

Fees and Refund Policy

(Overseas Students)

Purpose

Fees and Refund Policy and Procedure ensures that Central Australian College (CAC) would communicate information and grant fees and refunds by a written agreement and assures that all criteria established for granting fees and refunds are made in accordance to the Education Service for Overseas Students (ESOS) Act 2007 and Standard for Registered Training Organisation (SRT0) 2015 regulatory requirements.

Scope

This policy applies to prospective overseas students who have accepted a place at CAC and overseas students currently enrolled at the College. This policy is developed adhering to the ESOS Act 2000: National Code 2018 Part D Standard 2, Standard 3; Part 5 Division 2 Subdivision A, Part 5 Division 2 Subdivision B and SRT0 2015: Standard 5 Clause 5.3, Schedule 6.

The Accounts Manager and Accounts Officer are responsible for the implementation of this policy and to ensure that staff and students are aware of its application and procedures.

Definitions

Term	Definition				
Agreed Start Day	Agreed Start Day means the day on which the course is scheduled to start as per the CoE, or a later date agreed between Central Australia College (the College) and the Student for the start of the course.				
Agreement	Student Agreement is a legal document provided to the student along with the Letter of Offer. Students are required to sign the agreement to reflect their acceptance of the conditions of enrolment for the course of study.				
CAC	Central Australian College also referred in this document as the College.				
CoE	Certificate of Enrolment				
College defaults	The College defaults when: <ol style="list-style-type: none"> the course does not start at the location on the agreed starting day; or the course ceases to be provided at the location at any time after it starts but before it is completed; or the course is not provided in full to the student because of a sanction imposed on the College; and the student has not withdrawn before the default day. 				
Commencement Date	Commencement Date refers to the date COE starts for international student unless the student has applied for deferment.				
DoHA	Department of Home Affairs				
ESOS	Education Services for Overseas Students Act 2000				
Fees and Charges	<table border="1"> <tbody> <tr> <td>Application Fee (Enrolment fee)</td> <td>The Application Fee or Enrolment Fee are non-refundable fees that are charged to the students for processing enrolments.</td> </tr> <tr> <td>Course Variation Fee/ CoE Variation Fee</td> <td> Course Variation Fee or CoE Variation Fee are applicable in the following scenarios: <ol style="list-style-type: none"> when the student changes course e.g. transfers from Diploma of Automotive Technology to Diploma of Automotive Management when the student defers from the course when the student re-enrols in the course </td> </tr> </tbody> </table>	Application Fee (Enrolment fee)	The Application Fee or Enrolment Fee are non-refundable fees that are charged to the students for processing enrolments.	Course Variation Fee/ CoE Variation Fee	Course Variation Fee or CoE Variation Fee are applicable in the following scenarios: <ol style="list-style-type: none"> when the student changes course e.g. transfers from Diploma of Automotive Technology to Diploma of Automotive Management when the student defers from the course when the student re-enrols in the course
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	iv. and other cases where student requests to change their CoE.
Course Withdrawal Fee	Course withdrawal fees are fees that will be charged in case of student default for reasons other than visa rejection.
Late Payment Fees	Late payment fee may be applicable when the student fails to pay the fee on due date.
Material Fee	A non-tuition fee charged for the cost of providing course materials, textbooks, student guides and resource materials that are retained by the student as their personal property. Material Fees are charged up front for the entire course.
OSHC Fee	As part of the student visa condition overseas student need to maintain OSHC (Overseas Student Health Cover). If the student does not have an OSHC, they can request CAC to apply on their behalf. OSHC fee is payable, if the health insurance is done through CAC.
PPE	Students enrolled in Automotive courses are required to wear personal protective equipment (PPE) for practicals in the automotive workshop. PPE fee may apply to student enrolled in Automotive courses. The students have an option to source their own personal, protective equipment (PPE).
Pre-paid tuition fee	Prepaid fee is the fee paid in advance for the course/term before its agreed start date.
Re-assessment Fee	Re-assessment fee is payable when the student needs to be re-assessed for a unit of competency.
Re-enrolment Fees	Re-enrolment fee is the processing fee payable when the student is re-enrolled in a course to complete the remaining units of competencies to gain the qualification.
Readjusted Tuition Fees	Revised tuition fee is applied when there is a variation in course duration for reasons such as credit transfer.
Replacement Certificate Fees	Replacement certificate fees is payable, when the student requests CAC to re-issue certificates such as Qualification Certificate; Statement of Attainment and Transcript.
Scholarships	
Tuition Fee	The Tuition Fee is a compulsory academic fee payable by the students for enrolled courses offered by the College. It excludes course material fee.
Urgent Service Fee	Urgent service fee is charged if the student request for Certificates to be issued within 24 hours of the request. Certificates includes: <ol style="list-style-type: none"> i. Qualification Certificate ii. Transcript iii. Statement of Attainment iv. Letter of completion v. Course progress letter vi. Other urgent letter requests
Record	Records means any document within the meaning of the Evidence Act 2008 (Vic) including: <ol style="list-style-type: none"> a. anything on which there is writing; b. anything on which there are marks, figures, symbols or perforations c. having a meaning for persons qualified to interpret them; d. anything from which sounds, images or writings can be reproduced with

