



SC5-I: Fees and Refunds Policy & Procedures

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Purpose

The purpose of this policy and procedure is to outline Elizabeth Institute's approach to managing fees and refunds and to demonstrate how fees paid in advance are protected by Elizabeth Institute.

This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards, as well as the ESOS Act and the National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 2 and 3.

Definitions

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

DET means Department of Education and Training

ESOS Act means Education Services for Overseas Students Act 2000

National Code means National Code of Practice for Providers of Education and Training to Overseas Students 2018

Fee Payer means the nominated payer of a student's course fees, usually either the student or the employer paying on behalf of the student

Provider default means 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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

SRTOs means the Standards for RTOs 2015 – refer definition of 'Standards'

Standards means the Standards for Registered Training Organisations (RTOs) 2015 of the VET Quality Framework which can be accessed from www.asqa.gov.au

Student default means where:

- 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the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
 - the student failed to pay an amount payable to the provider for the course;
 - the student breached a condition of his/her student visa;
 - misbehaviour by the student.

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 of provider default.



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Policy

1. Protection of fees paid in advance

- Elizabeth Institute protects the fees that are paid in advance by both domestic and international students.

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.
- Elizabeth Institute does not require international students to pay more than 50% of course fees prior to course commencement. However, Elizabeth Institute provides students with the opportunity to pay more than 50% of their tuition fees prior to course commencement if they wish. Where a student chooses not to pay more than 50% upfront, the remaining amount will be collected according to an agreed payment schedule. Note, however, that where a course is less than 25 weeks, Elizabeth Institute will require students to pay the full cost of the course prior to course commencement.
- Elizabeth Institute pays into the Tuition Protection Service (TPS) provided by the Australian Government.

2. Fees and refund information

- All fees are quoted in Australian dollars and are subject to change without notice. The Schedule of Current Fees and Charges contains a full list of tuition fees, payment schedules and other fees and charges.
- Fee information relevant to a course is outlined in detail on the Student Agreement and summarised on the Elizabeth Institute Prospectus as well as the RTO's website. In compliance with the National Code, detailed fee information is provided prior to enrolment or commencement of training, whichever is first.
- For international students, fee information is always provided prior to enrolment or receipt of payment as per the requirements of the National Code 2018 Standard 2 and 3. Fee information provided to domestic and international students includes:
 - All course fees, including both tuition fees and non-tuition fees and the period to which these fees apply
 - Any additional charges that may apply and the circumstances in which they apply
 - The potential for changes to fees over the duration of the course



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- Payment options (including that international students may choose to pay more than 50% tuition fees before their course commences)
- The Student Agreement and the Student Handbook which are provided prior to enrolment, includes this Fees and Refunds Policy and Procedure and informs the student of their consumer rights. Students are required to sign the Student Agreement in acknowledgement of the terms and conditions of the enrolment and this policy.

3. Statutory Cooling Off Period

- The Standards for Registered Training Organisations require a person to be informed of their right to a statutory cooling off period. A statutory cooling off period is defined within the Australian Consumer Law which was introduced in 2011. A statutory cooling off period (which is 10 days) is a period of time provided to a consumer to allow them to withdraw from a consumer agreement, where that agreement was established through unsolicited marketing or sales tactics. These include tactic such as door-to-door sales and telemarketing. A statutory cooling off period allows a consumer to withdraw from a sales agreement within 10 days of having received a sale contract without penalty. All students are recommended to refer to the Australian Consumer Law, Sales Practices Guide for further details about a statutory cooling off period and our general obligations for consumer protection during the enrolment process.
- It must be noted that Elizabeth Institute does not engage in unsolicited marketing or sales tactics and therefore a statutory cooling off period is not likely to be applicable to our learners who have enrolled into a program. For refund option in other circumstances, learners must refer to the refund policy.

