

Fee Administration and Refund Policy

RELEVANT STANDARD(S):

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| Standards for Registered Training Organisations (RTOs) 2015 | Clause 5.3 |
| Education Services for Overseas Students Act 2000 | <i>Part 3—Obligations on registered providers</i> <ul style="list-style-type: none"> ▪ Division 2—Tuition fees <i>Part 5—Tuition protection service</i> |
| National Code of Practice for Providers of Education and Training to Overseas Students 2018 | <i>Standard 2 Recruitment of an overseas student:</i> <ul style="list-style-type: none"> ▪ Clause 2.2 <i>Standard 3 Formalisation of enrolment and written agreements:</i> <ul style="list-style-type: none"> ▪ Clause 3.1 – 3.6 |

PURPOSE

National Training College adheres to the relevant compliance and legislative frameworks such as the Standards for Registered Training Organisations (SRTOs 2015) and ESOS Legislative Framework. As such, **National Training College** will provide transparency in the application and administration of fees and charges including refund and will put in place a fair and reasonable refund process.

The purpose of this policy is to provide for the appropriate application and administration of fees and handling of client refunds.

POLICY PRINCIPLES

implements fair and reasonable refund practices and transparent and process for fee application and administration. **National Training College** will ensure that:

1. prospective students are aware of its fee policies in order to make informed decisions about enrolment in a course;
2. its fee and refund policy is prominent and accessible to its staff, prospective students, and existing students;
3. it implements and maintains a process for fair and reasonable refund and fees paid; and
4. it provides refunds for fees and charges paid by clients, where training and assessment activities have not been delivered

Fee Information

1. **National Training College** will inform its prospective students and employers (if applicable) of the full and accurate course fees associated with the training and the refund policy before enrolment.
2. **National Training College** will ensure that the fee and refund policy is accessible to its staff, prospective students and existing students. The fee information will include but will not be limited to the following information:
 - a. Breakdown of the course fee (if any)
 - b. Fee and Refund policy
 - c. Incidental fees
 - d. Compulsory fees
 - e. Additional charges or co-contributions
 - f. Methods of fee collection
 - g. Process for recovery of outstanding student fees
3. For any incidental fees that may be applicable, **National Training College** will inform the prospective student before enrolling that such fees are a charge for an essential good or service and that the student has a choice of acquiring this from a supplier other than **National Training College**.

Fee Administration

1. **National Training College** will only charge fees for accredited training in accordance to the fee information published and provided to the prospective student and the Fee Administration and Refund policy.
2. **National Training College** will retain accurate course fee payment, waiver, exemption or refund record for each student.
3. **National Training College** will require payment prior commencement of training as well as pre-payment plans for students.
4. **National Training College** will allow participant course fees to be paid on behalf of the student by their employer or another third party (if applicable).

5. **National Training College** will maintain an account with an Australian ADI (authorised deposit-taking institution). Fees will be paid into the account within 5 business days of receiving the fees.
6. **National Training College** will ensure that, at all times, there is a sufficient amount (the protected amount) standing to the credit of the account to repay all tuition fees to every overseas student or intending overseas student (a relevant student):
 - a. in respect of whom tuition fees have been paid to the provider; and
 - b. who has not yet begun the course that the provider is to provide to the student
7. **National Training College** will ensure that withdrawal from the account, so as to reduce the balance of the account below the protected amount, is done only if:
 - a. the amount is withdrawn to pay a refund in case of provider default, refund under a written agreement about student default and other refunds, in relation to, a relevant student; or
 - b. the provider arranges, under provider default, for a relevant student to be offered a place in an alternative course at the provider's expense and the amount is withdrawn to pay the alternative provider in relation to the relevant student; or
 - c. the amount is withdrawn to pay the TPS Director when provider defaults in relation to the relevant student.
8. **National Training College** will ensure that withdrawal from the account in accordance with the provisions mentioned above, will not be more than the amount of the tuition fees received from the relevant student before the student begins the course.
9. **National Training College** will pursue to contact students who have not requested a refund within 4 weeks of leaving the College and keep such evidence on the student file.

Fee Payment Arrangements

1. **National Training College** does 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, unless:
 - a. either the student or the person who is responsible for paying the course fees 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
 - b. the course has a duration of 25 weeks or less.
2. All outstanding fees must be paid in full before certification will be issued by the COMPANY.

