

Prepaid Tuition Fees, Other Fees and Charges & Refund policy and procedure

1. Policy

- 1.1 This policy and procedure apply to international students applying to and/or studying at The Centre of Excellence. The Centre of Excellence employs effective Student information policy and procedure to ensure that all international students are informed of all study related fees and refund terms, conditions and processes prior to enrolment.
- 1.2 The CEO is responsible for the implementation of this policy and procedure.
- 1.3 The Centre of Excellence has a fair and reasonable course refund policy and provides this information to all international students' pre enrolment.
- 1.4 The Centre of Excellence will notify the regulator of any significant changes to fee payment arrangements and tuition protection arrangements.
- 1.5 The Centre of Excellence takes all reasonable steps to ensure we provide a course to International students once it has been confirmed.
- 1.6 In the unlikely event of The Centre of Excellence being unable to fulfil its commitment to provide a course at the agreed date it will offer the International student a full refund of fees paid to date or re-schedule the course.
- 1.7 The Centre of Excellence is a member of the Tuition Protection Service.
- 1.8 The Institute may amend tuition and other course related fees during the period of a student's enrolment. Any fee changes during the period of enrolment will not be applied to existing students. All students are required to pay tuition and other course related fees as indicated in the Written agreement between the student and the Institute. If there needs to be a change in fees due to the transition of qualifications, students would be notified of such change in advance.
- 1.9 This policy and procedure is implemented in compliance with the requirements of the Standards for Registered Training Organisations (RTOs) 2015 Standard 7 and Financial Viability Risk Requirements 2011 and the National Code of Practice 2018 Part B standards 1, 2 and 3.

Procedure

2. Fees

- 2.1 Fees are collected in advance of course commencement and at the identified points during each course.
- 2.2 For tuition fees for each course, please refer to the RTO website.
- 2.3 On enrolment a deposit fee is payable, including a \$250 enrolment fee. Initial fee deposits must be paid after course acceptance and prior to The Centre of Excellence issuing a Confirmation of Enrolment (CoE).
- 2.4 The balance of tuition fee payments is due as per the agreed payment plan.
- 2.5 The Centre of Excellence does not request more than 50% of course fees in advance. However, if a student wishes to pay more than 50% of course fees in advance, then The Centre of Excellence will accept this payment amount.
- 2.6 Fee information is provided to International students' pre enrolment in the International student handbook, Written agreement and Letter of offer.
- 2.7 Fees collected and placed in the organisation's bank account which is a separate account from the daily transaction.
- 2.8 All fee information is recorded against each International student. Fee information recorded:

- Amount due for a course
 - Amount paid to date for the course
 - Balance due for the course
 - Course cancellation/ refund information (where appropriate)
- 2.9 Fees paid in advance are placed in a bank account at an authorised deposit-taking institution or a State bank for the specific purpose of holding fees paid in advance of course commencement by a student (e.g. trust account). Course fees collected in advance are not accessed until the International student commences their course. This account is separate from the operating account and cannot be accessed by creditors through a court order (other than the overseas students who have pre-paid tuition fees).
- 2.10 Once the student has commenced their course, the amount of fees paid in advance of course commencement is transferred to the institute operating account.
- 2.11 Fees collected in advance are only withdrawn from the trust account in certain situations. These are to:
- refund a relevant student if the institute defaults.
 - refund a relevant student when that relevant student defaults, as per a written agreement and as per the refund policy.
 - refund a relevant student, as per a written agreement, but where the agreement was not signed.
 - refund a relevant student who has had their visa refused.
 - pay for an alternative course if the institute defaults, and they have made arrangements for a relevant student to study at a different institution.
 - to pay a Tuition Protection Scheme (TPS) Director where that Director has refunded a relevant student.
- At no other time will the institute withdraw money paid in advance of course commencement by a student from the trust account.
- 2.12 Fees for additional services accessed e.g. replacement certificates are due at the time of the request for service.

