

Fees, Charges and Refund Policy and Procedure

Purpose

The purpose of this policy and procedure is to outline the approach of United Colleges of Australia in ensuring that prospective, current and former students are provided with clear and transparent information about fees, charges and refund information.

This policy and procedures has been developed in line with:

- Clause 5.3 and 7.3 of RTO Standards 2015
- Standard 2 and 3 of National Code 2018
- Subsections 46D (7) and 47E (4) of the Education Services for Overseas Students Act 2000
- Education Services for Overseas Students (Calculation of Refund) Specification 2014.

Scope

This policy applies to all prospective, current and former students at the college.

Definitions

College	United Colleges of Australia
ESOS Act	The Education Services for Overseas Students Act 2000
Third party	A person or organisation that the college engages to perform certain operational and/or administrative tasks of the college (e.g. education agents)
Tuition fee	Fees that are directly related to the provision of a course that the college is providing, or offering to provide, to the student.
Non-tuition fee	Fees that are not directly related to the provision of a course e.g. enrolment fee, materials fee, reassessment, late submission, certificate reissuance.
Cooling off period	A grace period that provides an opportunity to students to change their mind about a purchase or agreement entered into without any penalty.
Prepaid fee	Or fees collected in advance before the relevant services have been provided.
Student Management System	Axcelerate
TPS	Tuition Protection Service, which is a placement and refund service for international students, and other relevant information for the college and students.
PRISMS	Provider Registration and International Student Management System.
International students	Overseas students on a student visa.
Provider default	A provider defaults to international students and a course at a location if: <ul style="list-style-type: none"> • The college fails to provide the course to the student at the location on the agreed starting day, OR

	<ul style="list-style-type: none"> 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provided to the student at the location at any time after it starts but before it is completed, and the student has not withdrawn before the default day, OR The college is prevented from providing a course at a location because a sanction has been imposed.
Student default	<p>An international (or intending international) student defaults in relation to a course at a location if:</p> <ul style="list-style-type: none"> 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 withdraw); OR The student withdraws from the course at the location (either before or after the agreed starting day); OR The college refuses to provide or continue providing, the course to the student at the location because one or more of the following events: <ul style="list-style-type: none"> The student failed to pay an amount to the college in order to undertake the course The student breached a condition of his or her student visa Misbehavior by the student. <p>However, the student will not default unless the college accords to the student natural justice (by allowing the student to dispute the decision by accessing Complaints and Appeals Policy and Procedures) before refusing to provide or continue providing the course to the student at a location. OR</p> The student does not default for failing to start a course on the agreed starting day if it occurs due to the provider default.
Weekly tuition fee	(Total tuition fee for the course / number of calendar days in the course) x 7
Weeks in default period	(Number of calendar days from the default day to the end of the period to which the payment relates / 7)

Policy

1. Fees, Charges and Refunds Information (prior to enrolment or commencement of training and assessment, whichever comes first)

The college ensures that it provides information about fees, charges and refund related to prospective students before they enrol or begin their training and assessment, whichever comes first.

The college provides a Student Handbook to students which contains fees, charges and refund related information. Letter of Offer and Written Agreement also consists information relating fees, charges and refund, including:

- All relevant fee information (including indicative tuition and non-tuition fees) and its payment terms and conditions (including deposits and refunds). This includes:
 - List of all tuition fees payable by the student associated with the course/s enrolled, the periods to which those tuition fees relate and payment options. The college does not require international students to pay more than 50% of their tuition fees unless if they choose to do so. However, for a course that is less than 26 weeks, the college will require students to pay the full cost of the course prior to course commencement.
 - List of all non-tuition fees that the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply.