4. Course fee inclusions

- The Student Agreement will clearly itemise all course fees, including both tuition and non-tuition fees.
- **Tuition fees include:**
 - All of the training and assessment required for students to achieve the qualification or course in which they are enrolling within the three attempts allowed.
 - Issuance of one set of certification documents including the testamur (certificate) and record of results and/or a Statement of Attainment (in the case of withdrawal or partial completion).
- **Non-tuition fees include:**
 - Materials fees – these are stated prior to enrolment. These are separate to tuition fees.
 - Additional fees that apply for re-assessment, where a student fails to achieve a satisfactory outcome after three attempts at an assessment task.
 - Re-issuance or additional copies of certification documents
 - Fees for deferral of study, late payment of tuition fees, or other circumstances in which additional fees may apply.



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- Otherwise course fees (tuition or non-tuition) do not include:
 - Re-assessment after three attempts if required, as outlined above.
 - Re-issuance of AQF certification documents
 - Direct debit setup, transaction and dishonour fees (where applicable).
 - Credit card payment surcharges.

The above fees and charges are set out in the document; Schedule of Fees and Charges.

- Elizabeth Institute cannot guarantee that students will successfully complete the course in which they enrol regardless of whether all fees due have been paid.

5. Payments

- Payments can be accepted by EFTPOS, electronic transfer, credit card, money order or direct debit.
- Credit card payments incur a surcharge.
- 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.
- Elizabeth Institute 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.
- The above fees and charges are stated in the document; Schedule of Fees and Charges.
- International students who do not pay their fees will receive two warnings regarding non-payment of fees and thereafter will be reported to DET via PRISMS under student default.
- Receipts of payments made by international students will be kept for at least 2 years after the person ceases to be an accepted student.

6. Payment Terms and Conditions

- An initial deposit is required at the time of enrolment: \$400, for the enrolment fee and the course material fee. The enrolment fee of \$200 is non-refundable.
- Course tuition fee is collected on a quarterly basis each term in advance (after the commencement of the course). All term payments must be paid in full, 14 days in advance of the term commencing in order to maintain a valid enrolment.
- Please note that our refund policy can be read in this International Student Prospectus document. Our Letter of Offer document will also include all the important and essential information that you need to know before you make your final decision to enrol in any of our courses. We strongly advise our potential students to read carefully and understand it before they sign the Letter of Offer document. You can read the Elizabeth Institute's fees and charges policy and the refund policy on our website; <https://elizabeth.edu.au/>



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7. Course Requirements and Payments

The following conditions apply:

- Prospective students must provide evidence of educational entry requirements and 5.5 IELTS or equivalent (where applicable) to commence the course
- Students must complete a minimum of 6 months of their principal course of study as stated in their agreement before applying to transfer to another provider
- If the student has nominated an authorised agent, Elizabeth Institute will honour that agent until the completion of the enrolled course
- Students must pay the enrolment fee, first tuition instalment* and resource fees in full prior to commencement
- Students must pay the full tuition fee instalment for each 10 weeks' delivery in advance
- In the case where instalment payments are indicated as the preferred option Elizabeth Institute will invoice for subsequent payments which are payable two weeks before commencement of the 10-week delivery period or defined as the next term
- Non-financial students will not be included on the class attendance sheet until outstanding fees have been paid
- Student's enrolment can be cancelled due to unsatisfactory academic progress, academic or non-academic misconduct.

*unless the student has elected to pay all their tuition fees in advance.

8. Terms and Conditions

- After the prospective student is offered a place in a course and signs Elizabeth Institute Letter of Offer and International Student Acceptance Agreement a binding contract is made between the student and the Institute. The contract is governed by the laws of the Commonwealth of Australia and the State of New South Wales.
- Students will not be permitted to commence or continue their course until all fees or charges are paid. All fees are payable 14 days before term commencement however to be eligible for acceptance into a course payment should be made when returning the signed Written Student Agreement to Elizabeth Institute.
- Students may choose to pay more than 50 per cent of their tuition fees before their course commences. This is not required by the Institute.
- Provision has been made to protect payments received in advance by students as stated under the conditions of Tuition Protection Service. All course fees are deposited into Elizabeth Institute Student Fees Account. When the student commences their course, Elizabeth Institute will draw down these funds from the designated account.
- In the case where a student has accepted and paid fees for a conditional offer for a place in a Elizabeth Institute course, evidence of a student's English level to meet the requirements of that course must be provided in advance of the course start date otherwise Elizabeth Institute reserves the right to defer the student's start date until the next available course intake.



