



Fees and Refund Policy and Procedure

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Purpose

The purpose of this policy and procedure is to outline IBM (VIC) 's approach to managing fees and refunds and to demonstrate how fees paid in advance are protected by IBM (VIC) .

This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards, as well as the ESOS Act and the National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 2 and 3.

Scope of the policy

ASQA: means Australian Skills Quality Authority, the national VET regulator and the RTO's registering body

DET: means Department of Education and Training

ESOS Act means Education Services for Overseas Students Act 2000

National Code: means National Code of Practice for Providers of Education and Training to Overseas Students 2018

Fee Payer means the nominated payer of a student's course fees, usually either the student or the employer paying on behalf of the student

Provider default means where the provider fails to start providing the course to the student at the location on the agreed starting

day or after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

SRTOs means the Standards for RTOs 2015 – refer definition of 'Standards'

Standards means the Standards for Registered Training Organisations (RTOs) 2015 of the VET Quality Framework which can be accessed from www.asqa.gov.au

Student default means where:

- 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the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- 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:
 - the student failed to pay an amount payable to the provider for the course.
 - the student breached a condition of his/her student visa.
 - misbehavior by the student.

A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because of provider default.

Policy

Note this policy has been written to comply with the requirements for RTOs who are not government entities and Australian universities. Adjust accordingly (in line with Clauses 5.3 and 7.3 of the Standards) if you fit into one of these categories.

1. Protection of fees paid in advance

For international 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.
- IBM (VIC) does not require international students to pay more than 50% of course fees prior to course commencement. However, IBM (VIC) 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 not 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, IBM (VIC) will require students to pay the full cost of the course prior to course commencement.

- IBM (VIC) pays into the Tuition Protection Service (TPS) provided by the Australian Government.

2. 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 the RTO's website. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment or commencement of training, whichever is first.
- For international 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 international students includes:
 - 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 international students 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 Refunds Policy and Procedure 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.
- Where an employer is paying for a student's course, an Employer Agreement will be provided at the time of enrolment outlining the total fees, payment terms and schedule of payments applicable.
- Students have the right to a 'cooling off period' off 7 days from the date they signed their Agreement. To exercise this right, the student must notify our office in writing within 7 days of enrolment.

3. Course fee inclusions

- The Student Agreement will clearly itemise all course fees, including both tuition and non-tuition fees.
- 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.
 - Refer to the course brochure for the current fee structure for that course

4. Payments

The following section is not mandatory but recommended. Change as necessary.

- Payments can be accepted by EFTPOS, electronic transfer, credit card, money order or direct debit.
- Credit card payments incur a surcharge of 2% per transaction.
- 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.
- Debts will be referred to a debt collection agency where fees are more than 40 days past due.
- IBM (VIC) 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.
- International students who do not pay their fees will receive two warnings regarding non-payment of fees and thereafter will be reported to DET via PRISMS under student default.
- Receipts of payments made by international students will be kept for at least 2 years after the person ceases to be an accepted student.

5. Refunds for international students

A suggested refund policy for international students is outlined. Adjust this as necessary.

1.1 Prior to Commencement (Visa Refusal)

- If an application for visa is unsuccessful for enrolment from offshore, total course fee (tuition fee plus non tuition fee) less AU \$250.00 is refundable
- Application for visa is unsuccessful for student visa extension for not meeting visa requirements after the course commencement, No refund.

1.2 Prior to Commencement (Other than visa refusal)

- If written notice of withdrawal is received from a student more than 60 days prior to the initial course commencement, total course fee (tuition fee plus non tuition fee) less AU \$250.00 is refundable.
- If written notice of withdrawal is received from a student less than 60 days but more than 28 days prior to the initial course commencement, 50% of the tuition fees plus 100% of the non-tuition fee is refundable.
- If written notice of withdrawal is received from students less than 28 days prior to commencement of course date or failed to commence the course on an agreed commencement date, no refund will be issued.
- If students defer course commencement date and then apply for a refund, no refund will be issued.

