

# FEES AND REFUNDS POLICY AND ASSOCIATED PROCEDURES

## PURPOSE OF THE POLICY

This policy and associated procedures outline St Peter Institute's approach to the effective and fair management of fees, charges and refunds. This ensures that support is provided to students to assist them to complete their studies.

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

## POLICY STATEMENTS

### INFORMATION ABOUT FEES AND CHARGES

St Peter Institute is committed to providing students with information about all fees and charges associated with a course, as well as its refund policy and processes.

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

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

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

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

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

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

All payments are made to St. Peter Institute as defined within the payment schedule outlined in the letter of offer, as a condition of enrolment. Payment of fees secures the student a place in their chosen course(s) and fixes the price of the course(s) for the period for which they have paid. Course fees are subject to change without prior notice. Any such change will not affect any payment you have already made.

Fees are to be paid in Australian dollars only by electronic transfer or bank draft using your **Student ID number as the Bank description/reference**. Tuition fees can also be paid by cash deposit or by EFTPOS at St. Peter Institute. Students will not be issued a certificate or statement of attainment at the completion of the course while

any fees are still outstanding.

**Enrolment Fee (\$250 in total- Non Refundable)** All students must pay a non-refundable enrolment fee. This fee should be paid with the first tuition fee.

**Material Fee (between \$500 - \$800 depending on the course(s) and Credits)** The material fee covers any workbooks, subscriptions, online and physical resources that you will be using while studying with St. Peter Institute.

**Due date for fees** The Enrolment fee and first instalment of your tuition fee are due and payable upon receiving your Letter of Offer and returning of the signed Acceptance Agreement.

**Late payment fee** A late payment fee of \$100 will be applied for each week your fee payment is delayed until your fees are paid. Should fees remain overdue for more than 14 days St. Peter Institute will inform the student of their intention to report them for non-payment of fees to DHA.

While student fees are outstanding students will not be permitted to attend their scheduled class until the outstanding fees have been paid in full.

**Re- Assessment** It is inevitable that some students will not meet the requirements of the assessment evidence and will be judged as not yet-competent for a unit of competency or not satisfactory for a task. At St. Peter Institute, our approach to these situations is the work with the student in order to address deficiencies and to build their skill and knowledge in preparation for additional two assessments. This will be undertaken within the scheduled training plan or may be completed under alternative arrangements agreed between the student and the assessor. In some rare circumstances, students may find it difficult to develop the necessary skills and knowledge within the constraints of the scheduled training plan. When this occurs, arrangements may be agreed to that allows the student to undertake additional learning in their own time and return for additional assessment at a time suitable time for St. Peter Institute. This may be during a period of reduced training activity or at a time when planned assessments are occurring, term breaks or holidays and it is convenient to facilitate the additional assessment of the student. As a general guide, assessors are to make alternative arrangements to provide opportunities for assessment within the constraints of available time and resources. In all circumstances, the assessment is to be a planned activity that is conducted in accordance with the assessment procedures in the following section. You must apply to extend the training and assessment plan. Note a fee may be incurred if more than one request to extend the training plan applies. In some cases, after alternative arrangements have been exhausted, it will be suitable to find a student as not-yet-competent and record this result with their statement of attainment. The student is given 3 attempts free of charge. The student can request to be reassessed after the 3 attempts at a cost of \$300 per unit and any attempt thereafter.

#### **Other fees and charges**

Students may incur other fees for additional services as stated below:

Application Fee (also known as Enrolment Fee) - Non Refundable	\$250
Change of COE details (On student request)	\$50
Re-issue of Letter of Offer	\$0
Overdue tuition fee per week	\$100
Deferment of Enrolment	\$0
Re-Assessment 3rd Attempt	\$300

Re-enrolment of unit fee after 3rd attempt or non Attendance at first	\$300
New Enrolment & Re-enrolment fee	\$250
Holiday Reference Letter (1st Free)	\$20
Enrolment/Attendance Letter (1st free)	\$20
Leave Letter (one free on every term break)	\$20
Invitation letter for Family Members	\$20
Release Letter (Subject to approval as per St. Peter Institute transfer policy and ESOS act)	\$0
Record extraction after 1 year of completion (one free per year)	\$10
Re-issuing of Certificate/Transcripts	\$50
Student ID Card	Free
Re-issue of Student ID Card (Lost/Stolen)	\$20
RPL fee per unit	\$500
Overseas Student Health Cover: All international students are required by the Australian Government to pay OSHC and maintain cover for the full length of their visa.	