- Advice on the potential for changes to fees over the duration of a course.
- The student's right as a consumer including but not limited to any statutory cooling off period, if one applies in accordance with state/territory laws. Cooling off period applies when unsolicited marketing approaches are used by the college such as when UCA staff approaches prospective students in a common area of a shopping centre, door knocking etc. If cooling off period applies, prospective students (in NSW) are entitled to cancel any agreement without any penalty within 10 business days, in line with The Australian Consumer Act.
- The student's right to obtain a refund for services not provided by the college in the event that the arrangement is terminated early, or the college fails to provide the agreed services.
- Information to the student that they are responsible for keeping a copy of the written agreement as supplied by the college, and receipts of any payments of tuition and/or non-tuition fees.
- Information relating to the refunds of tuition and non-tuition fees in the event of student and college default, in line with the requirements of the ESOS Act. This includes:
 - The amounts that may or may not be repaid to the student including tuition and non-tuition fees collected by the college or education agents on behalf of the college.
 - The processes for claiming a refund
 - The specified person(s), other than the overseas student, who can receive a refund in respect of the student identified in the written agreement, in line with the requirements from the ESOS Act.
 - A plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS.
 - A statement that "this written agreement, 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 the Australian Consumer Law of the Australian Consumer Law applies."

Irrespective of who collects the fees from individual student (either the college directly or third party engaged), the above information will be provided to students to support transparency and decision making by students. Student Handbook and Offer Letter and Written Agreement are provided to students prior to enrolment, which will be reviewed and signed by the student to indicate acceptance and agreement.

Letter of Offer and Written Agreement as well as receipts of payments (tuition and non-tuition fees) records are kept by the college for at least two years after the student ceases to be an accepted student.

2. Fee Protection

A. Domestic students

The college ensures that it will not accept more than \$1,500 of prepaid fee from domestic students at any points, either before, during or after enrolment. The prepaid fees cover all fees including enrolment, tuition, materials and any other fees that are mandatory part of the course (e.g. reassessment fee).

If the course fees exceed \$1,500, the fees will be distributed over the duration of the course, ensuring that the allowable prepayment threshold is adhered to. An example is provided below:

A student is enrolled in a Certificate III in Individual Support for a 12-month timeframe. The total course fee is \$3,700. A total of \$1,500 can be collected at the point of enrolment and the remaining can be distributed evenly in the remaining period.

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12

\$1,500	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200
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B. International Student

The college has protection measures in place to protect fees paid by international students. This is achieved through:

- Tuition Protection Scheme (TPS) membership
- Maintaining an unconditional financial guarantee from Commonwealth Bank Australia, ensuring that the total amount is no less than the total amount of prepaid fees held by the college for each student for services to be provided by the college for those students, and the establishment and ongoing maintenance costs are met by the college. The college's unconditional financial guarantee is as follows:
 - Account Name: United Colleges of Australia Trust Account
 - Account Number: 1194 3753
 - BSB: 062 028

3. Payment Arrangements

- Payment can be made via Electronic Funds Transfer (EFT) to the nominated account or in person at the reception by cash or EFTPOS. The student should reference their name when paying by EFT.
- Students experiencing financial difficulty are advised to make an appointment with the accounts staff member to arrange alternative payment arrangements as soon as possible.
- Late payment can be extended for a maximum of two weeks after the course commencement subject to the college's approval.
- If no payment is received after two weeks of the course commencement or no alternative arrangements are made, the college will suspend the provision of training and/or assessment until the outstanding fees are paid.
- If no payment is received after four weeks of the course commencement or no alternative arrangements are made, the college will send an intention to report for non-payment.
- If no appeal is initiated by the student within 20 working days, report the student for non-payment via PRISMS.

4. Refund Schedule

A refund request will be processed within 28 working days after receiving a written claim from the student. The refund amount will be provided directly to the student or an authorised person by the student.

For International Students	
Refund Circumstances	Refund Amount
If a student's visa application is rejected and the official rejection letter is provided to the college prior to course commencement date.	Refund equal to 100% of tuition fee paid. Enrolment fee and holding fee, where applicable, are not refundable
If a student's visa application is rejected and the official rejection letter is provided to the college after the course commencement date	Refund equal to 100% of unused tuition fee (calculated based on the course duration percentage)

