

# Fees and Refund Policy and Procedure

## Policy

This policy applies to all SPI VET students and all SPI staff who deal with all matters concerning VET.

This policy supports the ESOS National Code 2007 Standard 3. This policy also supports the Standards for RTOs 2015 - Standard 5 Clause 5.3, that states: "Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment of the commencement of training and assessment, whichever comes first, specifying:

- all relevant fee information including:
  - fees that must be paid to the RTO, 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 RTO in the event the:
  - arrangement is terminated early, or
  - the RTO fails to provide the agreed services."

and Standard 7 Clause 7.3 that states:

"Where the RTO requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), the RTO must meet the requirements set out in the Requirements for Fee Protection in Schedule 6."

Fee protection in schedule 6: (Ref:<http://www.asqa.gov.au/users-guide-to-the-standards-for-registered-training-organisations-2015/appendices/appendix-2/appendix-2.html> )

The RTO addresses learner fee protection by implementing one or more of the following arrangements:

- 1. The RTO holds an unconditional financial guarantee from a bank operating in Australia where:
  - the guarantee is for an amount no less than the total amount of prepaid fees held by the RTO in excess of the threshold prepaid fee amount for each learner for services to be provided by the RTO to those learners, and
  - all establishment and ongoing maintenance costs for the bank guarantee are met by the RTO.
- 2. The RTO holds current membership of a Tuition Assurance Scheme approved by its VET Regulator which, if the RTO is unable to provide services for which the learner has prepaid, must ensure:
  - the learner will be placed into an equivalent course such that:
    - the new location is geographically close to where the learner had been enrolled, and
    - the learner receives the full services for which they have prepaid at no additional cost to the learner or
  - if an equivalent course cannot be found, the learner is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.
- 3. Any other fee protection measure approved by the VET Regulator.

Written agreements between SPI and students set out the services to be provided, fees payable and information in relation to refunds of tuition fees. SPI 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 and Acceptance Agreement – International Student.

SPI include in the written agreement the following information in relation to refunds of tuition fees in the case of student and provider default:

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- a. amounts that may or may not be repaid to the student (including any tuition fees collected by education agents on behalf of the registered provider);
- b. processes for claiming a refund;
- c. a plain English explanation of what happens in the event of a course not being delivered; and
- d. a statement that “This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws”.

SPI guarantees to complete the training and/or assessment once the student has commenced study in their chosen qualification or course. Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS requirements and the Tuition Protection Service Framework.

### DESIGNATED ACCOUNT FOR INITIAL PRE-PAID FEES ACCOUNT FOR INTERNATIONAL STUDENTS

The Institute maintain an account:

- With an Australian bank
- designated as the initial pre-paid fees account
- must pay into the account any tuition fees received from an international student before the student has begun the course within 5 business days of receiving them
- ensure at all times sufficient amount in the account to repay all tuition fees of non-commenced students
- not available for the payment of other debts

## FEES

1. Fees may include tuition fee, non-refundable enrolment fee, material fee, books/materials, Health Cover (for international students), and any other charges such as re-issuance of qualification certificates / statements of attainment.
2. Tuition fees are fees directly related to provision of a course.
3. Tuition fees do not include the Overseas Student Health Cover (OSHC), enrolment fee, books and/or other materials required to undertake the program or compulsory activities where relevant (such as fieldwork or excursions).
4. All relevant fees are clearly mentioned in the Application Form – International Student and Letter of Offer and written Agreement – International Student.
5. prior to a student enrolling fees may be altered without notice. Once a student has completed enrolment, fees will not be subject 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.

## REFUNDS

1. All refund requests for visa refusal must be made in writing by emailing a completed SPI Refund Application Form to [reception@spi.vic.edu.au](mailto:reception@spi.vic.edu.au). The Refund Application form is available at SPI/ for download from the SPI website. The student must attach any evidence or documentation relevant to the refund application. All

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approved claims for refund are paid within 4 weeks of receiving the written claim to the student or a person authorised by the student.

2. For the Institute default on the agreement refunds will be made within 14 days of the default date.
3. For a student default on the agreement or withdrawal from the course, refunds will be made within 4 weeks of written notification being received by the Institute.
4. It is students' responsibility to apply for a refund if applicable.
5. The Finance Officer processes refunds and the Chief Operations Officer must approve student refunds.
6. If a student is dissatisfied with SPIC's decision in relation to their refund request the student may lodge an appeal under the Complaints and Appeals Policy and Procedure. The availability of complaint and appeal processes does not remove the right of the student to take action under Australia's consumer protection laws.
7. Details of refunds provided are maintained in electronic individual student folders and refund register.