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	or without the aid of anything else; or a map, plan, drawing or photograph
SRTO	Standards for Registered Training Organisations
Term	At CAC, term or stage is a study period of 11 weeks (excluding term breaks and re-assessment weeks).
TPS (Tuition Protection Service)	Tuition Protection Service is a national placement and refund service for all registered CRICOS providers.
Student default	<p>A student default occurs when the College refuses to provide, or continue providing, the course to the student because of one or more of the following events:</p> <ol style="list-style-type: none"> the course starts on the agreed starting day, but the student does not attend the classes on that day (and has not previously withdrawn); or the student withdraws from the course (either before or after the agreed starting day); or the student failed to pay an amount he or she was liable to pay to the College, directly or indirectly, in order to undertake the course; the student breached a condition of his or her student visa; or misbehaviour by the student.

Policy

Central Australian College assures where fee is collected from the individual learner, either directly or through a third party, the College provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:

- All relevant fee information including:
 - Fees that must be paid to the College; 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 College in the event if:
 - An arrangement is terminated early; or
 - The College fails to provide the agreed services.
- Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS requirements and the Tuition Protection Service Framework.

The policy statement ensures the following items are being implemented:

1. Student Agreement:

Written agreements between Central Australian College and students set out the services to be provided, fees payable and information in relation to refunds of tuition fees. Central Australian College 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. Student Agreement is provided along with the Letter of Offer which includes:

- 1.1. outlines of the course or courses in which the student is to be enrolled, the expected course start date, the location(s) at which the course will be delivered, the offered modes of study for the course, including compulsory online and/or work-based training, placements, and/or other community-based learning and/or collaborative research training arrangements

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- 1.2. outlines any prerequisites necessary to enter the course or courses, including English language requirements
- 1.3. lists any conditions imposed on the student's enrolment
- 1.4. lists all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their course commences)
- 1.5. provides details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply
- 1.6. sets out the circumstances in which personal information about the student may be disclosed by the registered provider, the Commonwealth including the TPS, or state or territory agencies, in accordance with the Privacy Act 1988
- 1.7. outline the registered provider's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals)
- 1.8. states that the student is responsible for keeping a copy of the written agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees only use links to provide supplementary material.
- 1.9. The written agreement 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:
 - (i) 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)
 - (ii) processes for claiming a refund
 - (iii) 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
 - (iv) a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
 - (v) 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".

2. Fees and charges include:

- 2.1. Fees and charges include the items listed in the *Definition* section of the Fees and Refunds Policy (overseas students).
- 2.2. All relevant fees are outlined in the International Student Prospectus, College website, Letter of Offer in Student Agreement section.
- 2.3. Prior to the student enrolment, fees may be altered without notice. Once a student has completed enrolment, fees will not be subjected 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.
- 2.4. Students Accounts Team is responsible for reviewing and updating the Tuition and Non-Tuition Fees as required.
- 2.5. Any updates and changes in the Tuition and Non Tuition fee should be circulated to all stakeholders.
- 2.6. Compliance Team is responsible for reviewing and publishing the Tuition and Non Tuition fee as outlined in section 2.2.

3. Refunds include:

- 3.1. All refund requests are conditional of the following:
 - a. The College must have had received funds in order for any refunds to be made available (i.e. cheques are cleared, telegraphic transfers have been received);

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- b. Any debts to the College must be paid in full or the outstanding amounts will be deducted from the refund.

3.2. College default

- a. In an unlikely event that the College is unable to start or continue to deliver the course after a period of commencement (known as College Default), the Student can choose to accept either:
- i. a refund of the course fees, which will be issued to the Student within 14 days; or
 - ii. to be arranged to be placed in an alternative course with the College or another provider. If the Student chooses placement in an alternative course, the Student must sign a new written agreement to indicate the student has accepted the placement.
- b. If the student chooses to receive a refund of the course fees after commencing the course, the College will calculate the unspent portion of the tuition fees paid to date (i.e. tuition fees the student has paid for but has not been delivered by the College). The refund will be paid within 14 days on which the course ceased to be provided.
- c. If the College is unable to provide a refund or place student in an alternative course, the Tuition Protection Service (TPS) will provide the student with options for suitable alternative courses (if any such courses are available) or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director.
- d. The college must give notice to the ESOS agency and the TPS Director within 7 days after the end of the obligation period as per Part 5 Division 2 Section 46F sub-section 3 of the ESOS Act 2000, refer to the Governance Policy and Procedure.

