



Australasian International Academy

RTO Code 41144, CRICOS Code 03480K

Fees and Refunds Policy & Procedure

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Purpose

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

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

Default day means either:

- the agreed starting day
- the day on which the course ceases to be provided; or
- the day on which the student withdraws from the course; or
- the day on which the registered provider of the course refuses to provide, or continue providing, the course to the student.

DESE means Department of Education, Skills and Employment

DHA means Department of Home Affairs

ESOS Act means the Education Services for Overseas Students Act 2000

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

National Code means National Code of Practice for Providers of Education and Training to Overseas Students 2018 which can be accessed from www.legislation.gov.au

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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

RTO means Registered Training Organisation, a provider and assessor of nationally recognised vocational education and training.

SRTO 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the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or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.

TPS means the Tuition Protection Service which is an initiative of the Australian Government to protect payments made from overseas students to CRICOS providers .



Training Product means AQF qualification, skill set, unit of competency, accredited short course or module.

VET means Vocational Education and Training

ELICOS means English Language Intensive Courses for Overseas Students

Weekly tuition fee means the total tuition fees for the course divided by the number of calendar days in the course (round up to the nearest whole dollar)

Weeks in default period is the number of calendar of days from the default day to the end of the period to which the payment relates divided by (and rounded up to the nearest



Policy

- This policy and procedure is applicable for all VET and ELICOS students.

1. Protection of fees paid in advance

- Australasian International Academy (AIA) protects the fees that are paid in advance by international students.
- For international student fee protection is ensured as follows:
 - Australasian International Academy does not require international students to pay more than 50% of course fees prior to course commencement. However, Australasian International Academy 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, Australasian International Academy will require students to pay the full cost of the course prior to course commencement.
 - Australasian International Academy pays into the Tuition Protection Service (TPS) provided by the Australian Government. The role of the TPS is to assist international students whose education providers are unable to fully deliver their 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.

2. Fees and refund information

- Fee information relevant to a course is outlined in detail on the respective student's *International Student Letter of Offer and Agreement* and summarised on the Course Brochure. In compliance with Clause 5.3 of the Standards, 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 all 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
 - Payment options (including that international students may choose to pay more than 50% tuition fees before their course commences).
- The *International Student Letter of Offer and Agreement* and the *International Student Handbook* which are provided prior to enrolment, includes policy information from this *Fees and Refunds Policy and Procedure* and informs the student of their consumer rights. Students are required to sign the agreement (*International Student Letter of Offer and Agreement*) in acknowledgement of the terms and conditions of the enrolment and this policy.
- Australasian International Academy does not use direct approach marketing or tele-sales and therefore no cooling-off period applies to its courses.

3. Course fee inclusions

- The *International Student Letter of Offer and Agreement* will clearly itemise all course fees, which mean both tuition and non-tuition fees including material fees and additional charges.
- Course fees include a one-off non-refundable enrolment fee of A\$250.
- 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 attempts allowed.



- One copy of the learning materials for each student unless otherwise stated on the *Course Brochure*. Note a material fee applies as part of non-tuition fees.
- 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:
 - Material fees (for course-specific material fee, please refer to AIA's *Prospectus* and *International Student Letter of Offer and Agreement*).
 - Additional fees that apply for re-assessment, where a student fails to achieve a satisfactory outcome after two attempts at an assessment task.
 - Re-issuance or additional copies of certification documents.
 - Late payment of tuition fees.
 - Fee for late submission of assessment.
- Non-tuition fees are clearly itemised in the '*Schedule of Additional Charges (including non-tuition fees)*' included in the *International Student Handbook* and *International Student Letter of Offer and Agreement*.
- Otherwise course fees (tuition or non-tuition) do not include:
 - Any optional textbooks and materials that may be recommended but not required to complete a course.
 - Stationery such as paper and pens.
 - Uniform (if required for placement).
 - Overseas Student Health Cover
 - Airport pick ups
 - Accommodation
 - Direct debit setup, transaction and dishonour fees (where applicable).
 - Credit card payment surcharges.
- Australasian International Academy cannot guarantee that students will successfully complete the course in which they enrol regardless of whether all fees due have been paid.

4. Payments

- Payments must be made either by bank transfer or in person by credit card or by EFTPOS.
- 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 due.
- Australasian International Academy 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 who do not pay their fees will receive two warnings regarding non-payment of fees and thereafter will be reported to DESE 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.

5. Refunds for the students

- All course fees include a non-refundable enrolment fee which is detailed on the *Course Brochure* and *International Student Letter of Offer and Agreement*. The enrolment fee is non-refundable, except in the circumstances detailed below.