3. All outstanding fees must be paid by the student and understands the COMPANY will not issue a Letter of Release if fees are owed for the current study period.
4. Flexible payment arrangements, such as instalments, credit card, and direct debit, cheques and EFT remittance are acceptable to accommodate the diverse financial situations of clients.

Outstanding Student Fees

1. If payment instalment / arrangements are in place, and a payment becomes overdue and remains unpaid for a period in excess of 14 days, **National Training College** reserves the right to suspend the clients learning or assessments (or both) until all fee payments are up-to-date.
2. Non-payment of fees by the due date for continuing enrolments will result in suspension of training. **National Training College** will notify all parties in writing if suspension. Once payment has been finalised, parties will be notified of the recommencement of training.
3. **National Training College** will charge a recommencement fee for any suspended training to cover administration cost.
4. **National Training College** will not issue SOAs or Certificates if training fees are outstanding.
5. **National Training College** will inform students of its process for the recovery of outstanding student fees prior to enrolment through the Fee Administration and Refund Policy.

Tuition Protection

1. **National Training College** utilises the Tuition Protection Service (TPS). The 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 ensure that international students are able to either:
 - a. Complete their studies with another course or with another education provider
 - b. Receive a refund of their unspent tuition fees.

National Training College meets its obligations to provide TPS for all international students. For more information visit the [TPS Website](#)

Refund Policy Principles

1. Details of **National Training College** Refund Policy are publicly available to prospective students and employers (if applicable), staff and existing students and employers (if applicable).
2. **National Training College** will make students aware of the refund policy prior enrolment.
1. With regard to all withdrawal of training, **National Training College** will first encourage a client to continue training or provide other options such as enrolling to another course date, prior to processing refund applications. It is the policy of the **National Training College** to ensure that all applications for refund of fees are considered.
2. Students may contact the Student Support Officer in person or through the following contact details for enquiries or any questions regarding refund request and withdrawal from training:
 - a. Contact number: **(08) 8317 5113**
 - b. Email address: courses@nationaltrainingcollege.com.au
3. **National Training College** requires written notification of withdrawal from training and refund request; this may be via letter, email or through the completion of the **Withdrawal from Training Form and Refund Request Form** with relevant evidence supporting the request. Refund will be assessed upon receipt of the request. Statement of fees that includes all fees applied and any fees refunded (if applicable) will be provided where a student withdraws from training.
4. Special consideration may be given as per Management review and approval, in extenuating circumstances (compassionate/compelling) with sufficient supporting evidence in consideration of the best interest of the student and/or their immediate family.
5. **National Training College** may provide consideration for refund for students who have commenced training with the discretion of the CEO/Manager.
6. **National Training College** will charge a non-refundable **Administration Fee** to cover administration costs.

7. All refunds will be paid in Australia dollars to the student or organisation who entered into the contract with the **National Training College** or the person nominated by the student in the written agreement to claim refunds.
8. **National Training College** does not provide refund where:
 - a. There are changes to work hours
 - b. Personal inconvenience / travel inconvenience
 - c. Moving interstate
 - d. Cancellation of student enrolment due to misbehaviour / breach of the **National Training College's** code of behaviour
9. **National Training College** does not accept liability for loss or damage suffered in the event of withdrawal from a course by a client.
10. Refunds for cancellation of enrolments and other conditions are granted based on the **Refunds Table** and **Minimum Refund Calculation Table according to the Education Services for Overseas Students (Calculation of Refund) Specification 2014** as outlined in the annex of this policy.
11. Where a compliant international student agreement is not in place, or if a student's visa is refused (with exception in reference to 47D(5) of the ESOS Act 2000) refunds will be calculated in accordance with Minimum Refund Calculation Table of this policy (see Annex).

Provider Default

1. A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, either the provider fails to start to provide the course to the student at the location on the agreed starting day or the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and the student has not withdrawn before the default day.
2. In the unlikely event that **National Training College** cannot offer or cancels a course the following options are available:
 - a. arrange for an alternative course with another registered CRICOS provider at National Training College's expense
 - b. provide refund according to the minimum refund calculation table of this policy (see annex)
3. The student may accept or reject the offer for an alternative course in the event of provider default. If the offer is accepted a new Acceptance of Offer must be signed for the new course.

