

Purpose

This policy establishes the conditions for fee payment, consequences for late payment, and criteria for granting refunds to ensure that refunds of fees are made in accordance with the *ESOS (Education Services for Overseas Students) Act 2000*.

Scope

This policy applies to prospective overseas students who have accepted a place at the Institute and overseas students currently enrolled at the Institute.

Responsibility

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

Definitions

Tuition Fee: The Tuition Fee is a compulsory academic fee payable by students for courses offered by the Institute. It excludes course material and other fees.

Tuition Protection Service (TPS): The Tuition Protection Service is a protection scheme for international students whose provider cannot fully deliver a course for which the student has paid. The TPS ensures that international students are able to either:

- a. complete their studies in another course or with another education provider or
- b. receive a refund of their unspent tuition fees.

Agreed Start Date/Course Commencement: Agreed Start Date (Course Commencement) means the day on which the course was scheduled to start as per the student's Confirmation of Enrolment (CoE), or a later date agreed between the Institute and the student for the start of the course.

Course Material Fee: A fee charged for the cost of providing course materials, textbooks, student guides and resource materials that are retained by the student as his/her personal property.

Administration Fee: An Administration Fee is a non-refundable fee that may be charged to students for providing services to students.

Withdrawal from the Course: Withdrawal refers to a student's deferral, suspension or cancellation of enrolment in courses offered by the Institute.

Principal Course: The **principal course** is the main **course** of study to be undertaken by an overseas student where the student visa has been issued for multiple **courses**, and is usually the final **course** of study. This **means** the transfer restriction applies to a student during all **courses** they undertake prior to the **principal course**.

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Institute Default: Institute default occurs when:

- a. the course does not start on the Agreed Start Date
- b. the course ceases to be provided at any time after it starts but before it is completed
- c. the course is not provided in full to the student because a sanction has been imposed on the Institute
- d. the student has not withdrawn before the default day.

Student default: A student default occurs when the Institute refuses to provide, or continue providing, the course to the student because of one or more of the following events:

- a. the course starts on the Agreed Start Date, but the student does not attend the classes on that day (and has not previously withdrawn)
- b. the student withdraws from the course (either before or after the Agreed Start Date)
- c. the student fails to pay an amount he or she is liable to pay to the Institute, directly or indirectly, in order to undertake the course
- d. the student breaches a condition of his or her student visa
- e. Student misbehaviour.

Conditions and Procedures for Payment and Late Payment of Tuition Fees

- a. The initial tuition fee for the first term as stated in the offer letter must be paid in advance before the issuance of CoE for a course to confirm the place at the Institute.
- b. The Institute will not receive more than 50% of the student's total tuition fee for a course before the student begins the course unless the course has less than one study period. A study period at the Institute is a Term (2 Blocks) of 10 weeks.
- c. The Institute will not require from students any remaining tuition fees earlier than two (2) weeks before the start of the student's second study period (or term). All tuition fees for each study period must be paid in advance (between 2 weeks before, and 1 working week or 5 working days after, the start of a study period).
- d. A late payment fee of \$50.00 will be levied on students who pay their fees within 10 working days after the start of the second study period (or term), or \$100.00 who pay their fees within 20 working days after the start of the second study period (or term).
- e. Students who do not pay their fees within 5 working days after the start of second study period will be issued a warning letter indicating that their COEs may be cancelled if they do not pay their fees for the current term within the further 10 working days. The letter will mention that if there are valid reasons (e.g.,

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- compassionate grounds, etc.) for not paying the fees by the late fee payment period, students can make an appeal to PEO within the further 20 working days after the expiry of the late fee payment period. If the student makes an appeal, the PEO will then act on student's appeal and inform student in writing about the decision, and based on PEO's decision, student's COEs may or may not be cancelled. If the student does not make any appeal within the appeal period, the student will be given further five working days to make an external appeal to Ombudsman and submit the decision of the external appeal in favour of student to the Institute. Depending on the outcome of the external appeal, his/her COEs may be cancelled as soon as practicable after the completion of external appeal period.
- f. Tuition fees are payable to the Institute by bank draft or bank or telegraphic transfer in Australian dollars made payable to the Institute.
 - g. International students are required to demonstrate to the Australian Government sufficient funds to cover their studies in Australia. Hence, financial hardship is not considered a valid ground for appeal.
 - h. When students have to do reassessments or repeat a unit, a repeat of unit fee is payable.
 - i. Students who enrol in additional courses will be required to pay a separate fee.
 - j. The tuition fee charged to the student will remain the same provided the student remains enrolled in the same course. If the student changes course a new tuition fee will apply.
 - k. If the student's visa status changes (e.g. becomes a temporary or permanent resident) and wants to continue his/her study, the student will continue to pay full overseas student fees for the duration of the enrolled program.
 - l. The Institute does not accept liability for any fees paid to an agent or third party in relation to an application for enrolment.
 - m. The Institute reserves the right to engage any third party to recover any outstanding fees payable to the Institute. If the third party recovers the fee then the cost to the Institute of engaging a third party to recover such outstanding fees will be charged to the student.
 - n. If a student does not pay outstanding fees or the third party can't recover the fees from the student or if his/her COEs cancelled due to non-payment of fees then the student will not be issued the statement of attainment or certificate of completion or any other documents that a student requests from the institute.
 - o. There will be no refund of administrative/enrolment fee of A\$ 200.00.