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9. Refunds for international students

- Where 2 or more courses are packaged, the conditions apply to all elements. Note that for packaged courses the course start date is taken to be the start date of the first course.
- Commencement of the course is defined as the course start date in the Enrolment Application Form submitted by the student or agent and not subsequent to changes to the starting date.
- Course and other fees are not transferable to other students or institutions but may be transferred to another course within Elizabeth Institute at the discretion of the Academy.
- Fees for services paid to education agents by students are not covered by this refund policy.
- This refund policy applies to all tuition fees paid to Elizabeth Institute and includes any tuition fees paid to an education agent to be remitted to the Academy.
- All refund considerations will be strictly limited to the money paid, which Elizabeth Institute has received from the student as tuition fees only (i.e. exclusive of all non-refundable fees and agents' commission—whether this commission was deducted before or after student payment to Elizabeth Institute .)
- Elizabeth Institute enrolment fees are non-refundable in all circumstances except in RTO provider default.
- All refund requests are conditional on the following:
 - The Institute must have received funds in order for any refunds to be made available (i.e. cheques are cleared, telegraphic transfers have been received);
 - Any debts to the Institute must be paid in full or the outstanding amounts will be deducted from the refund.
- This policy does not remove your right to take further action under Australia's consumer protection law, as per National Code of Practice Section 3.4.5, 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



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10. Refund and Cancellation Circumstances and Notification Periods

All requests for refund of fees must be made in writing using the Refund Request Form which may be obtained from Elizabeth Institute Reception. The form must be signed by the student and the cancellation fee will be calculated as shown in the following table:

CIRCUMSTANCE/ NOTIFICATION PERIOD	REFUND
Application/ enrolment fees (if applicable)	Non-refundable unless it meets the conditions below*
Visa application refusal (enrolment fee is non-refundable)	100% refund of paid tuition or material fees paid to date less the enrolment fee
Withdrawal notified in writing and received by the Institute 28 days or more prior to semester commencement	80% refund of paid tuition and course fees paid to date less the enrolment fee
Withdrawal notified in writing and received by the Institute less within 28 days prior to semester commencement and before the commencement date	50% refund of paid tuition or material fees paid to date less the enrolment fee
Withdrawals notified in writing and received by the Institute on the commencement date or after the semester commences	No refund of paid tuition or material fees.
Student wishing to transfer to another date or course	Transfer once at no cost. Subsequent transfers will incur an administration fee of \$200.
Student has overpaid & has documentation to support overpayment	Full refund of all overpaid monies
Student has paid monies and the course is unavailable to commence*	100% refund of paid tuition or material fees including enrolment fees.
Cancellation of a course by the RTO (including closure of RTO)*	100% refund of all course fees paid including enrolment fees
Visa cancellation where an international student, currently in Australia, has their student visa cancelled by the Department of Home Affairs (DHA) for a breach of visa conditions; or has their student visa extension application refused by the Department of Home Affairs (DHA) after the commencement of their studies, for not meeting visa requirements.	No refund of course fees paid to date



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Withdrawal from the course

- Where written notice of withdrawal is received by the Institute before the start date of the course, the Institute will refund the fees as per the table below less the enrolment fee of \$200.
- Refunds will be made available within 20 working days (one month) of written notification being received by the Institute.
- In the case where a student enrolls through a registered Elizabeth Institute agent a refund will be paid to this agent.
- If the visa application is rejected, tuition fees are refunded in full. Elizabeth Institute requires official confirmation from the local Australian Embassy or Consulate that the student is unable to obtain a visa. The Enrolment fee is non-refundable.
- If a student defers their course start date, then the refund policy will apply from the student's original course start date and not the deferred start date.
- Elizabeth Institute refunds are not transferable to another person.
- No refunds will be made for classes missed due to exams, excursions, internships or other obligations that fall outside the normal schedule of classes.
- In the case of student suspension or expulsion there will be no refund of fees.
- **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, the Institute at its discretion, may refund unspent fees paid less any administration fees.

