

PURPOSE

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

SCOPE

This policy applies to all Students who are commencing, have commenced or are continuing study with AIT.

Overseas students choosing to study at AIT are required to pay all fees and charges agreed to in the Letter of Offer and Acceptance of Agreement.

REFERENCES

References: Clauses: 5.3, 5.4 and 7.3 Standards for Registered Training Organisations 2015 Standard 2 and 3 of National Code 2018, Section 46 and 47 of ESOS Act, Tuition Protection Service, ESOS Act 2000 – Explanatory Statement – Education Services for Overseas Students (Calculation of Refund) Specifications 2014, ESOS regulations 2019.

INTENT

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

Standard Seven of SRTO's 2015 (Clause 7.3): Clause 7.3 states - 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. AIT does not collect fees in excess of \$1500 for domestic students. However, for international students AIT does not require the tuition fee to be collected in excess of 50% of the first course fee, unless students undertake to pay in excess to cater for their convenience.

DEFINITIONS

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

DHA means Department of Home Affairs

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

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

Course means a course of education or training, as detailed in the Letter of Offer

Course Start Date means the student when is enrolled into a course. The commencement date of this course date as per his/her Letter of Offer. If deferred the refund cancelation will be based on the course start date of his/her original Letter of Offer.

eCoE means the electronic Confirmation of Enrolment. This is the only accepted evidence of enrolment for processing Australian student visa applications. The CoE is needed to apply for a student visa.

Admission fee means the fee that covers the cost of processing the application of prospective students, this fee is paid in advance of commencement of course and is not refundable.

Letter of Offer means the document offering a place at AIT and sets all the fees applicable to the stated course.

- a) A student might be issued with a Letter of Offer with minimum entry requirements or terms and conditions.
- b) The student needs to meet the terms and conditions/or minimum entry requirement stated of the Letter of Offer before commencing with AIT.

No Refund means that the circumstances warrant that no refund will be paid to the student.

Tuition fees include fees for lectures, tutorials, tutoring sessions, training, excursions, fieldwork, laboratories, or practical experience that form part of the student's course (whether mandatory or not), or are intended to assist the student to progress in their course, or are ancillary to the activities that form part of the student's course listed previously.

- a) means fees a provider receives, directly or indirectly, from:
 - a. an overseas student or intending overseas student; or
 - b. another person who pays the fees on behalf of an overseas student or intending overseas student; that are directly related to the provision of a course that the provider is providing, or offering to provide, to the student; and that are directly related to the provision of a course that the provider is providing, or offering to provide, to the student; and
- b) includes any classes of fees prescribed by the regulations for the purposes of this definition; and
- c) excludes any classes of fees prescribed by the regulations for the purposes of this definition.

Further, for the purposes of the definition of tuition fees, the class is prescribed if the fees are for:

- a) lectures, tutorials, tutoring sessions, training, excursions, fieldwork, laboratories, or practical experience, that:
 - a. form part of a course that the provider is providing, or offering to provide, to the student (whether or not they are a mandatory part of the course); or
 - b. are intended to assist the student to progress in such a course; or
- b) matters ancillary to the activities mentioned in (a).

Non-tuition fees: For the purposes of the definition of non-tuition fees, the class is prescribed if the fees are for:

- a) books or equipment or material sold to the student; or
- b) health insurance; or
- c) administration; or
- d) accommodation (other than accommodation that the student occupies for a short time while undertaking training, excursions, fieldwork); or

- e) assisting the student to apply for or hold a student visa; or
- f) other fees which do not fall under the definition of tuition fee.

Non-tuition fees, for a course, means an amount of money that:

- a) a provider receives, directly or indirectly, from:
 - a. an overseas student who is accepted for enrolment, or enrolled, in the course; or
 - b. an intending overseas student who intends to become, or who has taken any steps towards becoming, accepted for enrolment, or enrolled, in the course; or
 - c. another person who pays the amount on behalf of such an overseas student or intending overseas student; and
- b) is not tuition fees.

Tuition Protection Service (TPS) 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 tuition fees.

For more information on TPS, please click the following link:

<https://tps.gov.au/StaticContent/Get/StudentInformation>

Written agreement means that the provider must enter into a written agreement with each overseas student or intending overseas student that:

- (a) sets out the refund requirements that apply if the student defaults in relation to a course at a location
- (b) meets the requirements (if any) set out in the national code. (refer Section 47B).

POLICY STATEMENT

1. Protection of fees paid in advance

1.1 AIT protects the fees that are paid in advance by both domestic and international students.

1.2 For domestic student fee protection is ensured as follows:

- AIT 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.

1.3 For international student fee protection is ensured as follows:

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

2. Fees and refund information

2.1 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.

2.2 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)

2.3 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.