- A full refund of any fees paid (including the enrolment fee) will apply if Australasian International Academy is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances (provider default).
- In the unlikely event that Australasian International Academy or any third parties responsible for delivering training and assessment on its behalf, is unable to deliver the course or any portion of the course as promised, the student will be issued with a refund for the course or portion of course that was not provided. This includes the following situations:
 - Where Australasian International Academy or any third parties delivering training and assessment on its behalf ceases to operate.
 - Where Australasian International Academy ceases to deliver the course in which a student is enrolled and the agreement is terminated.
 - Where Australasian International Academy needs to make a change to the terms of the student agreement (such as the way the course is delivered or conditions of enrolment) and a new agreement cannot be reached with the student to account for changes.
- In any of the above situations, Australasian International Academy will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. In these cases, there is no need for a student to make an individual application for a refund. Refunds will be issued within 28 working days.
- Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the *Application for Refund Form*. The application must include the details and reason for the request. Students who have not completed a withdrawal form (*Student Request Form*) are not eligible for consideration of a refund or reduction in fees.
- The refund assessment will be based on reviewing the services provided to the student and the costs incurred by Australasian International Academy to provide those services.
- The outcome of the refund assessment will be provided by email/ letter to the student and/ or their agent within 28 working days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our *Complaints and Appeals Policy and Procedure*.
- A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.
- Recognised of Prior Learning (RPL) application fees are non-refundable.

6. Refunds calculation

Refunds for international students will be calculated as follows:

Circumstance	Refund amount due
Australasian International Academy fails to start the course on the agreed starting day at the location because of insufficient number, unforeseen circumstances or a sanction has been imposed and the student has not withdrawn before the default day.	Full refund of all tuition and non-tuition fees paid.
The course has started but cannot be delivered in full or by Australasian International Academy, including where a sanction has been imposed and the student has not withdrawn before the default day.	The weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
If a student cannot commence the course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).	Full refund of all tuition and non-tuition fees paid.
At the discretion of Australasian International Academy's CEO or approved representative, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events.	Full refund of all tuition and non-tuition fees paid.
If a student has supplied incorrect or incomplete information	Full refund of all tuition and non-tuition fees paid less



and as a result Australasian International Academy withdraws the offer prior to commencement of the course.	a 20% administration fee.
Australasian International Academy fails to enter into a written agreement with a student or the Student Agreement is not compliant with the requirements of the ESOS Act or the National Code.	The weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
The student is refused a visa and therefore does not commence their course on the agreed starting day or withdraws from the course on or before the agreed starting day because of the visa refusal.	The total amount of all course fees (tuition and any non-tuition fees) received for less whichever is the lower amount of 5% of the total amount of the fees or the sum of \$500.
The student is refused a visa and has already commenced their course.	Full refund of non-tuition fees. Refund of tuition fees based on weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
The student withdraws from the course at the specified location before or after the agreed starting date.	Refund of tuition fees based on weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
The student does not commence the course at the specified location on the agreed starting date and has not withdrawn.	Refund of tuition fees based on weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
If Australasian International Academy cancels a student's enrolment due to unpaid fees, failure to comply with Australasian International Academy policies, Visa condition breaches, misbehaviour or unsatisfactory course progress. A student must have been given a written warning prior to the decision to cancel the enrolment.	Refund of tuition fees based on weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
If the student receives credit for units within a course.	Calculated on a pro-rata basis i.e. the total course fees divided by the number of units. The student will receive a refund for the number of units for which they have received credit for.
General non-refundable	One-off enrolment fee during the application process is non-refundable unless otherwise outlined in this policy. Moreover, Recognition of Prior Learning fees are non-refundable as well if the RPL process has already been initiated.

7. Claiming refunds

- Where a full refund is due, Australasian International Academy will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. In these cases, there is no need for a student to make an individual application for a refund. Refunds will be issued within 28 working days.
- Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the *Application for Refund Form*. The application must include the details and reason for the request. Students who have not completed a withdrawal form (*Student Request Form*) are not eligible for consideration of a refund or reduction in fees.
- The outcome of the refund assessment will be provided in writing and/or email to the student's representative or their registered address within 28 working days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our *Complaints and Appeals Policy and Procedure*.
- A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.



8. 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.

9. Schedule of Additional Charges (including non-tuition fees)

Enrolment fee <i>All applicants need to pay a non-refundable enrolment fee as part of their application process.</i>	\$250
Re-assessment <i>All course fees include up to two (2) attempts at assessment per unit. Where an additional assessment is required in order to achieve competency, this additional re-assessment fee will be charged per unit for additional assessment.</i>	\$300
Re-issuing of testamur and statements of results <i>All course fees include the cost for issuing of one copy of the course certificate and record of results. This fee applies to each additional copy of a certificate and/or record of results.</i>	\$80
Replacement course materials <i>The first copy of required textbooks and/or learning materials are as per the Material Fee advised.</i>	\$200
Library books <i>Borrowed library books not returned.</i>	Replacement cost
Recognition of Prior Learning <i>Application</i> <i>Charge Per Unit</i>	\$200 \$300
Fine for late payment of Tuition Fees <i>A late payment fine will be charged if the student fails to pay the fees by due date.</i>	\$100
Fine for late submission of assessment <i>A fine will be charged if the student fails to submit the assessment by due date.</i>	\$100
Changes in CoE <i>A fee is payable where changes are required to a CoE already issued.</i>	\$50
Deferral / suspension fee <i>A fee is payable when the student defers the start date of their course to a later date or applies for leave from studies (student-initiated suspension).</i>	\$200
Administration fee <i>A fee is payable when an onshore student applies for refund.</i>	\$200
Reference letter <i>A fee is payable for any reference letter (e.g. to an employer) that a student requires.</i>	\$10
Airport pick up/drop fee <i>Pick up and drop off from the airport. Fees will depend on the location from which the student is taken to or picked up from.</i>	Available on request
Temporary accommodation <i>Fees for organising temporary accommodation.</i>	Available on request
Replacement of student ID Card	\$20
Material fee <i>For course-specific material fee, please refer to AIA's Prospectus for International Students and International Student Letter of Offer and Agreement.</i>	Course fees overview in the prospectus and student agreement

10. Publication

- Australasian International Academy will publish in a prominent place on its website the following:
 - All tuition and non-tuition fees (International Student Handbook).
 - This Fees and Refunds Policy (International Student Handbook).



