

Fees and Refunds Policy and Procedures

Purpose

This Policy and Procedures outline Australian Federation College approach to the effective and fair management of fees, charges and refunds. This ensures that support is provided to students to assist them to complete their studies.

This Policy and Procedures meet the requirements of Clause 5.3, 7.3 and Schedule 6 of the Standards for RTOs 2015 and Standards 2 and 3 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018, as well as the ESOS Act 2000 and the ESOS (Calculation of Refund) Specification 2014.

Policy

Australian Federation College (AFC) is committed to providing students with information about all fees and charges associated with a course, as well as its refund policy and processes.

Prospective students can access information about fees and charges and refunds in the **International Student Handbook** and Course Brochure.

Enrolling students are fully informed of all fees and charges and the refund policy in the **Offer Letter and Student Agreement**.

The **Offer Letter and Student Agreement** includes details of all applicable fees and charges, including the application fee, tuition and non-tuition fees and the payment schedule for such and payment options. It also describes the student's consumer rights, including the right to a cooling off period depending on the relevant state/territory requirements.

Students are advised of the potential for fees and charges to change over the duration of their course.

Students are advised of any statutory cooling off period in their **Offer Letter and Student Agreement**.

All fees and charges will be reviewed annually and all marketing material and student information will be updated accordingly. New fees and charges will generally only apply to incoming students.

Additional Fees

Additional fees that may apply in addition to tuition and non-tuition fees include:

Additional Fees that May Apply	Amount
Deferral Fee	Nil
Re-assessment Fee (students have a total of 2 attempts without a fee, during the unit facilitation period, and any attempt thereafter will incur the stated fee).	\$100 per unit of competency
Fees for Late Payment of Course Fees	\$50 per week for each week the payment for course fee is delayed
Credit Transfer	Nil

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Additional Fees that May Apply	Amount
RPL	- Application fee of \$250 - Unit RPL assessment fee \$500
Changes in CoE Details	\$50 per CoE
Change of Course Request (including Internal Course Transfer Request) Administration Fee	\$250
Unit Re-enrolment Fee	\$300 per unit
Reinstate Enrolment	\$250
Re-issuance of Records (Certificate & Transcript)	\$100
Student Card Re-issuance	\$20
Airport Pick-up Arrangement Fee	Will be advised upon request
Temporary Accommodation Arrangement Fee	Will be advised upon request
Loss of Library Books	Replacement cost no more than \$120.

Fee Protection

Fees paid by students are protected as follows:

- International students - international student fees are protected through the following mechanisms:
 - Maintaining a sufficient amount in our account so that we are able to repay all tuition fees already paid.
 - Through our membership of the Tuition Protection Scheme (TPS). The role of the TPS is to assist international students where we are unable to fully deliver our course of study. The TPS ensures that international students are able to either complete their studies in another course or with another education provider or receive a refund of their unspent tuition fees.
 - In addition, international students are not required to pay more than 50% of course fees prior to commencement, except where a course is less than 26 weeks. However, any international student may choose to pay their fees in full or a greater amount than 50%.

Payment Requirements

Payment options are specified in the **Offer Letter and Student Agreement**.

All fees and charges are to be paid by the date indicated on the invoice. However, where a student is unable to make a payment by the specified date, alternative arrangements may be made by contacting the office.

All payments are to be made by bank transfer into a specified account, the details of which are provided to students. Australian Federation College will maintain a sufficient amount in the account so that it is able to repay all tuition fees already paid.

Where fees are overdue and the student has not made alternative arrangements, a first warning, second warning and notice of intention to report regarding non-payment of fees will be sent to the student as follows:

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- First warning letter - failing to pay an invoice within 5 working days of receipt or contacting us to make alternative arrangements.
- Second warning letter - failing to pay an invoice within 5 working days of receipt of the first warning letter or contacting us to make alternative arrangements.
- Notice of intention to report - failing to pay an invoice within 5 working days of receipt of the second warning letter or contacting us to make alternative arrangements.

Failing to pay an invoice within 20 working days of receipt of the notice of intention to report letter will result in cancellation of the student's enrolment with Australian Federation College.

Following cancellation of enrolment due to non-payment of fees, student's debt will be referred to a debt collection agency.

All receipts of payments are kept for a minimum of 2 years following the students' completion/cancellation of their course.

Course Transfer and RPL

A reduction of fees can apply for any units granted through course transfer and RPL. The course tuition fees should be divided by the number of units and then the reduction applied per unit for the applicable number of units. This should be shown on the invoice.

Refunds

Refunds for international students are calculated in accordance with the ESOS framework.

All enrolment (application) fees are non-refundable. If we cancel a course either before or after it starts, students will receive an automatic refund and do not need to complete the **Refund Application Form**. The refund will be provided within 10 working days of the default.

In all other circumstances, students are required to complete and submit a **Refund Application Form** which can be accessed from our office or our website. This form outlines the information and/ or supporting evidence that should be provided with a refund request.

This form must be submitted within 10 working days of the event that led to the request for the refund. The written outcome of the refund assessment will be forwarded to the student within 20 working days, as well as any applicable refund.

Refunds will be paid to the student or to the person or organisation who has paid the course fees (on behalf of the student) and will be paid in Australian Dollars. The refunds referred to are net amounts only received by Australian Federation College and do not include any service charge or commissions levied by education agent or intermediaries acting on student's behalf/authority.