Requirements for Fee Refund

1. All refund requests are conditional on the following:

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

2. Visa Refusal

If a student visa application or visa renewal is refused by the Australian Government, a full refund of course fees, less administration fees, will be made. To receive the refund, students will have to provide the Institute with authenticated evidence of their student visa refusal.

However, no refunds will be granted where:

- a. an international student currently in Australia has their student visa cancelled by the Department of Immigration and Border Protection (DIBP) for a breach of visa conditions
- b. an international student currently in Australia has their student visa extension application refused by DIBP after the commencement of their studies, for not meeting visa requirements.

3. Institute Default

- a. In the unlikely event that the Institute is unable to start or deliver the course (known as Institute default), the student can choose to accept either:
 - i. a refund of course fees, which will be issued to the student within 14 days
 - ii. Or, be placed in an alternative course with the Institute or another provider. If the student chooses this option, they must sign a new written agreement to indicate they have accepted the placement.
- b. If the student chooses to receive a refund of course fees, the Institute will calculate the unspent portion of tuition fees paid to date (i.e. tuition the student has paid for, but which has not been delivered by the Institute). The refund will be paid within 14 days after cessation of the course.
- c. If the Institute is unable to provide a refund or place the student in an alternative course, the TPS will provide the student with options for suitable alternative courses (if any such courses are available), or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director.

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4. Course Withdrawal

- a. Where written notice of withdrawal is received by the Institute before the start date of the first course/first term of (a single course or packaged multiple courses), the Institute will refund the fees, as per the table below, less any administration fees.

Written Notice of Withdrawal Received	Refund Amount*
70 days or more before the first Course/first Term Start Date	100%
28 to 69 days before the first Course/first Term Start Date	80%
15 to 27 days before the first Course/first Term Start Date	70%
Within 14 days before the first Course/first Term Start Date, as well as from the day first Course/first Term started	No Refund

**Less any administration/enrolment fees*

- b. Where the student defaults, including withdrawing from a course, after the first course of the first term start date of (a single course or the principal course is usually known as the final course of study of the packaged multiple courses), there will be no refund of paid tuition fees.
- c. If the refund application is approved, refunds will be made available within 28 days (20 working days) of written notification being received by the Institute.
- d. According to ESOS Act and National Code 2007, if a student has received multiple CoEs with principal course as the last CoE (i.e., packaged courses), except under compassionate grounds or other conditions outlined in the National Code, the student will not receive release letter without completing six months of the principal course. Thus, students with packaged courses can't withdraw from the principal course without completing six months of study, except under compassionate grounds, and hence they will not be refunded for the courses under packaged courses which are not yet delivered.

5. Special Circumstances

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

6. Refund Procedure

- a. The student must complete an Application for Refund Form to apply for a refund and attach all evidence and supporting documents. Such documents may include, but are not limited to:

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- i. a completed Course Withdrawal Form provided by the Institute
 - ii. a letter from DIBP advising of a rejection of the student visa application or a refusal to extend a student visa
 - iii. proof of extenuating circumstances of a compassionate nature
- b. For an Institute default on the agreement, refunds will be made within 14 days of the default date.
 - c. All other refunds will be made within 28 days (20 working days) of the student's written notification being received by the Institute.
 - d. The Administrative Officer or a designated staff member must approve all student refunds.
 - e. Refunds will be paid in Australian dollars to the student or to the person nominated by the student on the refund application.
 - f. Details of refunds provided will be maintained in the student's file.

7. Payment of Refunds

- a. If a request for a refund is approved, the refund for an approved transfer to another Australian institution will only be made payable to the applicant's receiving institution in Australian dollars. The fund will not be refunded to the student.
- b. The remaining money, after transferring to another Australian institution, will only be made payable to the applicant in Australian dollars to the student's nominated bank account.

8. Student's Rights to Appeal

- a. Any student who is refused a refund by the Institute may appeal within 14 days in writing to the Student Support Officer.
- b. The Institute's appeal process does not restrict the student's right to pursue other legal avenues.
- c. This agreement, and the availability of complaints and appeal processes, does not remove the right of the student to take action under Australia's consumer protection laws.

Review History

Version	Date	Description of modifications
1	December 2012	Original
2	April 2015	Conditions for CoE cancellation for non-payment of tuition

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Version	Date	Description of modifications
		fees added
3	August 2016	Fines for late fee payment revised; refund for course withdrawal revised; Non-refundable administrative/enrolment fee of A\$200.00 introduced
4	May 2019	Definition of principal course included
5	November	Change in the training name and a logo as Kingston Institute Australia

Reference:

SNR 22; National Code Standard 2, 3