## FEE PROTECTION

Fees paid by students are protected as follows:

- Domestic students: students pay up to a maximum of \$1,500 in advance for services not yet provided.
- International students: international student fees are protected through the following mechanisms:
  - Maintaining a sufficient amount in St Peter Institute's account so that so that it is able to repay all tuition fees already paid.
  - Through membership of the Tuition Protection Scheme (TPS). The role of the TPS is to assist international students where the Registered Training Organisation is 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.
  - In addition, international students are not required to pay more than 50% of course fees prior to commencement, except where a course is less than 26 weeks. However, any international student may choose to pay their fees in full or a greater amount than 50%.

## PAYMENTS

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

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

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

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

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

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

All receipts of payments are kept for a minimum of 2 years following the student's completion of their course.

#### CREDIT TRANSFER AND RPL – VET STUDENTS ONLY

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

#### REFUNDS

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

All application fees are non-refundable except where St Peter Institute cancels a course prior to commencement due to insufficient numbers or other unforeseen circumstances, including a sanction being imposed on St Peter Institute.

Where St Peter Institute cancels a course either before or after commencement, students will receive an automatic refund and do not need to complete the Refund Application Form. This will be provided within 10 working days of the default.

In all other circumstances, students are required to complete a Refund Application Form which can be accessed from our office. This form must be submitted within 10 working days of the event that led to the request for the refund. The outcome of the refund assessment will be forwarded to the student in writing within 20 working days, as well as any applicable refund.

Refunds will be paid to the person or entity from whom the original payment was received and in Australian Dollars.

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

#### DOMESTIC STUDENT REFUNDS – VET COURSES ONLY

In addition to the above circumstances, refunds for domestic students will be calculated as follows:

CIRCUMSTANCE	REFUND DUE
St Peter Institute cancels course before commencement due to insufficient numbers or other unforeseen circumstances, including a sanction being imposed on St Peter Institute (known as provider default).	Full refund of all fees.
St Peter Institute cancels course due to unforeseen circumstances, including a sanction being imposed on St Peter Institute (known as provider default).	Application fee not refunded. Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Student withdraws up to 4 weeks prior to course commencement.	Application fee not refunded. 5% of the tuition fees initially paid or \$500 (whichever is higher) will be deducted from the total tuition fees paid against the application processing fees. Remaining tuition fees will be refunded back. Registration Fee, Administration Fee and any other non-tuition fees won't be refunded.
Student withdraws less than 4 weeks prior to course commencement.	Application fee not refunded. 50% of the tuition fees initially paid or \$500 (whichever is higher) will be deducted from the total tuition fees paid against the application processing fees. Remaining tuition fees will be refunded back. Registration Fee, Administration Fee and any other non-tuition fees won't be refunded.
Student withdraws after commencement.	No refund. Fees for full study period (term) to be paid.
Student's enrolment is cancelled due to disciplinary action.	No refund. Fees for full study period (term) to be paid.
The student has supplied incorrect or incomplete information causing St Peter Institute to withdraw the offer of the course prior to commencement.	No refund. Fees for full study period (term) to be paid.

## INTERNATIONAL STUDENT REFUNDS – VET AND ELICOS COURSES

In addition to the above circumstances, refunds for international students will be calculated as follows:

CIRCUMSTANCE	REFUND DUE
St Peter Institute cancels course before commencement.	Full refund of all fees.
St Peter Institute cancels course following commencement (Provider Default).	Full refund of all unspent fees calculated as follows:  Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
St Peter Institute has not provided an Offer Letter and Student Agreement that meets the requirements of the National Code 2018.	Full refund of all unspent fees calculated as follows:  Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Student withdraws up to 4 weeks prior to course commencement.	Registration Fee, Administration Fee and any other non-tuition fees won't be refunded.  5% of the tuition fees initially paid or \$500 (whichever is Higher) will be deducted from the total tuition fees paid against the application processing fees. Remaining tuition fees will be refunded back. Registration Fee, Administration Fee and any other non-tuition fees won't be refunded.
Student withdraws less than 4 weeks prior to course commencement.	Registration Fee, Administration Fee and any other Tuition fees and non-tuition fees won't be refunded.
The student does not commence on the agreed start date and has not previously withdrawn.	No refund.  Fees for full study period (term) to be paid.
Student withdraws after commencement.	No refund.  Fees for full study period (term) to be paid.
Student's enrolment is cancelled due to disciplinary action.	No refund.  Fees for full study period (term) to be paid.