4. **National Training College** will notify, in writing, the ASQA and the TPS Director of the default within **3 business days** of the default occurring. This notice will include:
 - a. the circumstances of the default;
 - b. the details of the students in relation to whom the **National Training College** has defaulted;
 - c. advice as to:
 - i. whether **National Training College** intends to discharge its obligations to those students under provider default; and
 - ii. (if appropriate) how **National Training College** intends to discharge those obligations.

5. **National Training College** will fulfil its obligations to student due to provider default within **14 days after the default** day following the **provider obligation period**.

6. **National Training College** will give a notice of the outcome of the discharge of obligations in relation to provider default to ASQA and the TPS Director within **7 days after the end of the provider obligation period**. The notice will include the following:
 - a. whether the provider discharged its obligations to the students in accordance with its obligations in case of provider default;
 - b. if the provider arranged alternative courses:
 - i. details of the students the provider arranged alternative courses for; and
 - ii. details of the courses arranged; and
 - iii. evidence of each student's acceptance of an offer of a place in an alternative course;
 - c. if the provider provided refunds:
 - i. details of the students the provider provided refunds to; and
 - ii. details of the amounts of the refunds provided.

Student Default - VISA Refusal

1. Refund will be provided to students who are unable to obtain a visa to enter Australia to undertake their study according to the minimum refund calculation table of this policy (see Annex).

2. Students are required to provide written evidence of the visa refusal from the relevant authority in order to process the refund.

3. **National Training College** will pay the refund within the **provider obligation period of 4 weeks** after receiving the refund request and written evidence of visa refusal.
4. Where a student's visa is refused, even if there is a compliant written agreement in place or where there is no compliant written agreement in place, **National Training College** will give a notice of the outcome of the discharge of obligations in relation to such cases to ASQA and the TPS Director within **7 days after the end of the provider obligation period which is 28 days after the default occurs**. The notice will include the following:
 - a. whether the provider provided a refund in other cases;
 - b. details of the student the provider provided the refund to;
 - c. details of the amount of the refund provided.

Student Default – Refund under a written agreement

1. An overseas student or intending overseas student defaults, in relation to a course at a location, if
 - a. the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
 - b. the student withdraws from the course at the location (either before or after the agreed starting day); or
 - c. the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
 - i. the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;
 - ii. the student breached a condition of his or her student visa;
 - iii. misbehaviour by the student.
2. **National Training College** will pay a refund if an overseas student or intending overseas student defaults in relation to a course provided at a location according to the International Student Agreement entered into with the student. The refund will be paid within the **provider obligation period of 4 weeks after receiving a written claim from the student**.
3. As an exception, **National Training College** will not provide a refund if the student was refused a student visa due to one or more of the following acts or omissions by the student that directly or indirectly cause the student to default:
 - a. the student's failure to start the course on the agreed starting day;
 - b. the student's withdrawal from the course;
 - c. the student's failure to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course

COMPLAINTS AND APPEALS

International students who are not satisfied with the decision made by **National Training College** regarding a refund request may access the **National Training College's** Complaints and Appeals Policy and Procedure. Students must go through and complete the formal complaints and appeals process of **National Training College** before seeking any external appeal.

This policy, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under Australian Consumer Law if the Australian Consumer Law applies.

MONITORING AND IMPROVEMENT

The **National Training College** Compliance Manager is responsible for ensuring compliance with this policy. The Accounts Team **National Training College** will process refund requests.

National Training College 's CEO and/or Compliance Manager is responsible for all continuous improvement processes in relation to the fee administration and refund policy and procedure and ensuring all staff, including those from the third party providers are complying with the provisions of this policy.

Minimum Refund Calculation as per the [Education Services for Overseas Students \(Calculation of Refund\) Specification 2014](#)

| Type of Refund | Condition | Minimum Refund Calculation |
|--|--|--|
| 1. Refund of tuition fees in event of provider default | This section applies for subsection 46D(6)(46D Obligations on registered providers in case of provider default) of the Act | <i>Refund amount = weekly tuition fee × weeks in default period</i> |
| 2. Refund if provider does not enter into compliant student default agreement | This section applies if: a. A registered provider is required to provide a refund to a student under section 47E(47E - Refund in other cases) of the Act because the provider has not entered into an agreement with the student that meets the requirements of section 47B(47B Requirement to make written agreement about student default) of the Act. | <i>Refund amount = weekly tuition fee × weeks in default period</i> |
| 3. Refund in event student fails to start a course due to visa refusal | This section applies if: a. A registered provider is required to provide a refund to a student under section 47E (47E - Refund in other cases) of the Act because: i. the student was refused a student visa; and ii. the refusal was a reason for the student's failure to start the course on, or withdrawal from the course on or before, the agreed starting day; and | <i>Refund = amount of the *course fees, minus the lesser of the following amounts:</i> a. <i>5% of the amount of course fees received by the provider in respect of the student before the default day</i> b. <i>\$500</i> |

