

## **FEES, CHARGES AND REFUND POLICY**

### **INTRODUCTION**

In accordance with The National Code (Standard 2 – Recruitment of an overseas student) and Clause 5.3 of the Standards for RTOs, JMD Business Institute trading as State Institute of Training (SIT) must provide information regarding tuition and non-tuition fee and the Refund Policy. This information must be provided to the student prior to enrolment

### **POLICY**

#### **Information about Fees and Charges**

- In accordance with The National Code (Standard 2 – Recruitment of an overseas student) and Clause 5.3 of the Standards for RTOs, SIT provides current Fee information to students prior to enrolment. This is provided via Pre-Enrolment Course Information Sheets, Brochure and the SIT Website. The Tuition Fee and Non- Tuition Fee is also clearly mentioned in the Letter of Offer and the Enrolment Agreement provided to the student.
- Fee information includes:
  - Tuition Fees
  - Non Tuition Fees - All costs for the course including application fees, any materials fees or levies, OSHC charges etc
  - Payment terms
  - Information that this fees does not include the cost of Living in Australia
  - Advice on the potential for changes to the fees over the duration of a course.
- The Enrolment Agreement and the Student Handbook which are provided prior to enrolment, includes this Fees, Charges and Refunds Policy and Procedure and informs the student of their consumer rights. Students are asked to sign the Enrolment Agreement in acknowledgement of the terms and conditions of the enrolment and this policy.

#### **Course fee inclusions**

- Course and 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. However, in the case of re-assessment, where a student fails to achieve a satisfactory outcome after three attempts at an assessment task, an additional fee may apply for additional training and re-assessment. This fee is outlined on the Enrolment Agreement.
  - One copy of the required Learner Guide for each student unless otherwise stated on the Course Outline.
  - 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). Re-issuance or additional copies of these documents will attract a fee of \$50 per document.

- Course and tuition fees do not include:
  - OSHC charges
  - Cost of living in Australia
  - Any optional textbooks and materials that may be recommended but not required to complete a course.
  - Replacement Learner Guides if original copies are lost or misplaced. Costs for replacements are outlined on the Student and Employer Agreement.
  - Stationery such as paper and pens.
  - Re-assessment if required, as outlined above.
  - Re-issuance of AQF certification documents – a cost of \$50 per document applies.
  - Direct debit setup, transaction and dishonour fees (where applicable).
  - Credit card payment surcharges.
- SIT cannot guarantee that students will successfully complete the course in which they enrol regardless of whether all fees due have been paid.
- Additional fees may apply resulting from any variation to the original Course:  
Other fees applicable include the following;
 

a) ECOE Change Fee	\$200
b) Course Deferment Fee	\$200
c) Late Payment Fee (as per the Payment Plan)	\$50
d) Re – enrolment in a Unit of Competency	\$500 per unit
e) Replacement of Certificate or Statement of Attainment	\$50.00
f) Replacement Student ID Card	\$20.00
g) Assessing RPL Application	\$200 per unit

### **Payments**

- The Initial deposit payment is required as outlined in the Letter of Offer to issue a COE. This amount must be paid prior to course commencement.
- Payments can be accepted by EFTPOS, electronic transfer, credit card, money order or direct debit.
- Credit card payments may incur a surcharge from the student’s Bank.
- Payments for all fees must be in Australian Dollars
- 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.
- SIT 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.
- SIT will not issue any qualification until all fees are paid in full.

**Protecting fees being paid in advance**

- SIT acknowledges that it has a responsibility to protect the fees paid by students in advance of their training and assessment services being delivered.
- SIT will accept payment of no more than \$1,500 from current or prospective students prior to the commencement of the course.
- Once the course commences, SIT will require payment of additional fees in scheduled payments as per the Payment plan from the student but only such that, at any given time, the total amount required to be paid does not exceed \$1,500.
- Tuition Protection Service (TPS), SIT will inform students about the how to access the Tuition Protection Service via SIT's website. This information will also be provided to students prior to enrolment.
- In the case where SIT is not able to deliver the course to the students, 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.

**Debt Collection**

- The debt for fees payable becomes immediately due when the student fails to honor instalment payments.
- SIT will make all reasonable efforts to contact the students via mail, email or SMS. Failure to return contact will result in referring the matter to a lawyer or debt collector.
- In case the issue is referred to a debt collector or solicitor the student will be liable for all charges including financial charges.
- Non-payment of fee will result in the cancellation of the enrolment. The student will be issued with a statement of attainment in the units of competency completed.

**Cooling Off Period**

- The Australian Consumer Law (ACL) gives consumers who enter into an unsolicited contract, the right to cancel the contract within a 'cooling-off' period.
- The purpose of a cooling-off period is to protect a student from being bound by an unsolicited contract that does not fit their needs, by giving them time to reassess and cancel the contract if necessary.
- The cooling-off period for individuals is 10 business days. This period starts the day after the agreement is signed.
- The student can cancel Enrolment Agreement during the 10 business days by mailing a written cancellation request to SIT.

## REFUND POLICY

- Refunds applications after course commencement is only in relation to Tuition Fees, Enrolment Fee and Material Fee are non-refundable.
- SIT is not able to provide any refunds for fees paid to third parties such as education agents and OSHC
- Students can not apply for a refund where they have defaulted on payment instalment of Tuition and material fees as per the payment plan.

