

Policy & Procedure

Fees & Refunds

Purpose

The purpose of this Policy & Procedure (P&P) is to ensure that the RTO has a fair and equitable fee structure and refund policy.

Scope

This P&P provides guidance on the implementation of the RTO fees and refund policy and procedure when courses are cancelled or discontinued; or when students cancel, withdraw or lodge a grievance which is upheld.

Inputs

Standards for RTOs 2015

Standard 5 - Each learner is properly informed and protected.

5.3 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 or the commencement of training and assessment, whichever comes first, specifying:

- a) all relevant fee information including:
 - i. fees that must be paid to the RTO; and
 - ii. payment terms and conditions including deposits and refunds.
- b) the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies.
- c) the learner's right to obtain a refund for services not provided by the RTO in the event the:
 - i. arrangement is terminated early; or
 - ii. the RTO fails to provide the agreed services.

Standard 7 - The RTO has effective governance and administration arrangements in place.

7.3 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.

Schedule 6.

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:
 - a. 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
 - b. 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:
 - a. the learner will be placed into an equivalent course such that:
 - i. the new location is geographically close to where the learner had been enrolled; and
 - ii. the learner receives the full services for which they have prepaid at no additional cost to the learner; or
 - b. 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.

National Code 2018

Standard 2 - Recruitment of an overseas student

- 2.1 Prior to accepting an overseas student or intending overseas student for enrolment in a course, the registered provider must make comprehensive, current, and plain English information available to the overseas student or intending overseas student.
- 2.1.7 indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and the registered provider's cancellation and refund policies.

Standard 3 - Formalisation of enrolment and written agreements

- 3.3 In addition to all requirements in the ESOS Act, the written agreement must, in plain English:
- 3.3.4 list all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their course commences).
 - 3.3.5 provide details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply
 - 3.3.8 state that the student is responsible for keeping a copy of the written agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees.
- 3.4 The registered provider must include in the written agreement the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:
- 3.4.1 amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider)
 - 3.4.2 processes for claiming a refund
 - 3.4.3 the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act
 - 3.4.4 a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS.

Tuition Protection Service

The TPS is a placement and refund service to assist overseas students whose registered providers are unable to fully deliver their course of study. The TPS ensures overseas students can either:

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

ESOS Act

18) Payments to providers

- (1) If a registered provider for a course enters into an arrangement with one or more other providers to provide the course jointly, the arrangement must:
- a) be such that the students pay their tuition fees to the registered provider and not directly to the other providers; or
 - b) both:
 - i. be in writing; and
 - ii. provide for the receipt and disbursement of any tuition fees paid by students
- (1A) However, for the purpose of determining the registered provider's obligations under this Act, any tuition fees paid by students directly to any of the other providers is taken to have been paid directly to the registered provider.

Note: If a registered provider breaches this section, the ESOS agency for the provider may take action under Division 1 of Part 6 against the provider.

27) Tuition fees

- 1) A registered provider must not receive, in respect of an overseas student or intending overseas student, more than 50% of the student's total tuition fees for a course before the student has begun the course.

- 2) Subsection (1) does not apply if:
 - a) either of the following choose to pay more than 50% of the overseas student's, or intending overseas student's, total tuition fees for a course before the student has begun the course:
 - i. the student.
 - ii. a person who is responsible for paying those fees; or
 - b) the course has a duration of 25 weeks or less.

28) Obligation for registered provider to maintain account

Requirement to maintain account.

- (1) A registered provider who receives, in respect of an overseas student or intending overseas student, tuition fees for a course before the student has begun the course must maintain an account in accordance with this section.

Note: Providers covered by section 31 are not required to comply with this section.

Account to be maintained with an Australian ADI

- (2) The account must be maintained with an Australian ADI (within the meaning of section 9 of the Corporations Act 2001).

Requirement

Domestic Students

Where the RTO requires individual learners to pay fees, fee information must be provided prior to enrolment or commencement of training and assessment (whichever is earliest), about:

- all fees payable to the RTO, clearly describing all costs involved with the course.
- how and when fees must be paid
- how to request a refund, and
- conditions and under which a refund would be provided.

Where a learner is being enrolled under any payment plan or delayed payment arrangement, the terms of the arrangement must be clearly stated, including any debt that may be incurred; when repayment is required and under what conditions; and any associated fees, indexation, or interest.

If the RTO collects more than \$1500 per learner in prepaid fees, they must take action to protect the prepaid fees that exceed \$1500 for any learner. In these instances, there must be at least one protection measure in place for each learner; however, this does not have to be the same measure for all learners.