| | | |
|--|---|---|
| | b. Items 2 of this table does not apply | |
| 4. Refund in event of other student default | <p>This section applies if:</p> <p>a. A registered provider is required to provide a refund under section 47E(47E -Refund in other cases) of the Act because of a default by a student; and</p> <p>b. Items 2 and 3 of this table do not apply.</p> | <i>Refund amount = weekly tuition fee × weeks in default period</i> |

**course fees for a course is the sum of the tuition fees received by the provider in respect of the student; and the non-tuition fees (if any) received by the provider in respect of the student.*

Refunds Table

- National Training College** Refunds for enrolments are subject to the following refund formula.
- “Refund Period” – **7 calendar days prior the commencement date**

| Refund Type | Description | Notification Requirements | Non-refundable fee | Refund |
|---|---|---------------------------------------|--|--|
| Unsuccessful VISA application | Visa rejection prior commencement of training | - In writing with supporting evidence | 25% of the full course fee amount Administration and processing fee | - Refund following the minimum refund calculation as per the Education Services for Overseas Students (Calculation of Refund) Specification 2014 |
| Enrolment cancellation / withdrawal from course more than or equal to the refund period | “Withdrawal within the refund period” | -In writing with supporting evidence | 25% of the full course fee amount Administration and processing fee | - Tuition fees paid less the administration and processing fee |

| Refund Type | Description | Notification Requirements | Non-refundable fee | Refund |
|---|---|--------------------------------------|--|---|
| Enrolment cancellation / withdrawal from course less than refund period | “Withdrawal from training outside the refund period” | -In writing with supporting evidence | 25% of the full course fee amount Administration and processing fee | -No refund -In some cases, upon the discretion of the CEO, the calculated refund less the administration and processing fee |
| Enrolment cancellation / withdrawal from course after commencement date | | -In writing with supporting evidence | 25% of the full course fee amount Administration and processing fee | -No refund - The student will be required to continue to pay their ongoing tuition fee up until the date of approved cancellation. -In some cases, upon the discretion of the CEO, the calculated refund less the administration and processing fee |
| VISA cancellation due to actions of the student | Enrolment cancelled by the Institute due to false or misleading information | N/A | 25% of the full course fee amount Administration and processing fee | - No refund |
| Enrolment Cancellation due | Enrolment cancelled due to academic or | N/A | 25% of the full course fee amount | - No refund |

| Refund Type | Description | Notification Requirements | Non-refundable fee | Refund |
|-----------------------|---|---------------------------|--|--|
| to actions of student | behavioural misconduct Enrolment cancelled due to non-payment of full course fees No refund Enrolment cancelled due to: - Unsatisfactory course progress - Unsatisfactory attendance | | Administration and processing fee | |
| Provider default | Where training ceased due to RTO closure / sanction and other reasons | N/A | 25% of the full course fee amount Administration and processing fee | Refund following the minimum refund calculation as per the Education Services for Overseas Students (Calculation of Refund) Specification 2014 or offer for alternate course (if agreed to by student) |

Description of the ESOS Framework

The Australian Government wants international students to have a rewarding, enjoyable and safe experience when they come to Australia to study. Australia's education and training system offers high quality services and protection for international students to ensure they make the most of their time here.

The laws that protect international students form the Education Services for Overseas Students (ESOS) framework. They include the Education Services for Overseas Students Act 2000 and the ESOS National Code.

Please read a summary of the ESOS Framework including your rights, responsibilities, requirements, support services, and other information about studying in Australia on the AEI website here: [ESOS Framework](#).

VERSION CONTROL

| Version Control Table | | | | | |
|-----------------------|--------------------------|------------------|---------|------------------------|------------------|
| Date | Summary of Modifications | Modified by | Version | Date of Implementation | Next Review Date |
| 12/12/2019 | Policy Creation | 360RTO Solutions | v. 1.0 | Date | Date |