3. Course fee inclusions

3.1 The Student Agreement will clearly itemise all course fees, including both tuition and non-tuition fees.

3.2 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

3.3 Please contact AIT for latest course costs via email

Note: Except Tuition Fees, all other fees are classified as Non-Tuition Fee

4. Payments

4.1 Payments can be accepted by EFTPOS, electronic transfer, credit card, money order or direct debit.

4.2 Credit card payments incur a surcharge of 2% per transaction.

4.3 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.

4.4 Debts will be referred to a debt collection agency where fees are more than 40 days past due.

4.5 AIT 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.

4.6 International students who do not pay their fees will receive one warning regarding non-payment of fees and thereafter will be reported to DHA via PRISMS under student default.

4.7 Receipts of payments made by international students will be kept for at least 2 years after the person ceases to be an accepted student.

4.8 Please see the following options and choose one of these to pay your payable Fees:

1. Pay By Credit/Debit Card	Please visit reception to pay your fee Credit Card: Visa or MasterCard (2% Surcharge will be applied)
2. By Draft or Bank Cheque	Under the name of "Austin Institute of Trades" Mail your cheque along with this invoice to... "Austin Institute of Trades – 242 Lygon St, Carlton VIC 3053, Australia"
3. By Bank Deposit or Internet Transfer to AIT bank account	Account Name: Austin Institute of Trades Bank: Commonwealth BSB: 063000 Account No: 14127111 SWIFT Code: CTBAAU2S Note: Put your AIT Student ID: (Student ID) as a reference/description
4. Pay Over the Phone	Credit Card Only: Visa or MasterCard (2% Surcharge will be applied)

5. By Credit Card Authorisation Form	Click on above link & fill out Credit Card Authorization Form & then send us. (2% Surcharge will be applied) link: TBA
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5. Refunds for international students

5.1 Provider Default

When a registered provider default

- (1) A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:
 - (a) either of the following occurs:
 - (i) the provider fails to start to provide the course to the student at the location on the agreed starting day;
 - (ii) the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and
 - (b) the student has not withdrawn before the default day.

Note: For an exception to this rule, see subsection paragraph (3) ('Ceasing to provide courses').

- (2) To avoid doubt, a registered provider defaults if the provider is prevented from providing a course at a location because a sanction has been imposed on the provider under Part 6 of the Act (*Education Services for Overseas Students Act 2000 - Compilation No. 34*).

Ceasing to provide courses

- (3) A registered provider does not default, in relation to an overseas student or intending overseas student and a course at a location, if the provider fails to start to provide the course, or the course ceases to be provided, to the student because the student defaults in relation to the course under paragraph 47A(1)(c) [*Education Services for Overseas Students Act 2000 - Compilation No. 34*].

5.2 Refund due to Provider Default

- a. The course does not commence at the location on the agreed commencement date (or)
- b. The course ceases to be provided at any time after it commences but before it is completed (or)
- c. If a sanction has been imposed and AIT was prevented from providing the course
 - In the case of a Provider Default, AIT 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 AIT 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.
 - If AIT 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.

5.3 Full refunds

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

- a) If Austin Institute of Trades is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- b) Where a course does not start on the starting date outlined in the Letter of Offer

- c) At the discretion of AIT'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.
 - 1. 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).
- 5.3.2 If an offer of a place is withdrawn by AIT and this is not due to incorrect or incomplete information being provided by the student.

5.4 Claiming a full refund

- 5.4.1 In any of the above situations, AIT 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.
- 5.4.2 If a student visa is refused and the refusal was a reason for the student's failure to start the course on the agreed starting day for the course, or withdrawing or failing to pay tuition fee on time from the course on or before the agreed starting date, then no refund to the student.

5.5 Student Default

- 6.4.1 When a student default
 - (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) An overseas student or intending overseas student does not default under paragraph (1)(a) in relation to a course at a location if the student does not start that course because the registered provider defaults in relation to the course at the location under subparagraph 46A(1)(a)(i) [*Education Services for Overseas Students Act 2000 - Compilation No. 34*].
 - (3) An overseas student or intending overseas student does not default under subparagraph (1)(c)(iii) unless the registered provider accords the student natural justice before refusing to provide, or continue providing, the course to the student at the location.

5.6 Prior to Commencement (Other than visa refusal)

- a. If written notice of withdrawal is received from a student at least 10 weeks prior to agreed start date of the initial course commencement, total course fee (tuition fee plus non tuition fee) less Admission Fees is refundable.
- b. If written notice of withdrawal is received from a student at least 4 weeks prior to agreed start date of the initial course commencement, 75% of the tuition fees less Admission Fees is refundable.
- c. If written notice of withdrawal is received from students 2 - 4 weeks prior to agreed start of the initial course commencement, 25% of the tuition fees less Admission Fees is refundable.
- d. If written notice of withdrawal is received from students less than 2 weeks prior to the agreed start date of the initial course commencement, 0% of the tuition fees less Admission Fees is refundable.
- e. If students defer course commencement date and then apply for a refund, no refund will be issued.