The refund policy does not remove the right of the student to take further action under Australian Consumer Law.

International Students Refunds

In addition to the above circumstances, refunds apply as follows:

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Circumstances	Refund Due
Australian Federation College cancels course before commencement.	Full refund of all fees paid except enrolment fee.
Australian Federation College cancels course following commencement.	Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Australian Federation College has not provided a Student Agreement that meets the requirements of the National Code 2018.	Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Student withdraws with a written request 60 days or more prior to course commencement.	Except enrolment fee, refund of 90% of all other fees and charges.
Student withdraws with a written request 28 days or more prior to course commencement.	Except enrolment fee, refund of 80% of all other fees and charges.
Student withdraws with a written request 27 days or less prior to course commencement.	Except enrolment fee, refund of 70% of all other fees and charges.
The student does not commence on the agreed start date and has not previously withdrawn.	No refund. Fees for full Study Period (Term) to be paid to AFC.
Student withdraws after commencement or during course progression (on or after the instalment dates as per the 'Payment Schedule' written on the 'Offer Letter and Student Agreement_International Student').	No refund. Full fees for the current instalment period to be paid to AFC (irrespective of the length of study undertaken for that fee instalment period).
Student's enrolment is cancelled due to disciplinary action.	No refund. Fees for full Study Period (Term) to be paid to AFC.
Student breaches a visa condition	No refund. Fees for full Study Period (Term) to be paid to AFC.
The student has supplied incorrect or incomplete information causing Australian Federation College to withdraw the offer of the course prior to commencement.	No refund. Fees for full Study Period (Term) to be paid to AFC.
The student is refused a visa because they did not start their course at the agreed location on the agreed starting day or they withdrew from their course with Australian Federation College.	No refund. Fees for full Study Period (Term) to be paid to AFC.
The student is refused a visa and therefore does not commence their course on the agreed starting day or	All fees except enrolment fee of \$250 and an administration fee of \$250 (AFC will retain a total amount of \$500).

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Circumstances	Refund Due
withdraws from the course on or before the agreed starting day because of the visa refusal.	Remaining fees will be refunded.
The student is refused a visa and has already commenced their course.	AFC will retain those fees for any completed study terms the student has been offered, plus an administration fee of \$250. Remaining pre-paid fees will be refunded.
The student is refused a visa due to providing 'bogus document, false or misleading information' as per the 'IMMI Refusal Notification with Decision Record' letter.	Enrolment fee of \$250, an administration fee of \$250 and fees for full Study Period (Term) to be paid to AFC. Remaining fees will be refunded.

Procedures

1. Process Invoices

- 1.1 Set up invoices in the accounting system as per the payment schedule in the signed **Offer Letter and Student Agreement**.
- 1.2 Send out payment reminder notices and invoices to students at least seven (7) days before the scheduled payment due date.
- 1.3 Once the invoice has been paid, send out a receipt of payment from the accounting system.
- 1.4 Record payment in PRISMS following recording payment instructions included in the PRISMS user guide.
- 1.5 Keep all receipts of payments for a minimum of 2 years after the student has completed their course.

2. Manage Overdue Fees

- 2.1 Check accounting system for overdue payments.
- 2.2 Where invoices remain unpaid and students failed to contact AFC to make an alternative payment arrangement within due date, send out a First Warning Letter for non-payment of fees.
- 2.3 If fees remain unpaid after a further 5 working days and students failed to contact AFC to make an alternative payment arrangement within this time, follow up with a Second Warning Letter for non-payment of fees.
- 2.4 If fees remain unpaid after a further 5 working days and students failed to contact AFC to make an alternative payment arrangement within this time, follow up with a Notice of Intention to Report for non-payment of fees.
- 2.5 Where the student does not pay their fees or appeal the decision within 20 working days of receipt of the Notice of Intention to Report letter, report AFC decision to cease enrolment for non-payment of fees on PRISMS according to the instructions provided in the PRISMS user guide.
- 2.6 Following cancellation of enrolment due to non-payment of fees, debt will be referred to a debt collection agency.

3. Process Refunds

- 3.1 For provider default, notify students in writing using the **Student Notice of Default Form** within 3 working days of the default occurring.
- 3.2 Transfer the refund to the person who made the payment.
- 3.3 Process all other refunds according to the refund table and on receipt of a request for refund from a student on **Application for Refund Form**.

4. Notify Provider Default

- 4.1 In relation to provider default, notify in writing to ASQA and the TPS of the default within 3 working days of it occurring using the Notice of Provider Default Form.

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4.2 Submit a Notice of Discharge of Obligations to ASQA and the TPS advising of the actions taking and within 7 days of completing all required actions.

Responsibilities

Administration/ Accounts Officer will be responsible for:

- issuing payment reminders.
- discussing and adjusting student financial arrangements if required.
- assist in assessing and approving refund applications.
- following up on overdue fees and issuing warning letters as required.

Accounts Officer will be responsible for:

- issuing invoices.
- accurately managing, recording and reporting financial activities.
- accurately update financial records in Xero.

The Academic Coordinator (or a delegate) will be responsible for:

- issuing Notice of Intention to Report letter.
- overseeing adjustment of student financial arrangements as required.
- overseeing assessment and approval of refund applications.
- overseeing following up on overdue fees and issuance of warning letters.

The CEO/PEO (or a delegate) will be responsible for:

- issuing refunds.
- provider default notification.