two-hour class)	No charge
Moderation on appeal (per assessment task per unit)	No charge
"One-on-one" mentoring (per hour)	No charge
Material Fees	
BSB51915 Diploma of Leadership and Management	\$500.00
HLT55118 Diploma of Dental Technology	\$3,750.00
HLT54115 Diploma of Nursing	\$2,500.00
CHC33015 Certificate III in Individual Support	\$750.00
CHC43015 Certificate IV in Ageing Support	\$750.00
English for Academic Purposes 1	\$750.00
English for Academic Purposes 2	\$750.00
English for Academic Purposes 3	\$750.00

### Refunds

1. Australian Centre of Further Education guarantees to complete the training and/or assessment once the student has commenced study in their chosen qualification or course. In the unlikely event that Australian Centre of Further Education is unable to deliver a course in full, students will be offered a refund of all the tuition fees the student has paid to date, minus a \$250 Application fee. The refund will be paid to the students within 14 days of the default date. Alternatively, the students may be offered enrolment in an alternative course by Australian Centre of Further Education at no extra cost to the students. The students have the right to choose whether they would prefer a full refund of tuition fees, or to accept a place in another course. If the students choose placement in another course, Australian Centre of Further Education will ask the students to sign a new Written Agreement

to indicate that they accept the placement. For international students, if Australian Centre of Further Education is unable to provide a refund or place the students in an alternative course the Tuition Protection Service (TPS) will place the students in a suitable alternative course at no extra cost to the students.

2. Refund applications must be made in writing to Australian Centre of Further Education. The student refund application form, available from Australian Centre of Further Education's website, may be used as the written application. Written applications for refunds will also be accepted by mail or by email to the details listed above.
3. All refunds must be in accordance with ESOS legislation (for international students) and the refund agreement signed by the student and maintained in their individual student file.
4. Fees not listed in the refund section of the student's Written Agreement are not refundable.
5. For Australian Centre of Further Education default on the agreement refunds must be made within 14 days of the default date.
6. For a student default on the agreement or withdrawal from the course, refunds will be made within 28 days of written notification being the refund application form received by Australian Centre of Further Education.
7. A written explanation as to how the refund was calculated will be emailed to the student. A copy of the refund agreement that was signed by the student may accompany student refunds.
8. The CFO or a delegate will approve student refunds.
9. Details of refunds provided will be maintained in the individual student's file.

#### Tuition Protection Service (TPS)

1. Notify the TPS via PRISMS of additions and deletions of courses and qualifications from Australian Centre of Further Education's scope of registration.
2. Notify the TPS via PRISMS of variations in fees and length of courses and qualifications.
3. Pay the annual TPS Levy when it is due.
4. If Australian Centre of Further Education defaults, notify the TPS in writing via PRISMS through the Enrolment Officer, within 3 business days of the default occurring and notify students in relation to whom Australian Centre of Further Education has defaulted.
5. To meet Tuition Protection Service (TPS) reporting obligations, Australian Centre of Further Education only needs to report on whether it has provided a refund to a student in two cases of student default:
  - a. where a student's visa is refused, even if there is a compliant written agreement in place
  - b. where there is no compliant written agreement in place.

#### Document Control

<b>Document No. &amp; Name:</b>	Fees and Refunds P&P
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