The options available to an RTO which collects fees in advance are designed to protect individual students in the event that the RTO is unable to deliver the training, assessment and support services agreed with the student.

These requirements do not apply if you contract with a company to deliver training to their employees, paid for by that company.

Overseas Students

Prior to accepting an overseas student or intending overseas student for enrolment in a course the RTO must provide information on tuition and non-tuition fees. All tuition and non-tuition fees and payment terms must be listed in the written agreement. The written agreement must also state that the student is responsible for keeping a copy of the receipts for any payments of fees.

The RTO must also provide information on any refunds available, how much will be repaid, how refunds can be claimed and to whom.

CRICOS registered RTOs must also satisfy the requirements of the Tuition Protection Service (TPS) under the Education Services for Overseas Students Act 2000. The TPS requires that not more than 50 per cent of the fees for an overseas student be prepaid. This applies even if 50 per cent of the course fees would be less than the threshold prepaid fee amount.

Reference Documentation

Other reference documentation which relates to this P&P includes:

- Tuition Protection Service Website (<https://tps.gov.au/Home>)

Tools & Templates

This P&P is supported by the Tools & Templates identified at each stage in the process.

Policy

Protection of fees paid in advance.

- IIA protects the fees that are paid in advance by both domestic and overseas students as follows:

For Domestic student fee protection is ensured as follows:

- IIA does not require a student to ever pay more than \$1500 in advance for services not yet provided, either prior to course commencement or at any stage during their course. Fees will be paid off during the course in instalments according to a set payment plan.

For Overseas 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.
- IIA does not require overseas students to pay more than 50% of course fees prior to course commencement. However, IIA 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 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, IIA will require students to pay the full cost of the course prior to course commencement.
- IIA pays into the Tuition Protection Service (TPS) provided by the Australian Government.

Fees and refund information

- Fee information relevant to a course is outlined in detail on the Student Agreement and summarised on the Course Outline as well as IIA's website. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment or commencement of studies whichever is first.
- For overseas 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 overseas students includes:

Refunds for International Students:

All course fees for international students include a non-refundable enrolment fee which is detailed on the Student Agreement. The deposit is non-refundable, except in the circumstances detailed below.

Full Refunds

A full refund of any fees paid (including the deposit) will apply if IIA is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances. Funds will only be refunded to the person who pays the course fees and not to a third party.

Full refund -

A full refund of any course fees paid will be provided to students in any of the following circumstances:

- If IIA is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- Where a course does not start on the starting date outlined in the Letter of Offer
- 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).
- At the discretion of IIA'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.
- If an offer of a place is withdrawn by IIA and this is not due to incorrect or incomplete information being provided by the student.

Claiming a full refund -

In any of the above situations, IIA 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 14 days. The refund may include:

- 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 overseas student 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 Refund Policy and Procedures, 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.

Refunds will be issued within 14 days.

Partial Refunds

Provider default

- Partial refunds will be paid in the event of provider default. The refund will be calculated from the day of the default as per section 7 of the Education Services for Overseas Students (Calculation of Refund) (ESOS Act 2000) Specification 2014 for overseas students.
- Partial refunds will also be provided in the same manner as for provider default (as above) where IIA fails to enter into a written agreement with a student or the Student Agreement is not compliant with the requirements of the Standards for Registered Training Organisations 2015, the ESOS Act 2000 or the National Code 2018.

Student default

- If an international student is refused a visa before commencing their course, IIA will refund the total amount of all course fees (tuition and any non-tuition fees) received for the course less the sum of AUD \$250 enrolment fee.
- If an international student is refused a visa (student default) but has already commenced their course, non-tuition fees will not be refunded. However, tuition fees will be refunded from the day of the student default as per Section 7 of the Education Services for Overseas Students (Calculation of Refund) (ESOS Act 2000) Specification 2014.
- If a student has supplied incorrect or incomplete information and as a result IIA withdraws the offer prior to commencement of the course, the student will be eligible to receive a refund of course fees paid, less AUD \$250.00 enrolment fee as per the table below.

Claiming a partial refund

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 and the following applies:

- Students who have not completed a Withdrawal 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 IIA to provide those services.
- The outcome of the refund assessment will be provided in writing to the student's registered address within 10 business 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 / re-assessments, does not entitle the student to a refund

Circumstances in which a refund may not be paid.

A student is not entitled to a refund in the following circumstances (as per the table):

- Where a student is refused a visa and the reason for the refusal was because the student did not start the course at the location on the agreed starting day or the student withdrew from the course at that location, or the student did not pay the fees due.
- Where IIA terminates the student's enrolment because of a failure to comply with IIA policies, misbehaviour, or unsatisfactory course progress.