3. Refunds

- 3.1 The Centre of Excellence has a fair and equitable refund policy.
- 3.2 The refund policy is made available to all international students' pre enrolment via the International student handbook and Written agreement.
- 3.3 The enrolment fee is non-refundable in all circumstances.
- 3.4 The Centre of Excellence provides applicants with a 7-day cooling-off period. This means that if a student accepts an offer of a place and pays The Centre of Excellence relevant course fees before the course start date, and then changes their mind (for any reason) before or on the course start date, a full refund of course fees paid to date (minus the \$250 enrolment fee) will be provided. Students must notify The Centre of Excellence in writing within 7 days of paying The Centre of Excellence any fees.
- 3.5 All International student refund details are placed in their file.
- 3.6 Students may nominate a person or organisation to receive a receipt of any fee refund paid to the student by The Centre of Excellence.

4. Fees & refunds definitions

Tuition fees:	Fees paid by the student (or third party) to The Centre of Excellence for training and assessment services provided by The Centre of Excellence. Tuition fees do not include any other fees e.g. OSHC, enrolment fee, material fees etc.
Enrolment fee:	Fee paid by the student (or third party) to The Centre of Excellence for the costs of processing a student enrolment application.

Course fee:	The course fee is the tuition fee paid plus the enrolment fee and material fees paid.
Reassessment fee	Students are permitted two attempts for each assessment task. The re-assessment fee is applied after the student has failed to demonstrate competence in an assessment task after three attempts.
Re attempt unit fee	Students who are judged as Not Yet Competent in a unit may have to undertake all training and assessment activities again. This re- attempt unit fee will be applied in this situation.
Change of course fee:	This fee is applied if the student wishes to change their course after the issuance of a Confirmation of Enrolment. It is at the discretion of the management to charge this fee.
Course variation fee:	This fee is applied if a student wishes to change the start date after issuance of the Confirmation of Enrolment or if the student wishes to suspend their studies for a period of time. It is on the discretion of the management to charge this fee.
Provider default	<p>In the unlikely event that The Centre of Excellence is unable to deliver your course in full, you will be offered a refund of all the unused tuition fees paid to date. The refund will be paid within 2 weeks of the day on which the course ceased being provided.</p> <p>Alternatively, you may be offered enrolment in a suitable alternative course by The Centre of Excellence at no extra cost to you. Students have the right to choose whether they prefer a full refund of unused tuition fees, or to accept a place in another course.</p> <p>If you choose a placement in another suitable course, we will ask you to sign a document to indicate that you accept the placement. If The Centre of Excellence is unable to provide a refund or place you in an alternative course our Tuition Protection Service (TPS) is provided.</p>
Student default	If a student withdraws from a course or has their enrolment cancelled by The Centre of Excellence (e.g. for not maintaining satisfactory course progress, breaching The Centre of Excellence Code of Conduct, not paying fees), any refund will be as per the refund policy.

5. Calculating tuition fee refunds

Refunds will be calculated as follows:

Tuition fee per week x number of weeks unused course fees the student has paid for at the point of withdrawal.

The weekly tuition fee for the course will be identified by calculating:

Total course fee divided by the number of weeks in the course. E.g. Total tuition fee \$1,250/ 10 weeks' duration = \$125 per week.

The number of weeks of course that have been paid for but remain unused will be calculated as follows:

The number of weeks the course paid for minus the number of scheduled weeks of course completed at the point of withdrawal from the course e.g. 10 weeks course paid minus 6 weeks course completed = 4 weeks unused course.

The amount refunded will be the course fee per week x the number of weeks' unused course at the point of withdrawal e.g. Tuition fee of \$125 per week x 4 weeks unused course = \$500 refund paid to the student.

If a student wishes to withdraw or cancel, The RTO within the term then the balance of that term fees will not be refunded. This is due to the reason that empty space cannot be filled and all other class arrangements were already paid off.

Any refunded amount will have an amount deducted for any applicable transaction fees, bank charges and currency exchange fees. Transaction fees, bank charges and currency exchange rates will be applied at the rate charged to The Centre of Excellence.

5.A) Refund conditions

Refund applications must be made in writing to the College. The student refund application form, available from the College, must be used as the written application. The Centre of Excellence Pty Ltd will accept requests by phone, mail, fax or email to have the student refund application form sent to them. Refunds will be made within

28 days of receipt of a written application and will include a statement explaining how the refund was calculated.