### Fees and Refund arrangements for International students

#### Fee schedule

Course fee	Refer to course information section
Application fee	\$200 (for changes to enrolment)
Materials fee	As per course offer and written agreements
Recognition of Prior Learning fee	\$600 per unit
Credit transfer fee	No charge
Repeat unit fee	As per course offer and written agreements
Assessment resit fee (3 attempts) <sup>1</sup>	No charge
Re-assessment fee (after 3 attempts)	As per course offer and written agreements
Bank Transfer fee	What the bank charges for the transfer
Accommodation Services	Out sourced- contact College for details
Airport meeting	Out sourced- contact College for details
OSHC (Overseas Student Health Cover)	Out sourced- contact College for details

#### Refund arrangements

If a visa is refused by the Australian Government

Where a prospective student is refused an initial student visa by the Australian Government a full refund of course fees plus any materials fees paid will be made. In order to receive the refund students will have to provide authenticated evidence of the student visa refusal to the College and attach this evidence to a completed refund application form which is available from the College and can be sent by post, fax or email. The refund application must be used to apply for refunds and must be addressed to the CEO of the College.

<sup>1</sup> Students are entitled to 3 assessment attempts for each assessment task where they have been marked NYC. If the student is unsuccessful after 3 assessment attempts they will be required to repeat the unit and **pay** the repeat unit fee. Students found to have cheated or plagiarised work may not be entitled to re-sit assessments, instead they may be required to repeat the unit and pay the repeat unit fee. More details are in the Student prospectus/relevant policy procedure which is available by sending your request to : reception@spi.vic.edu.au

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### If the Institute defaults on delivery of qualifications

In the unlikely event that the Institute is unable to deliver your course in full, you will be offered a refund of all the course fees and materials fees you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by the Institute at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement. If the Institute is unable to provide a refund or place you in an alternative course our Tuition Protection Service (TPS) provided. In the case of provider default there is no requirement for a student to lodge a refund application form as the Institute will initiate payment of the refund.

### If a student defaults on their written agreement

If students want to withdraw from their course after fees have been paid, then refunds will be made in accordance with the written agreement that the student signs with the Institute. The written agreement will be sent to students who are accepted into a course and will not take effect until it is signed and dated by the applicant and received by the Institute.

### Cooling off period

SPI provides applicants a 7 day cooling off period. This means that if a student accepts an offer of a place and pays SPI relevant course fees before the course start date, and then changes their mind (for any reason), a full refund of course fees paid to date (minus the \$200 application fee) will be provided. Students must notify SPI in writing within 7 days of paying SPI any fees.

### Refund conditions

Tick Box	Reason for asking Refund	Refund protocols in place
	Registration/Enrolment Fees of AUD \$200	No refund of Registration/Enrolment fee of AUD \$200 will be done
	Visa refused prior to commencement (off-shore students)	Full refund of course fees less AUD\$ 200 (Registration/ Enrolment fee)
	*Visa extension refused/ Visa cancelled due to actions of the student (before course commences – on-shore students)	Full refund of course fees less AUD\$ 200 (Registration/ Enrolment fee)
	*Visa extension refused/ Visa cancelled due to actions of the student (after course commences – on-shore students)	Refund will be calculated as per refund amount calculator# and there will be no refund on any non-tuition fees paid
	Withdrawal at least 60 days or more prior to course commencement date	Full refund of course fees less AUD\$200 (Registration/Enrolment fee)
	Withdrawal less than 60 days but more than 28 days of prior to agreed start date of the enrolled course as indicated on the current Letter of Offer	50 % of fee deposit refunded Registration/Enrolment fees won't be refunded
	Withdrawal less than 28 days of prior to agreed start date of the initial enrolled course as indicated on the current Letter of Offer	No refund of deposit or Registration/Enrolment fees

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	**Withdrawal after course commencement	No refund of the tuition fees paid
	College is unable to provide the course for which the original offer was made before commencement (Provider default)	Full refund of course fees
	Course withdrawn by the College after commencement (Provider default)	Calculation as per Refund amount calculator# (Default period of Provider taken in count)
	Residency status change from International to Permanent resident (Provide application along with proof of visa status changes with copies from passport)	Fee status will change from next study period (If status is changed after the start of any study period)
	Airport pick-up	No refund
	Home stay fees and accommodation booking fee	No refund
	OSHC Refund Policy (Calculation of refund will be done as per the provider policy)	<p>If SPI has organized the OSHC, we will refund the OSHC directly to the student under following conditions:</p> <ul style="list-style-type: none"> <li>• Calculation of refund will be done as per the provider policy</li> </ul>