Provider default on delivery of qualification

- Elizabeth Institute reserves the right to cancel a course if intake numbers are insufficient. In the unlikely event that Elizabeth Institute is unable to deliver a student's course in full, a refund will be offered for all the unused course money paid to date. The refund will be paid to the student within 10 working days (2 weeks) of the day on which the course ceased being provided. Alternatively, enrolment may be offered in a different course by the Institute.
- In an unlikely event that the Institute is unable to start or deliver the course (known as an Institute Default), the Student can choose to accept either option.
- If the Student chooses placement in an alternative course, the Student must sign a new written agreement to indicate the student accepted the placement.
- In the unlikely event that Elizabeth Institute is unable to provide a refund or place to a student in an alternative course, (provider default) Elizabeth Institute will notify this default to the Tuition Protection Service (TPS) Director. The TPS Director will then allocate the student a period within which they are able to choose an alternative course from the options provided.



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Provider rights

- Elizabeth Institute reserves the right to change its fees and conditions in accordance with changes in the current economic and/or legal conditions and to alter course timetables and class locations within reason at any time without notice.
- Changes of tuition fees will not apply to students who have paid and or have already commenced their course and have a signed written student agreement. If a student believes that these changes are unreasonable, they have the right to access the Institute's complaints and appeals processes and to also take further action under Australia's consumer protection laws.
- Elizabeth Institute reserves the right to deny a student access to the Institute's premises and to withdraw its other services if their conduct disrupts the normal operation of the Institute. Elizabeth Institute's complaint resolution processes do not circumscribe the student's right to pursue other legal remedies.

Student consumer rights

- The 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.

Student's Rights to Appeal

- Any student who is refused a refund by the Institute may appeal within 14 days in writing to Student Administration.
- The Institute's appeal process does not circumscribe the student's right to pursue other legal remedies.

Overseas Students Ombudsman:

GPO Box 442, Canberra ACT 2601, Australia

Tel: 1300 362 072 (in Australia), +61 2 6276 0111 (outside Australia)

Email: ombudsman@ombudsman.gov.au Web: www.oso.gov.au



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If the Australian Government refuses Visa Application

- 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 students will have to provide authenticated evidence of the student visa refusal to the Institute.
- However, no refunds will be granted where:
 - An international student, currently in Australia, has their student visa cancelled by the Department of Home Affairs (DHA) for a breach of visa conditions; or
 - An international student, currently in Australia, has their student visa extension application refused by the Department of Home Affairs (DHA) after the commencement of their studies, for not meeting visa requirements.

11. Recording and payment of refunds

- Refunds will be paid to the person or organisation that made the original payment.
- Refund assessments can be appealed following our *Complaints and Appeals Policy and Procedure*.
- Records of refund assessments and issuance of refunds will be stored securely on the student's file and in our accounts keeping system.

12. Publication

- Elizabeth Institute will publish in a prominent place on its website the following:
 - All tuition and non-tuition fees (as shown in the Prospectus and the Schedule of Fees and Charges).
 - This Fees and Refunds Policy.