1.3 Post commencement (Other than visa refusal)

Under following circumstances, no refund will be issued to students:

- Students cancel their enrolment in a course after their commencement date (this includes abandonment of course enrolled in before its completion)
- In the event that students seek and are granted approval by IBM (VIC) to transfer to another provider prior to completion of six months study of the principal course
- In the event that the student's enrolment is cancelled because of infringement with IBM (VIC) Disciplinary policy or breach of student visa conditions or fail to make scheduled payment of their fees and charges.

1.4 If there is no written refund agreement If IBM (VIC) didn't enter into a written refund agreement with student, IBM (VIC) will refund the unspent tuition fees to the student. The refund amount will be calculated as below Refund amount = weekly tuition fee x weeks in default period

1.5 Refund due to Provider Default

- The course does not commence at the location on the agreed commencement date (or)
- The course ceases to be provided at any time after it commences but before it is completed (or)
- If a sanction has been imposed and IBM (VIC) was prevented from providing the course

- In the case of a Provider Default, IBM (VIC) discharge its obligation to the students within 14 days from the day of the default. Student will be given the following option to choose from.

- Receive a refund of tuition fees for the weeks in default period (unspent tuition fees) Refund amount = weekly tuition fees x weeks in default period
- Receive placement in an alternative course with IBM (VIC) or another provider at the provider's expense. If students choose this option, students must accept the offer in writing. All the unspent tuition fees will be transferred to the new course.

b. If IBM (VIC) fails to discharge its obligations (fails to provide a refund or place students in an alternative course), the Tuition Protection Scheme will be responsible for placing students in a suitable alternative course or refund the unspent tuition fees. More information on Tuition Protection Scheme will be available on www.tps.gov.au website.

1.6. Refund of OSHC, Airport Pickup and Accommodation charges

- If students' refund application has been approved prior to course commencement, IBM (VIC) will refund the Overseas Student Health Cover (OSHC) amount paid by students to IBM (VIC). If students have commenced their studies and require a refund of OSHC Student will be required to apply to OSHC provider directly for reimbursement of amount paid.
- If students refund application has been approved prior to course commencement, IBM (VIC) will refund any amount, which has not been paid to accommodation provider, Accommodation Placement Fee and Airport Pickup. In other circumstances, where the money has been paid for, students are required to apply directly to the accommodation provider and Airport Pickup service providers for a refund.
- IBM (VIC) does not take responsibility and is not liable for the refund policies of those service providers.

1.7. Applying for a refund

- To apply for refund students must complete the Refund Application Form and attach any evidence or documentation relevant to the refund application. Students must submit the form to Admissions for refunds prior to arrival/commencement; or Student Services for refunds after commencement.
- Students will be notified of the outcome of their refund application in writing and paid any refund calculated as per the policy within 10 working days of the receipt of the Refund Application Form.
- the refund will only be made to the student nominated bank account in the refund application form

Note: If the student is dissatisfied with the outcome of their refund application, he/she can lodge an appeal under the IBM (VIC) Complaints and Appeals Policy. To request the Complaints and Appeals Policy, please contact IBM (VIC)

- **Provider Default occurs in the following circumstances: Circumstances in which a refund will be paid – FULL**