Procedures

1. Student fees

Relevant to:

- SRTOs: Clauses 5.3, 7.3
- National Code: Standard 3
- ELICOS Standards 2018

Procedure	Responsibility
<p>A. Deposit invoices</p> <ul style="list-style-type: none"> ▪ All student fee-payers should pay their enrolment fee upon enrolment, preferably prior to course commencement. ▪ Ensure there is a signed written student agreement 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. 	Accountant
<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. ▪ 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. 	Accountant
<p>C. Receiving payments</p> <ul style="list-style-type: none"> ▪ Payments may be made by bank transfer or in person using credit card or EFTPOS. ▪ Fees for international students may not be collected until the Student Agreement has been signed. ▪ Record payments against the relevant invoice ▪ For the first payment, record the amount on the CoE. For subsequent payments, enter the amount paid into Xero which will automatically record outstanding amounts. ▪ Ensure payment records are retained for at least 2 years after the first payment is received. 	Accountant
<p>D. Managing overdue fees – international students</p> <ul style="list-style-type: none"> ▪ Send out statements quarterly 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 overdue ▪ Send out second warning letter regarding non-payment of fees when payment are more than 20 days overdue ▪ Send 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. 	Accountant and Head of Administration



2. Refunds

Relevant to:

- SRTOs: Clauses 5.3, 7.3
- National Code: Standard 3
- ELICOS Standards 2018

Procedure	Responsibility
<p>A. Processing refunds</p> <ul style="list-style-type: none"> ▪ If a course is cancelled by Australasian International Academy, students who have enrolled and paid their deposit/enrolment fee should be automatically issued a refund. Notify them in writing and issue refund. Record on file. ▪ Students who withdraw from their course and seek a refund are to make a request for a refund in writing. ▪ To make an assessment of a refund due, consider the services the student has received. In such cases, consider the following: <ul style="list-style-type: none"> – Enrolment fee is non-refundable – this covers administration time for enrolment and induction process. – Textbooks provided – Training received – number of classes attended, visits received, online training (adjust this according to your delivery model/s) – Individual support provided by the trainer/assessor – Assessments marked ▪ Consider the costs incurred by Australasian International Academy as per above, plus the fees paid by the student to calculate a suitable refund. Refund assessments are to be approved by CEO/ Head of Administration. ▪ Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. ▪ Keep a copy of the refund assessment on the student's file. 	<p>Accountant</p>
<p>B. Processing refunds – provider default (international students)</p> <ul style="list-style-type: none"> ▪ Automatically issue a refund within 14 days to students who have enrolled and paid their enrolment fee and the course is cancelled prior to commencement. ▪ Automatically issue a refund to students within 14 days 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. ▪ Head of Administration approves refund assessment. ▪ Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. ▪ For student default, process refunds within 28 working days. ▪ Keep a copy of the refund assessment on the student's file. 	<p>Accountant and Head of Administration</p>
<p>C. 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. 	<p>Accountant and Head of</p>



Procedure	Responsibility
<ul style="list-style-type: none">▪ Assess refund as per this Policy.▪ Calculate the relevant refunds.▪ Head of Administration approves refund assessment.▪ Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable.▪ Process refunds within 28 working days.▪ Keep a copy of the refund assessment on the student's file.	Administration



Document control

Document Name	PP2.03 Fees and Refunds P&P
Version ID	<i>AIA Fees and Refunds Policy & Procedure V2020.1</i>
Authored by	Compliance Officer
Reviewed and Approved by	Chief Executive Officer (CEO)
Date of Approval	28.09.2020
Next Review Date	12 months after approval
Standards (SRTOs)	Clause 5.3; 7.3; Schedule 6; Schedule 6;
Standards (National Code)	Standard 2, 3

Summary of changes

Date	Change
15.04.2015	Full Version Fees and Refunds Policy and Procedure Version ID: <i>SC5-I - Fees and Refunds P&P V3.0</i>
28.09.2020	Version ID: <i>AIA Fees and Refunds Policy & Procedure V2020.1</i> Revised version V2020.1 Version naming convention changed to keep consistency across all policies and procedures as well as other AIA documents. Reviewed and updated against the current SRTOs and National Code Standards. Reviewed and updated according the current administrative and legal frameworks in practice.

Note

This document is uncontrolled when printed and may be out of date. The current version of this document is maintained on Australasian International Academy's website: www.aiaacademy.edu.au