5.7 Post commencement (Other than visa refusal)

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

- a. If written notice of withdrawal is received from students less than 2 weeks prior to the agreed start date of the initial course commencement.
- b. Students cancel their enrolment in a course after their commencement date (this includes abandonment of course enrolled in before its completion and the balance of all outstanding fees for the course to be invoiced to the student).
- c. In the event that students seek and are granted approval by AIT to transfer to another provider prior to completion of six months study of the principal course.
- d. In the event that the student's enrolment is cancelled because of infringement with AIT disciplinary policy or breach of student visa conditions or fail to make scheduled payment of their fees and charges.

5.8 Post commencement (Visa refusal)

- a) 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.

5.9 Refund of OSHC, Airport Pickup and Accommodation charges

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

5.10 Other Cases

- a) If there is no written refund agreement and AIT didn't enter into a written refund agreement with student, AIT will refund the unspent tuition fees to the student. The refund amount will be calculated as below $\text{Refund amount} = \text{weekly tuition fee} \times \text{weeks in default period}$
- b) If a student has supplied incorrect or incomplete information and as a result AIT withdraws the offer prior to commencement of the course, the student will be eligible to receive a refund of all course fees paid less Admission Fee.
- c) Temporary change of mode of study/delivery (Due to exceptional and/or unavoidable circumstances), Return of unused tuition fees upon receiving of request with valid reason.

5.11 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 AIT Complaints and Appeals Policy. To request the Complaints and Appeals Policy, please contact AIT.

Refer to the table below for student entitlement for refund in the case of student default.

Type	Refund Description
Visa refused prior to course commencement	Full refund of Tuition Fees excluding Admission fees
Withdrawal at least 10 weeks prior to agreed start date	Full refund of Tuition Fees excluding Admission fees
Withdrawal at least 4 weeks prior to agreed start date (Student default)	75% refund of Tuition Fees excluding Admission fees
Withdrawal 2- 4 weeks prior to agreed start date (Student default)	25% refund of Tuition Fees excluding Admission fees
Withdrawal less than 2 weeks prior to the agreed start date	No refund
Withdrawal on or after the agreed start date (student default)	No refund
Visa cancelled due to actions of the student	No refund
Abandons the course without notice	No refund and the balance of all outstanding fees for the course to be invoiced to the student
Course withdrawn by RTO (before the agreed start date)	Full refund including Admission fees
AIT is unable to provide the course after course start date (for which the original offer was made)	Return of unused tuition fees. Pre-paid fees may be transferred to an alternative enrolment where the student agrees
The course is not provided fully to the student because the Institute has a sanction imposed by a Government regulator	Return of unused tuition fees
Recognition of Prior Learning (RPL) fees	No refund if Statement of Attainment provided
Visa extension is refused [Including changing to student visa subclass from any other visa subclass]	Return of unused tuition fees
Compulsory Health Insurance (student visa holders only)	Refer to Overseas Student Health Cover provider
Home stay fees and accommodation booking fee (if applicable)	Full refund of unused fees if two weeks' notice is given
Airport Pick-up (if applicable)	Full refund if service cancelled prior to flight arrival
Transfer to another provider	Return of unused tuition fees
Temporary change of mode of study/delivery (Due to exceptional and/or unavoidable circumstances)	Return of unused tuition fees upon receiving of request letter with valid reason

Austin Institute of Trades will only refund prepaid course money directly to the student and will not under any circumstances refund course money to a third party.

SCHEDULE OF FEES
Application/enrolment fee (non-refundable)

A non-refundable application fee of \$250.00 applies.

Current Course Costs

Listed below are the current course costs (subject to review and change)

Course Code	Course Title	Duration (weeks)	Tuition Fee	Material Fee	Total Cost
BSB80120	Graduate Diploma of Management (Learning)	52	\$28,000	\$300	\$28,300
BSB80320	Graduate Diploma of Strategic Leadership	52	\$15,000	\$200	\$15,200
SIT30821	Certificate III in Commercial Cookery	55	\$15,500	\$1,000	\$16,500
SIT40521	Certificate IV in Kitchen Management	70	\$20,000	\$1,000	\$21,000

Fees during the enrolment period

Description	Fees
Repeat of unit	Tuition Fee divided by number of units in the course
RPL assessment (per unit of competency)	\$250

Description	Fees in \$
Application fee	250.00
Cancellation Fee	250.00
Catch up for missing practical	250.00
Catch up for missing theory	250.00
Re-issue of CoE	250.00
Catch up missing units online (per unit)	200.00
Airport pick up	150.00
Replacement Diploma / Certificate	100.00
Bank dishonor fee	95.00
Additional statement of attainment (one statement of attainment will be provided free of charge)	50.00
Resubmit fee after 3 attempts (per assessment)	50.00
Replacement ID card	10.00