3.3. Student defaults and withdrawal

- a. When student defaults or where written notice of withdrawal is received by the College **before the agreed start date** of the course, the College will refund the fees as per the table below less an administration fee.

Outline of Refunds	
Conditions	Refunds applicable
1. Enrolment Fee	Non- refundable
2. Withdrawal due to visa rejection	
a. Visa rejection prior to course start date	Fees received from student Less Application fee or 5 % of tuition fee of all courses enrolled by the student whichever is less
b. Visa rejection after course start date	Unused portion of the tuition fee minus the Application fee, other non-tuition fees, paid up to the visa rejection date (calculated on a weekly basis)
3. Withdrawal due to student defaults other than visa rejection	Pre-paid tuition fees received from the student Less Course withdrawal fee*

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*Course withdrawal Fee

Withdrawal fee for Graduate Level Course	\$1000
Withdrawal fee other VET course	\$500

Note: For the amount of fees charged please contact the Accounts Department.

- b. If the refund application is approved, refunds will be made available within 28 days (20 working days) of written notification being received by the College.
- c. In case of Student withdrawal refund will be calculated on percentage of total outstanding term fees, less the administration fee.

3.4. Special circumstances

Where a student withdraws from the course and returns home because of exceptional and extenuating circumstances of a compassionate nature, such as a death or severe illness in the immediate family, 100% of all the unspent fees paid less any administration fees will be refunded.

3.5. The Australian Government refuses visa

a. For offshore applicants

If the student visa application or visa renewal is refused by the Australian Government, a full refund of course fees less the administration fees will be made. In order to receive the refund student will be required to provide authenticated evidence of the student visa refusal to the College.

b. For onshore applicants' refunds will be processed using the method as prescribed by Education Services for Overseas Students (Calculation of Refund) Specification 2014 outlined below:

i. Method for working out amount of refund in event student fails to start a course due to visa refusal:

- a. the student was refused a student visa; and
- b. the refusal was a reason for the student's failure to start the course on, or withdrawal from the course on or before, the agreed starting day;

For the condition above the amount of a refund is the amount of the course fees, minus the lesser of the following amounts:

- (a) 5% of the amount of course fees received by the provider in respect of the student before the default day;
- (b) \$500.

Note: The course fees for a course is the sum of:

- (a) the tuition fees received by CAC in respect of the student; and
- (b) the non-tuition fees (if any) received by CAC in respect of the student.

ii. Method for working out amount of refund in event of other student default

Note: This section would apply where a student whose visa has been refused has withdrawn from the course after it commenced, or has failed to pay an amount he or she was liable to pay CAC in order to undertake the course.

the amount of a refund is calculated as follows:

$$\text{refund amount} = \text{weekly tuition fee} \times \text{weeks in default period}$$

Please refer to Education Services for Overseas Students (Calculation of Refund) Specification 2014 for further information.

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4. Tuition Protection Services includes:

- 4.1. Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS requirements and the Tuition Protection Service Framework.
- 4.2. Central Australian College receives no more than 50% of the total tuition fee for the course before the student commences the course that is more than 24 weeks (or 100% of the total tuition fee for short courses that fall within one study period of 25 weeks or less) and then, after the student commences the course, Central Australian College will not require the student to pay any further tuition fee until 2 weeks before the start of the second study period. However, Students or the person responsible for paying the tuition fees, can choose to pay more than 50% of the tuition fee before they start their course.
- 4.3. If a student pays more than 50% of the total tuition fee for the course that is more than 24 weeks before the student commences the course, there is no requirement for the CAC to return the excess amount, unless it is an overpayment of the total tuition fees.
- 4.4. 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 full pre-paid tuition fee the student has paid to date less a \$250 Administration fee. The refund will be paid to the student within 14 days of the day on which the course ceases to be provided.
- 4.5. 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 full refund of pre-paid tuition fees, 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 to get a refund of the student's unspent tuition fees if a suitable alternative is not found.
- 4.6. The College implements requirements for Provider Default – Part 5, Division 2 Subdivision A of the ESOS Act.
- 4.7. The College implements requirements for Student Default - Part 5, Division 2, Subdivision B of the ESOS Act