CIRCUMSTANCE	REFUND DUE
Student breaches a visa condition.	No refund. Fees for full study period (term) to be paid.
The student has supplied incorrect or incomplete information causing St Peter Institute to withdraw the offer of the course prior to commencement.	No refund. Fees for full study period (term) to be paid.
The student is refused a visa because they did not pay start their course at the agreed location on the agreed starting day or they withdrew from their course with St Peter Institute or they did not pay an amount due.	No refund. Fees for full study period (term) to be paid.
The student (Onshore) 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.	Registration Fee, Administration Fee and any other non-tuition fees won't be refunded.  5% of the tuition fees initially paid or \$500 (whichever is Higher) will be deducted from the total tuition fees paid against the application processing fees. Remaining tuition fees will be refunded back. Registration Fee, Administration Fee and any other non-tuition fees won't be refunded.
The student (Offshore) 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.	Registration Fee and Administration Fee won't be refunded.  The refund amount is calculated as follows:  The total amount of all course fees (tuition and any non-tuition fees except Registration Fee and Administration Fee) received before the default day minus either 5% of the amount of course fees or \$500 – whichever is the lesser amount.  <i>As an example, to illustrate this, if Raj has paid \$1,500 in course fees and \$250 Application fees but has his visa refused, 5% of \$1,500 is \$75. As this is a lesser amount than \$500 this is what will be paid as a refund i.e., the refund amount will be \$1,425.</i>
The student is refused a visa and has already commenced their course.	The refund amount is calculated as follows:  The weekly tuition fee x weeks in the default period.



CIRCUMSTANCE	REFUND DUE
	<p><i>As an example, to illustrate this, Raj is studying a 40-week course. Each term is 10 weeks. The total fees for Raj's course are \$10,000 in tuition fees and \$500 in material fees. Raj pays the first term's tuition fees of \$2,500 plus non-tuition fees of \$500. However, Raj completes 2 weeks (14 days) of his course but then has his visa refused.</i></p> <p><i>The weekly tuition fees for this course amount to \$250 per week.</i></p> <p><i>The number of weeks in the default period is 8 weeks (56 days) i.e., to the end of the first term.</i></p> <p><i>Raj is therefore eligible to receive a refund of \$2,000 i.e., the weekly tuition fees of \$250 x the number for weeks in the default period of 8 weeks. Raj won't be eligible to have the non-tuition fees refunded.</i></p>

## PROCEDURES

### 1. PROCESS INVOICES

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

### 2. MANAGE OVERDUE FEES

- 2.1 Check accounting system for overdue payments.
- 2.2 Send out a payment reminder through the accounting system for overdue fees. Give a further 5 days for payment.
- 2.3 Where invoices remain unpaid following the reminder, send out a First Warning Letter for Non-Payment of Fees.
- 2.4 If fees remain unpaid after a further 5 days, follow up with a Second Warning Letter for Non-Payment of Fees.
- 2.5 If fees remain unpaid after a further 5 days, follow up with a Notice of Intention to Report for Non-Payment of Fees.
- 2.6 Where the student does not pay their fees and does not appeal the decision, report provider decision to cease enrolment for non-payment of fees on PRISMS within 31 days of the



withdrawal being processed and according to the instructions provided in the PRISMS user guide.

### 3. PROCESS REFUNDS

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

### 4. NOTIFY OF PROVIDER DEFAULT

- 4.1 In relation to provider default, notify in writing ASQA and the TPS of the default within 3 working days of it occurring using the Notice of Provider default form.
- 4.2 Submit a Notice of Discharge of Obligations to ASQA and the TPS advising of the actions taking and within 7 days of completing all required actions.
- 4.3 In relation to provider default, notify in writing to ASQA and the TPS of the default within 3 working days of it occurring using the Notice of Provider default form.

### RESPONSIBILITIES

The Student Support Officer is responsible for issuing invoices, following up on overdue fees and issuing warning letters and a cancellation notice for non-payment of fees and issuing refunds.

The RTO Manager / Academic Manager is responsible for discussing and adjusting student financial arrangements if required, assessing refund applications and approving refund payments.

The CEO / Managing Director is responsible for provider default notification.