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## Fees and Refunds Policy

### Purpose

The purpose of this policy is to outline Australian Training and Education Group (ATEC)'s approach to managing fees and refunds and to demonstrate how fees paid in advance and refund are protected by ATEC. This complies with two headings of Standard 2 - Information prior to accepting students and Standard 3 - What is included in a written agreement from the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018.

### Definitions

**ASQA** - Australian Skills Quality Authority, the national VET regulator and the RTO's registering body

**DET** - Department of Education and Training

**ESOS Act** - Education Services for Overseas Students Act 2000

**National Code** - National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018

**PRISMS** - Provider Registration and International Students Management System

**Provider default** - 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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.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** - the Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework

### Policy

#### Protection of fees paid in advance

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

For **domestic** students, fee protection is ensured through:

- ATEC does not require a student to ever pay more than AUD1500 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.

- ATEC, to meet its obligations under ESOS Act 2000, will collect only 50% of the total tuition fees for courses with more than 25 weeks of duration. Students are not required to pay more than 50% of the fees upfront if their course runs for more than 25 weeks however they can pay if they choose to.

### **Fees and refund information**

Prospective and current students are advised of the fees associated with a course in the Student Agreement. In compliance for international students either provided prior to enrolment (standard 2) or commencement of training (Standard 3), fee information is always according to the National Code 2018. Fee information provided to domestic and international students includes:

- All students will receive fees due reminder a month prior to the due date. Student can follow the payment plan in their letter of offer for the designated course.
- All relevant fee information, including fees that must be paid and payment terms
- Details of the potential for tuition and non-tuition fees to change during the student's course as relevant
- Deposits and refund information and conditions relating to these
- The learners rights under the consumer law in NSW - mandatory 10 days cooling off periods which consumers can cancel a purchase without penalty.

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 ATEC.

### **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 clearly itemise tuition fees, and non-tuition fees.

- Course fees do not include required learning materials. These are an additional cost, as outlined on the Course Outline.
- 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 AUD\$150 per request.
- Course fees do not include Overseas Student Health Cover or other optional extras. These fees are an additional cost as outlined in the Letter of Offer.

### **Fee Payments**

- All students are sent a 'fees due' reminder a month prior to the due date.

- Students must pay fees by the due date to avoid penalties and other sanctions such as preclusion from attending classes, submitting assessments and receiving documents. Penalties apply for fees received after due dates.
- All fees must be paid in Australian dollars only.
- Students are responsible for keeping receipts for any payments made to ATEC.
- ATEC reserves the right to review its fees regularly and may change its fees during student's enrolment.

## Late payments

**Domestic 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 the due date. ATEC 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** will be charged a AUD\$100 late fee per week for overdue tuition fees until it is all paid. Students who do not pay their fees will be reported to DET via PRISMS under student default.

## Refunds Policy

ATEC's refund policy observes the principles outlined in the Education Services for Overseas Students (ESOS) Act 2000 and National Code 2018. ATEC will monitor and review pricing as part of the continuous quality improvement strategies in order to ensure ATEC offers quality training for a fair and reasonable price. All relevant course, fees and refund information will be made available to clients prior to enrolment.

## Refunds – domestic students

- If ATEC cancels the course prior to commencement for whatever reason, the student will receive a full refund.
- If ATEC cancels the course after commencement the student will receive a pro-rata refund for services already provided up to the day the course stops; alternatively, ATEC may also offer the student a transfer to another course, this choice is for the student to make.
- If a refund is requested more than 28 days before course commences, a full refund, less 25% of the tuition fee paid will be provided.
- If a refund is requested within 28 days prior to the course commencement date, tuition fees will be refunded less a cancellation fee of 50% of the tuition fees paid.
- If ATEC cancels a course or in case of ATEC default, paid fees are refunded in full within 14 days of the official announcement of the decision to default.

- If the student wishes to change their enrolment into another course at ATEC prior to course start, course fees paid will be transferred to new course
- No refund is given if:
  - a) a refund is requested after the course commencement;
  - b) a student applies for RPL and the application is unsuccessful;
  - c) a student fails to comply with terms and conditions of enrolment and/or ATEC policies and procedures;
  - d) a student provides false or misleading information.
  - e) student is excluded for misbehaviour.
- Refunds for students who enrolled for multiple courses on a packaged offer will be processed as per the above conditions

### Refunds – international students

Students are eligible for a refund in the following situations:

- When the student withdraws from course prior to 28 days of the course start date, ATEC will refund the total amount received prior to the default day less:
  - a) 25% of the tuition fees received
  - b) Any other costs incurred by the ATEC on behalf of student
- When a student is refused a student visa and as a consequence fails to start on the agreed starting date or withdraws from a course on or before the agreed starting start date. In this case ATEC will, within 28 days, refund the tuition fees less 5% of the tuition fees received (up to a maximum amount of \$500).
- When a student is refused a student visa after they have already commenced the course. In this case ATEC will, within 28 days, refund on a pro rata basis, the Tuition Fees for the weeks from when the student withdrew from the course until the end of the period that the Tuition Fees have been paid to (that is, on a pro rata basis) apply to - as per Section 8, 47B of the Education Services for Overseas Students (Calculation of Refund) Specification 2014. (<https://internationaleducation.gov.au>)
- In cases of ATEC default which is defined as being when:
  - (a) ATEC fails to start to provide the course to the student on the agreed starting day; or
  - (b) the course ceases to be provided to the student at any time after it starts but before it is completed;
  - (c) the student has not withdrawn from the course before the ATEC's default.
  - (d) ATEC is prevented from offering a course at a location because a sanction has been imposed on it under Part 6 of ESOS Act.

ATEC may arrange for a suitable alternative placement within 14 days after the default day. If the student accepts this offer of a placement, the student needs to sign an acceptance document.

Alternatively, if ATEC is unable to offer a suitable alternative placement or student does not accept the alternative suitable placement chosen by the ATEC, then ATEC will pay the refund to the student, as determined by Education Services for Overseas Students (Calculation of Refund) Specification 2014 (<https://internationaleducation.gov.au>)

Students will be advised of a default situation in advance (where possible) and will be sent a letter explaining how any refunds will be calculated.

A full refund (minus processing and any non-refundable fees) will be paid into the authorised account notified by the student within 14 days of the default day.

In the event, ATEC does not satisfy its obligation to an affected student, the TPS (Tuition Protection Service) Director will facilitate access for the student to course placement or refunds.

No refund will be provided in the following cases of Student default, defined as being when:

- a) the student does not start the course on the agreed course start date (and has not previously withdrawn); or
- b) the student withdraws from the course either before or after the agreed course start date; or
- c) the student withdraws from the course within 28 days of the course start date
- d) the student decides to change provider after commencing the course
- e) the student defers his/her course to a later date
- f) the student abandons his/her course after starting for whatever reason
- g) the student's enrolment is cancelled due to:
  - i. student's misbehaviour; or
  - ii. failure to pay required fees to undertake the course; or
  - iii. student breaching his/her visa conditions

No refunds will be provided in the following instances:

- (a) where changes occur in student work hours, student changes or leaves work
- (b) it becomes inconvenient for a student to travel to class
- (c) the student moves to a different geographic location

Refunds for students who enrolled for multiple courses on a packaged offer will be processed as per the above conditions.

## Process for claiming refunds

- Students who are requesting a refund must complete the Refund Application Form (available from our Student Support Officer) and send it, along with all supporting documents such as the visa refusal letter, to the Student Support Officer, ATEC, Level 4, 28 Foveaux Street, Surry Hills, NSW 2010. Bank charges will be deducted from the refunded amount. 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.
- In all cases, ATEC will notify students of the outcome of the application for refund within 28 working days of receipt of a completed and signed application for refund and applicable evidence.
- Approved refunds requests will be paid within 4 (four) weeks from the approval date.

- Refunds will be paid directly into the authorised account of the person who entered into the contract with ATEC, unless ATEC receives a written direction from the applicant to pay someone else.
- Refunds will be paid in Australian dollars.
- All bank fees/charges incurred in issuing the refund will be deducted from the refund amount.
- Students are not permitted to transfer course fees to another student unless the ATEC approves it.

### **Outcomes of refund decisions**

ATEC will provide the outcome of the refund assessment in writing to the student's registered email address, outlining the decision and reasons for the decision along with any applicable refund or adjustment notice. Students who are requesting a refund must complete the Refund Application Form (available from our Student Support Officer) and send it along with all supporting documents such as the visa refusal letter to:

Student Support Officer, Australian Training and Education Group  
Suite 2, Level 2 224 – 238 George Street  
Liverpool, NSW 2070

Bank charges will be deducted from the refunded amount. 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.

### **Recordkeeping**

All fees payments and refunds related records are kept in student management system. All paper copies of refunds related records are kept in student files.

### **Authorities**

The staff member who is authorised by the CEO will:

- a) receive fees
- b) verify bank deposits
- c) record payments,
- d) issue fee due reminders
- e) monitor payments
- f) process and make decisions on refund requests
- g) approves internal fees transfers.

Authorised officer may seek advice from the CEO on all these matters.

### **Associated policies and documents**

- Application for refund

- Refund statement
- Fees due reminder letter (Finance Manager)
- Intention to cancel enrolment letter (Student Support Officer)
- Receipt of payment (Finance Manager)
- Invoice (Finance Manager)
- Enrolment Agreement (Student Support Officer)
- Fees and Charges List
- Credit Card Authorisation Form

## Document Control

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<b>Standards and ACT</b>	ESOS ACT 2000, National Code 2018, Australian Consumer Protection Law