Visa refused	100% refund of course fees
Withdrawal notified in writing and received by The Centre of Excellence Pty Ltd 4 weeks prior to semester commencement	75% refund of course fees
Withdrawal notified in writing and received by The Centre of Excellence Pty Ltd less than 4 weeks prior to semester commencement	70% refund of course fees
Withdrawal notified in writing and received by The Centre of Excellence Pty Ltd less than 20 days prior to semester commencement and before the commencement date	60% refund of course fees
Withdrawals notified in writing and received by The Centre of Excellence Pty Ltd on the commencement date or after the semester commences	No refund of current semester* course fees.
Student breach of visa conditions, and suspension or cancellation of enrolment by the College	No refund of current semester* course fees.
Withdrawal from study for the following semester - current students	Refund of unused tuition fees (of the following term/s)** (Notification of Withdrawal from Studies form must be received 2 weeks prior to following semester commencement by Student Administration)

- ***Semester** duration equal to 24 weeks or 6 months of study period (ie: 2 x Term study periods)
- ****Term** duration equal to 12 weeks or 3 month of study period (term is equivalent to ½ semester)

Please note Refunds granted in these circumstances may incur an education **agent's fee** where applicable

6. Tuition protection Service

- 6.1 The Centre of Excellence is a member of the Tuition Protection Service (TPS). This means that the fees paid to The Centre of Excellence are safeguarded if The Centre of Excellence defaults on delivering the courses students are enrolled in.
- 6.2 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
- 6.3 In the unlikely event that The Centre of Excellence 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.
- 6.4 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 scheduled 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.
- 6.5 There is no obligation on the student or The Centre of Excellence until the Written Agreement is signed by all parties, funds have been cleared by The Centre of Excellence bank and an official receipt is issued by The Centre of Excellence.

7. Applying, processing and payment of refund applications

- 7.1 Refund applications must be made in writing to The Centre of Excellence. Verbal requests are not accepted. The Student refund application form is available from The Centre of Excellence reception or by email studentsupport@coe.edu.au. Student refund application form must be used as the written application.
- 7.2 Student can access the Student Refund Application form from the RTO website. They may also contact student support, if required.
- 7.3 The Student refund application refund form must be submitted to The Centre of Excellence along with supporting documentation by email to studentsupport@coe.edu.au
- 7.4 International students requiring assistance with completing the form may contact studentsupport@coe.edu.au for assistance.
- 7.5 Refunds will be processed within 14 days of receipt of a written application and will include a statement explaining how the refund was calculated. In case of any unforeseen delay, communication will be made with the student (or Agent).
- 7.6 Refunds are made in the same manner fees were paid. e.g. If a Student paid fees through credit card, the refund amount will be credited to the credit card; and the same for other methods of payments, unless otherwise agreed by the RTO management.
- 7.7 All international students will be notified in writing on the outcome of their application along with reasons why it was declined (if appropriate).
- 7.8 International students have the right to access The Centre of Excellence Complaints and appeals policy and procedure if they wish to appeal the decision. Complaints and appeals must be lodged within 20 working days of receiving notification of the decision.
- 7.9 The Written agreement and the availability of the Complaints and appeals policy and procedure, does not remove the right of the students to take action under Australia's Consumer Protection Law.

8. Provider default

- 8.1 The following circumstances may be the cause of The Centre of Excellence not providing the course in full:
- If the offered course does not start on the scheduled starting date or an alternative agreed starting date
 - If the course ceases to be provided after the course starts but before the course is completed
 - If a course is not provided fully to the International student because The Centre of Excellence has a sanction imposed by the National VET Regulator.

- If The Centre of Excellence ceases trading

9. General

- 9.1 While The Centre of Excellence emphasises the value of pastoral care and seeks to make appropriate and useful services available to international students, whether an International student avails himself/ herself of these services is a matter of individual choice.
- 9.2 International students who breach The Centre of Excellence Code of Conduct or terms and conditions of the Written agreement may be excluded from their course. The Centre of Excellence will review each case on its individual merits when deciding whether to pay a refund in such circumstances.
- 9.3 International students who are withdrawn from their course and have their enrolment cancelled due to cheating or plagiarism are not entitled to refunds of unused fees paid to date.

Documents to be employed in conjunction with this policy and procedure

- International student handbook
- Written agreement
- Letter of offer
- Enrolment form
- CoE
- Student files
- Refund application form