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Procedures

1. Student fees

Refer

- SRTOs: Clauses 5.3, 7.3
- National Code: Standard 3

Procedure	Responsibility
<p>A. Deposit invoices</p> <ul style="list-style-type: none">• All international students should pay their non-refundable enrolment fee, materials fee and first tuition fee upon enrolment as outlined in the <i>Student Agreement</i>.• Ensure there is a signed written <i>Student Agreement</i> on file before invoicing.• Raise an invoice for the amount in line with the payment schedule for the relevant course.• Fee-payers have 14 days to pay an invoice.• Keep a copy of the invoice on the student's file.	Administration team/ Accounts Officer
<p>B. Fee instalment invoices</p> <ul style="list-style-type: none">• Charge fee instalments in line with the relevant payment schedule for the course, outlined on the Student Agreement/ Course Payment Schedule.• Ensure all payment terms, conditions and amounts are as indicated on the invoice unless a record of an agreed or advised change is in writing and the conditions of such a change were outlined on the initial agreement.• Students have 14 days to pay an invoice.• Keep a copy of the invoice on the student's file.	Administration team/ Accounts Officer
<p>C. Receiving payments</p> <ul style="list-style-type: none">• Payments may be made by EFTPOS, cash, direct bank transfer, credit card or direct debit.• Fees for international students may not be collected until the Student Agreement has been signed.• Record payments against the relevant invoice in the financial system• Provide the student with a receipt.• Ensure receipts for payments from international students are retained for at	Administration team/ Accounts Officer



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Procedure	Responsibility
least 2 years after the first payment is received.	
D. Managing overdue fees – international students <ul style="list-style-type: none">Send out statements monthly to students to show outstanding fees.Call students where payments are more than 10 days overdue.Send out first warning letter regarding non-payment of fees when payment are more than 10 days overdueSend out second warning letter regarding non-payment of fees when payment are more than 20 days overdueSend notification of intention to cancel regarding non-payment of fees when payment are more than 30 days overdue.Any student with an invoice over 40 days past due should be referred to the debt collection agency and may be reported to the Department of Home Affairs (DHA) for a breach of visa conditions.	Administration team/ Accounts Officer Course Coordinator

2. Refunds

Refer

- SRTOs: Clauses 5.3, 7.3
- National Code: Standard 3

Procedure	Responsibility
A. Processing refunds – provider default (international students) <ul style="list-style-type: none">Automatically issue a refund within 10 working days (two weeks) to students who have enrolled and paid their non-refundable enrolment fee and the course is cancelled prior to commencement.Automatically issue a refund to students within 10 working days (two weeks) where the course has commenced but is cancelled.Notify students to whom refunds are automatically issued in writing and issue refund. Record on file.All other students who withdraw from their course and seek a refund are to make a request for a refund in writing.Assess refund as per this Policy.Calculate the relevant refunds.CEO/PEO approves refund assessment.Notify the student in writing of the outcome of the refund assessment and	Administration team/ Bookkeeper CEO/Director of Studies



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Procedure	Responsibility
<p>make payment of refund where applicable.</p> <ul style="list-style-type: none">• For student default, process refunds within 20 working days (one month).• Keep a copy of the refund assessment on the student's file.	
<p>B. Processing refunds – student default (international students)</p> <ul style="list-style-type: none">• All other students who withdraw from their course and seek a refund are to make a request for a refund in writing.• The Student must complete an Refund Request Form to apply for a refund and attach all evidence and supporting documentations, such as (but is not limited to):<ul style="list-style-type: none">– a letter from Department of Home Affairs advising of a rejection of the student visa application or a refusal to extend a student visa; or– proof of extenuating circumstances of a compassionate nature; or– an unconditional offer letter from another institution along with a Department of Home Affairs approved letter to transfer• Assess refund as per this Policy.• Calculate the relevant refunds.• CEO/PEO approves refund assessment.• Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable.• A written statement will be provided to the student to explain how the refund is calculated.• All refunds agreed to by Elizabeth Institute will be made within 20 working days (one month) of receiving Elizabeth Institute Refund Application form.• Refunds will be paid to the student or to the person nominated by the student on the refund application in Australian Dollars.• Refund payments will be made in Australian Dollars (AUD) by a bank draft or telegraphic or electronic transfer (or other approved payment options).• Keep a copy of the refund assessment on the student's file.	<p>Administration team/ Bookkeeper</p> <p>CEO/Director of Studies</p>



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Document Control

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