### Refund Calculator (ESOS Calculation of refund specifications)

Source: <https://internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/ESOS-Regulations/Pages/default.aspx>

Weekly Tuition Fees	Total tuition fees for the course/number of calendar days in the course 7
Weeks in default period	Number of calendar days from the default day to the end of the period to which the payment relates 7
Refund amount	Weekly tuition fees X Weeks in default period
Course Fees	Sum of Tuition and Non Tuition fees

\* Student must advise St Peter Institute of visa refusal. Student must apply to cancel their enrolment prior to course commencement and apply for refund.

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\* Student is not eligible to apply for any refund in case of change of mind that may include but are not limited e.g. change of course or transfer to the other provider due to any reason.

\*\* Students may have extenuating circumstances that prevent them from attending scheduled course dates that may include but are not limited to illness, family or personal matters, or other reasons that are out of the ordinary. Where evidence can be successfully provided to support the student's circumstances, course fees may either be transferred to the next available course where applicable, or a refund of unused course fees can be issued. This decision of assessing the extenuating circumstances is on the discretion the CEO and shall be assessed on a case by case situation.

### **Please note:**

- Where the student breaches St Peter Institute's Policies and Procedures no refund is payable.

### **Statement of Attainment:**

You are entitled, at no additional cost, to a formal Statement of Attainment on withdrawal, cancellation or transfer, prior to completing the qualification, provided you have paid in full for the tuition related to the Units of Competency to be shown on the Statement of Attainment.

Full details of refund arrangements and conditions are on the Written Agreement that the student and the Institute will sign once an application has been received, accepted by the Institute and an offer made to the student. There is no obligation on the student or the Institute until the Written Agreement is signed by all parties, funds have been cleared by the Institute bank and an official receipt is issued by the Institute.

The written Agreement and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

**Students are strongly advised to contact SPI with any questions they have about fees and refunds prior to submitting an application. Contact : [reception@spi.vic.edu.au](mailto:reception@spi.vic.edu.au)**

### **Tuition Protection Service**

The Institute is a member of the Tuition Protection Service (TPS). This means that the fees paid to the Institute are safeguarded if the Institute defaults on delivering the courses you are enrolled in.

In the unlikely event that the Institute is unable to deliver the course you have paid for and does not meet our obligations to either offer you an alternative course that you accept or pay you a refund of your unspent prepaid course fees, the TPS will assist you in finding an alternative course or to get a refund if a suitable alternative is not found.

The Tuition Protection Service (TPS) is an initiative of the Australian Government 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 course fees

SPI may receive up to 50% of total course fees for the course at any time before a student commences a course.

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Further information on the Tuition Protection Service can be accessed at:

<https://tps.gov.au/StaticContent/Get/StudentInformation>

### **How to make the payment:**

**Students shall only transfer the funds electronically to the bank account below:**

**Bank name – Commonwealth Bank Australia**

**Account Name – Angel United Group Pty. Ltd.**

**BSB – 063012 | Account number – 10434658 | SWIFT Code CTBAU2S**

**Or**

**Pay the fee by using a debit card/credit card**

Note: Once the students have received their invoice, the student will be required to pay the outstanding amount by the due date. **SPI does not accept cash for any kind for fees charged to the students.**

**SPI do not collect more than 50% of the total tuition fees for the course prior to commencement of the course.**

Under the ESOS Act providers must not receive more than 50% of the total tuition fees for the course before the student commences the course (or 100% for short courses that fall within one study period of 24 weeks teaching weeks or less).-Refunds are paid as per our Refund Policy and Procedure

### **References:**

<https://www.aei.gov.au/regulatory-information/education-services-for-overseas-students-esos-legislative-framework/esos-regulations/pages/default.aspx>

<https://internationaleducation.gov.au/Regulatory-Information/Pages/Recent-changes-to-ESOS.aspx>

[https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20ESOS%20Regulations%20Amendments%20180614%20\(4\).pdf](https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20ESOS%20Regulations%20Amendments%20180614%20(4).pdf)

[https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20ESOS%20refund%20specification%2040714%20\(2\).pdf](https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20ESOS%20refund%20specification%2040714%20(2).pdf)

<https://aei.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/ESOS-Review/Documents/Final%20FAQs%2031%20July%20numbered.pdf>