Please refer to below table for IIA refund guide:

Written notice of withdrawal received	Refund of fees paid (term withdrawing) *	Refund of fees paid (future term) *	Refund of material fees
28 days or more before the course/term start date	80%	80%	100%
15 to 27 days before the course/term start date	70%	80%	100%
Within 14 days before the course/term start date, as well as from the day course started	No refund	80%	100%

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 IIA 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.

Tuition Fee

Information on all possible tuition fees is cited on the IIA Prospectus, please confirm tuition fee from the prospectus or authorised agent / friendly staff for the chosen courses of study to fill in exact details in this form.

Non-Tuition Fees - Additional Fees and Charges

- Material Fee varies from course to course depending upon the need of the course; refer to course fee and charges section in prospectus, website or speak to a friendly staff on campus to confirm information.
- Credit Card Surcharge: 2.50% surcharge on Visa and Master Card
- Enrolment / admin fee: AUD \$250.00
- Charges for Late Fee Payment
 - 7 days past due date of payment: AUD \$200.00
- Second course enrolment fee: NIL
- Re assessment Fee: \$500 per unit (Payable after two free re-attempts)
- Re-issue of Student ID card: AUD \$20.00
- Re-issue of any Academic Transcript (Certificate, Diploma): AUD \$100
- Deferment of Enrolment AUD \$200 - This fee applies if student wish to defer his/her enrolment.

Tools & Templates

- Student Request Form
- IIA Website
- IIA Prospectus
- IIA Student Handbook
- IIA Refund Form

Output: Each student is informed of the IIA fee structure and refund policy prior to their enrolment.

Responsibility: Administrator

Collect Fees

IIA collects fees as part of the enrolment process. Students are required to make a payment after the Letter of Offer has been provided by the College to the student and student has submitted back the signed Letter of Offer.

Students can return the signed Letter of Offer with a receipt for payment electronically or they can come to the College reception to make the payment.

College account details will be provided on Letter of Offer.

- A late payment fee of two-hundred dollars (\$200) will be applicable to students who do not pay the tuition fee by their due date or as specified in the invoice.
- Students must pay all fees, including tuition fees, directly to IIA either by electronic transfer, a bank draft or telegraphic transfer (or other approved payment options) in Australian dollars made payable to IIA.
- If the student tuition fee is outstanding after the due date or any date mentioned in the invoice, a final notice and/or email will be issued within two (2) weeks of the original invoice due date.
- If a student fails to make the payment of the outstanding fees even within 7 days of after final notice and/or email is issued, their enrolment will be suspended.
- The suspension of enrolment will cause following restrictions to apply: loss of access to IIA library services, learning management system, classroom, computer system including internet and other resources and services; additionally, loss of access to enrolment records, results, and academic certificates; and inability to attend any classes which may result in students having to repeat missed work and units.
- If a student with a suspended enrolment makes no further payment or does not contact the institute concerning their debt within 7 days of suspension date, their enrolment may be cancelled and thereafter will be reported to DHA via PRISMS.
- An additional fee is applicable when students must repeat a subject (unit fee) which is payable at **\$500 per unit**.

Tools & Templates

- IIA Letter of offer and written agreement
- Student Management system (Wisenet)

Output: Initial fee received, additional related fees.

Responsibility: Receptionist / Administrator

Receipt of fees acknowledged.

Students are to be provided with a receipt (either a hard copy or electronically via email as requested by students) for all fees paid by students towards their enrolled course.

Output: Receipts issued to students

Responsibility: Receptionist / Administrator

Refunds

When a student cancels / withdraws from an enrolment, fees are to be refunded in accordance with the policy and as below:

Written notice of withdrawal received	Refund of fees paid (term withdrawing) *	Refund of fees paid (future term) *	Refund of material fees
28 days or more before the course/term start date	80%	80%	100%
15 to 27 days before the course/term start date	70%	80%	100%
Within 14 days before the course/term start date, as well as from the day course started	No refund	80%	100%

*Less administration fees.

Tools & Templates:

- IIA Website
- IIA Prospectus
- IIA Student Handbook
- IIA Refund Form

Output: Fees refunded

Responsibility: Receptionist / Administrator

Key Performance Indicator:

The effectiveness of this P&P will be measured by

- The receipt of the correct fees as stipulated.
- Students' acceptance of refunds issued in accordance with the policy.

Version history

Version	Date	Description of modifications
1.0	January 2024	Initial Draft
2.0	August 2024	Final