Procedures:

Central Australian College ensures that the above detailed policy statement is executed by the following procedures:

1. Fees Payment procedure

- a) Before getting their Confirmation of Enrolment, a student must pay relevant fees stated in their Letter of Offer and Student Agreement to the College that will be put in the designated pre-paid fees account. Students are not required to pay more than the initial tuition fee amount as stated on their offer letter (or more 50% of the tuition fee) before the start of the course. However, students have a choice to pay more than 50% of the fees or the full course fees up front if they wish to. Any amount of fees paid before the start of the course will be reflected on the student's Confirmation of Enrolment (COE).
- b) Fees paid and refunds given in are recorded in the accounting system so that each student or client's financial status is known.
 - i. Details of student accounts are maintained in each student's electronic file.
 - ii. Overseas student visa holder fees are protected by the Tuition Protection Service.
- c) Payments not made in accordance with the agreed Payment Plan or by the agreed due date will incur a late fee of \$50 per week. If the student opts for monthly payment plan they will be required to make the payment via direct debit on first of every month.

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- d) Tuition fees are payable to Central Australian College by a bank draft or telegraphic transfer (or other approved payment options) in Australian dollars made payable to Central Australian College. All fees paid by credit card will incur an additional fee of 2.0%.
- e) Students who do not pay their fees by the due date and fail to do so in a timely manner will not be issued with a timetable or will not be able to access classes until fees are paid. The inability to attend classes may result in students having to repeat missed work and/units.
- f) Continued unpaid fees will result in the automatic cancellation of a student's enrolment at the end of any appeals process. International students are required to demonstrate to the Australian government sufficient funds to cover their studies in Australia. As such financial hardships is not considered grounds for appeal.
- g) The course fee covers only tuition fees. All other charges such as text books, equipment and enrolment fees are additional cost. You will need to ensure that you have sufficient funds to cover the additional cost that will be charged.
- h) The tuition fee charged to the student will remain the same provided the student remains enrolled in the same course. If the student changes course a new tuition fee will apply.
- i) If the students visa status changes (e.g. becomes a temporary or permanent resident) the student will continue to pay full overseas student fees for the duration of the enrolled course unless withdrawn earlier.
- j) The college does not accept liability for any fees paid to an agent or third party in relation to an application for enrolment.
- k) The college reserves the right to engage third party to recover any outstanding fees payable to the college. The cost to the college of engaging a third party to recover such outstanding fees will be charged to the student.

2. Refund procedure

- a. The Student must complete Refund Application Form to apply for a refund and attach all evidences and supporting documentations. Such document may include, but not limited to:
 - i. a completed course withdrawal forms provided by the College and
 - ii. a letter from DoHA advising of a rejection of the student visa application or a refusal to extend a student visa; or
 - iii. proof of extenuating circumstances of a compassionate nature; or
 - iv. an unconditional offer letter from another institution along with a DoHA approved letter to transfer
- b. For a College default on the agreement, refunds will be made within 14 days of the default date.
- c. All other refunds will be made within 28 days (20 working days) of written notification from the student being received by the College.
- d. The CEO or the delegate must approve student refunds.
- e. Refunds will be paid to the student or to the person nominated by the student on the refund application in Australian dollars.
- f. Details of refunds provided will be maintained in individual student files.

3. Payment of Refunds

- a. Payment of refunds to the applicant will be made in Australian dollars by a bank draft or telegraphic or electronic transfer (or other approved payment options).
- b. Bank fees or postage charge apply.

4. Student's Rights to Appeal

- a. Any student who is refused a refund by the College may appeal within 14 days in writing to the Student Administration Officer.

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- b. The College's appeal process does not circumscribe the student's right to pursue other legal remedies.
 - c. This agreement, and the availability of complaints and appeal processes, does not remove the right of the student to take action under Australia's consumer protection laws.

Policy Reference:

- ESOS Act 2000, The National Code 2018 Standard 2
- ESOS Act 2000, The National Code 2018 Standard 3
- ESOS Act 2000 Part 5 Division 2 Subdivision A
- ESOS Act 2000 Part 5 Division 2 Subdivision B
- Education Services for Overseas Students (Calculation of Refund) Specification 2014
- SRTO 2015, Standard 5 Clause 5.3
- SRTO 2015, Schedule 6

Relevant policies and procedure:

- Enrolment Policy and Procedure (Pre- enrolment information)
- Complaint and Appeals Policy and Procedure

Relevant forms and documents:

- Offer Letter
- Student Agreement
- Confirmation of Enrolment
- Refund Application Form
- Students Prospectus
- Students Handbook

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