REFUNDS APPLY

A full refund of any course fees paid will be provided to students in any of the following 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 IBM (VIC) '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 IBM (VIC) and this is not due to incorrect or incomplete information being provided by the student.
- **Refund process for full refunds**
 - In any of the above situations, IBM (VIC) 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 28 business days.
- **Circumstances in which a partial refund will be paid – PARTIAL REFUND**
 - 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) Specification 2014.
 - Partial refunds will also be provided in the same manner as for provider default (as above) where IBM (VIC) fails to enter into a written agreement with a student or the Student Agreement is not compliant with the requirements of the ESOS Act or the National Code.
 - If an international student is refused a visa (student default) before commencing their course, IBM (VIC) will refund the total amount of all course fees (tuition and any non-tuition fees) received for the course less whichever is the lower amount of 5% of the total amount of the fees (tuition and non-tuition) or the sum of \$250.
 - 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) Specification 2014.
 - If a student has supplied incorrect or incomplete information and as a result IBM (VIC) withdraws the offer prior to commencement of the course, the student will be eligible to receive a refund of all course fees paid less a 20% administration fee.
 - Where a student has not met the conditions included in the letter of offer and withdraws 0 – 28 days before course commencement, the deposit paid will be refunded less a 20% administration fee.
 - Where a student withdraws from a course 0 – 28 days before the course commencement, except for the reasons set out in 9.1, 50% of the deposit paid will be refunded.
 - If a student withdraws or defers their course after the course has started and they have paid for units/clusters that have not been commenced. This will be calculated on a per unit or cluster cost calculated as the course fee less administration fees of 20%, less textbook fees divided by the total number of units or clusters in the course.
- **Refund process for partial refunds**
 - 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. 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 IBM (VIC) to provide those services.

- The outcome of the refund assessment will be provided in writing to the student's registered address within 28 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, does not entitle the student to a refund.

• **Circumstances in which a refund will not be paid – NO REFUND**

- A student is not entitled to a refund in the following circumstances:
 - ✓ 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 IBM (VIC) terminates the student's enrolment because of a failure to comply with IBM (VIC) policies, misbehaviour or unsatisfactory course progress.
 - ✓ Application for visa is unsuccessful for student visa extension for not meeting visa requirements after the course commencement, No refund

6. 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 our ***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.

7. Publication

- IBM (VIC) will publish in a prominent place on its website the following:
 - ✓ All tuition and non-tuition fees (as shown on Course Outlines).
 - ✓ This **Fees and Refunds Policy**.

Procedures

1. Student Fees

Refer

- SRTOs: Clauses 5.3, 7.3
- National Code: Standard 3

Procedure	Responsibility
<p>A. Deposit invoices</p> <ul style="list-style-type: none"> • All international students should pay their deposit/enrolment fee upon enrolment. • Ensure there is a signed written <i>Student Agreement</i> on file before invoicing. • Raise an invoice for the amount in line with the payment schedule for the relevant course. • Fee-payers have 14 days to pay an invoice. • Keep a copy of the invoice on the student's file. 	Administration team
<p>B. Fee instalment invoices</p> <ul style="list-style-type: none"> • Charge fee instalments in line with the relevant payment schedule for the course, outlined on the Student Agreement/ Course Outline. • Ensure all payment terms, conditions and amounts are as indicated on the invoice unless a record of an agreed or advised change is in writing and the conditions of such a change were outlined on the initial agreement. • Students have 14 days to pay an invoice. • Keep a copy of the invoice on the student's file. 	Administration team
<p>C. Receiving payments</p> <ul style="list-style-type: none"> • Payments may be made by EFTPOS, cash, direct bank transfer, credit card or direct debit. • Fees for international students may not be collected until the Student Agreement has been signed. • Record payments against the relevant invoice on insert name of financial system • Provide the student with a receipt. • Ensure receipts for payments from international students are retained for at least 2 years after the first payment is received. 	Administration team
<p>D. Managing overdue fees – international students</p>	Administration team

- Send out statements monthly to students to show outstanding fees.
- Call students where payments are more than 10 days overdue.
- Send out first warning letter regarding non-payment of fees when payment are more than 10 days overdue
- Send out second warning letter regarding non-payment of fees when payment are more than 20 days overdue
- Send notification of intention to cancel regarding non-payment of fees when payment are more than 30 days overdue.
- Any student with an invoice over 40 days past due should be referred to the debt collection agency.

IBM.VIC