### How to apply

- Refund of the fees will only be granted in accordance with the Refund Policy.
- Student must submit the Refund Request in writing to Student Administration using the Refund Application Form. The Refund application form is available at SIT Reception desk and on our website
- The student will need to supply in writing, the nominated method of reimbursement
- It is student's responsibility to provide correct account details. SIT will not authorise the transfer of fees to any other student's account.
- All refund applications will be processed by SIT within 20 working days of the application and evidence of documentation received.
- SIT will provide the student with a statement detailing the calculation of the refund.
- Payment of a refund application automatically cancels a student's enrolment.
- SIT will only make the refund payments directly to the student's account. This account must be the same account from which the tuition fee was received. If the student wishes to nominate another account to receive refund, they must do so in writing.

### Refund Approvals

All refunds must be approved by the CEO.

### FULL REFUND CONDITIONS

SIT will make a full refund of course fees paid in the following circumstances:

#### 1. Visa refused before commencement date

If a student's initial visa is not granted, a full refund of fees received by SIT will be refunded to the student less the Administration Fee of \$500

*Please note: Without proof of refusal from the Department of Home Affairs, NO refund will be granted.*

#### 2. Provider Default - SIT does not commence or ceases delivery of a course

Provider default is under the following circumstances:

- The course does not begin on the agreed commencement date; or,
- The course ceases to be provided at any time after it commences but before it is completed; or,
- The course is not provided in full to the student because a sanction has been imposed on SIT or any other reason.

- If SIT does not commence a course on the due date, a full refund of tuition fees paid will be made within 10 working days of the specified starting date in accordance with the refund provisions of the ESOS Act. Fees may be transferred to an alternative enrolment where the student agrees.
- If SIT is unable to complete the course due to unforeseen circumstances, any 'unused tuition' fees are to be refunded to the student.
- Where there is an instance of provider default in the above circumstances, SIT may arrange for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding course money. Where the student agrees to this arrangement, SIT will not be liable to refund the money owed for the original enrolment.

### **Tuition Protection Service**

In case of provider default, student tuition fee is protected under TPS (Tuition Protection Service). The Tuition Protection Service is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. For more information on TPS for international student, please visit: <https://tps.gov.au/>

### **PARTIAL REFUND CONDITIONS:**

#### **1. Student withdraws within cooling off period or more than 30 days before course commencement date**

If a student withdraws from the course within the cooling off period, all fees paid are refundable, less an Administration fee of \$500.

If written notice of withdrawal is received more than 30 days prior to the initial course commencement, all fees paid are refundable, less an Administration fee of \$500.

#### **2. Student withdraws less than 30 days but more than 15 days before course commencement date**

If written notice of withdrawal is received less than 30 days but more than 15 days prior to the initial course commencement, 50% tuition fees is refundable, less an Administration fee of \$500.

#### **3. Unused tuition fee for future courses**

In the case where a student cancels their enrolment and requests a refund after the course commencement date, there will only be refund on unused tuition fee for future courses. An Administration fee of \$500 will be charged.

### **NO FEE REFUND CONDITIONS**

#### **1. Student withdraws less 15 days before course commencement date**

If written notice of withdrawal is received less than 15 days prior to the initial course commencement, there would be No Refund.

#### **2. RPL Application Fees**

SIT will not refund any RPL application fees should the student be deemed as unsuccessful in RPL Application. Note that the student may lodge an appeal on RPL decision at no cost – refer to the Complaints and Appeal policy.

#### **3. Non-tuition-based fees**

Non-tuition-based fees such as Enrolment Fees and Material Fees after course commencement will not be refunded under any circumstances.

**4. Withdrawal from course**

Students who withdraws from their studies after the commencement of their course is required to pay the balance of their tuition fee for the current study period before the date of cancellation of their COE.

**5. Enrolment Cancellation**

Student's enrolment is cancelled because of misconduct of student with Student Code of Conduct Policy or the student breaches SIT Policies and Procedures there is no refund applicable.

**6. Student abandons their course**

Student abandons their course without formally cancelling their enrolment: there will not be any refund.

**7. Transfer to another provider**

In the case where a student seeks and is granted approval by SIT to transfer to another provider prior to completion of six-month study of the principal course, there will only be refund on unused tuition fee for future courses.

**8. Visa cancellation**

If Student's visa is cancelled due to any action of student, there is no refund.

**9. Student's extension of Visa is not granted:**

There will only be refund on unused tuition fee for future courses. Students are advised not to enrol or re-enrol if they are uncertain if their visa will be extended.

**10. Future CoEs**

In the case where a student is enrolled in a package of courses, the fees paid as an initial deposit for the future CoEs is non-refundable.

**Extenuating Circumstances**

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 will be issued. This decision of assessing the extenuating circumstances rests with the CEO and shall be assessed on a case by case situation.

**COMPLAINTS AND APPEALS**

- Students can choose to appeal any decision made by SIT in relation to refunds or any other issue in accordance with the Complaints and Appeals Policy and Procedures.
- International students can make a complaint to the Overseas Student Ombudsman ([www.oso.gov.au](http://www.oso.gov.au)) if they are not satisfied with SIT's internal complaints and appeals process.
- The availability of complaints and appeals processes, does not remove the right of the student to take action under Australia Consumer Law.