	Enrolment fee and holding fee, where applicable, are not refundable. <i>Note: unused tuition fee = weekly tuition fee x weeks in default period.</i>
If a written notice of cancellation of enrolment is received by the college at least 28 days prior to course commencement date.	Refund equal to 50% of tuition fee paid. Enrolment fee and holding fee, where applicable, are not refundable
If a written notice of cancellation of enrolment is received by the college less than 28 days prior to course commencement date	Refund equal to 30% of tuition fee paid. Enrolment fee and holding fee, where applicable, are not refundable
Withdrawal after course commencement date	No refund
Course cancellation due to misconduct, disciplinary action and/or failure to comply with the college's policies and procedures.	No refund
If a student breaches visa conditions or fails to meet course requirements	No refund
Airport pick up cancellation prior to flight arrival	Full refund
Provider Default: <ul style="list-style-type: none"> The course does not start on the agreed starting date Has had a sanction imposed 	Refund equal to 100% of tuition fee paid.
The college (or the third-party delivering training and assessment on behalf of the college) cancels the course before commencement date	Refund equal to 100% of tuition fee paid.
The college (or the third-party delivering training and assessment on behalf of the college) cancels the course after the commencement date	Refund equal to 100% of unused tuition fee (calculated based on the course duration percentage) <i>Note: unused tuition fee = weekly tuition fee x weeks in default period.</i>
The college has not provided a written agreement that meets the requirements of National Code 2018	Full refund of unused tuition fee. <i>Note: unused tuition fee = weekly tuition fee x weeks in default period.</i>
All refund will attract an administration charge of \$200.	

For Domestic Students	
Refund Circumstances	Refund Amount
The course is cancelled by the college prior to course commencement	Refund equal to 100% of all fees
The course is cancelled by the college after course commencement	Refund equal to 100% of unused tuition fees.

If applicable, course cancellation with the cooling off period	Refund equal to 100% of unused tuition fees.
Course cancellation due to misleading information provided by the student before and/or after course commencement	No refund
If a written notice of cancellation of enrolment is received by the college at least 28 days prior to course commencement date.	70% refund of all fees
If a written notice of cancellation of enrolment is received by the college less than 28 days prior to course commencement date	30% refund of all fees.
The student withdraws after the course commencement	Refund equal to 100% of unused tuition fees.
Course cancellation due to misconduct, disciplinary action and/or failure to comply with the college's policies and procedures.	No refund

Procedure

Payment procedures	Responsible Person
1. Provide students with Student Handbook and Letter of Offer and Written Agreement.	Admission Team (or administration)
2. Ensure the student signs the Letter of Offer and Written Agreement and/or Student Handbook to indicate acceptance and agreement.	
3. Charge fees according to agreed payment schedule	
4. Issue a Confirmation of Enrolment (CoE) for international students only.	
5. Save all records (including signed Letter of Offer and Written Agreement as well as the receipts) for at least two years after the student has ceased to be an accepted student.	

Overdue Payment procedures	Responsible Person
1. Send an invoice to students one month prior to payment due date	Admission Team (or administration)
2. If no payment made two weeks following the due date, send a Tuition Fee Overdue Notice to the student and suspend access to learning management system.	
3. If no payment made four weeks following the due date, send an intention to report for non-payment.	
4. If no appeal is initiated by the student within 20 working days, report the student for non-payment via PRISMS.	

Refund procedures	Responsible Person
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1. Refund form signed by a student needs to be submitted to the college administration.	Admission Team (or administration)
2. College assesses the application and supporting documents to make a decision.	
3. In the case of an application being granted, the document will be forwarded to the Accounts Department for processing of the refund amount.	
4. The application refund case will be submitted to the college Chief Executive Officer to approve.	
5. the student will be informed of the outcome	
6. In the case of satisfactory outcome, the student will be advised to lodge a complaint and appeal as per consumer's rights in accordance with state/territory laws.	
7. All refund cases will have the refund processed within 28 working days.	

Fee Protection Procedures (unconditional financial guarantee)	Responsible Person
1. Deposit any prepaid tuition fee that over \$1,500 into the designated account as outlined in the policy.	Accounts Team
2. Verify the number of student commencements on or after the commencement day of each term.	
3. Withdraw funds from the account based on the number of students who have commenced for each term.	
4. Ensure prepaid amount is not withdrawn before the student's commencement date as outlined in their Letter of Offer and Written Agreement or Confirmation of Enrolment (CoE), whichever is later. <i>Note: all dollar (\$) values used in this policy are calculated in Australian Dollar (AUD).</i>	

Related Documentation

- Refund Form

Document Control

Policy Owner:	United Colleges of Australia
Endorsed By:	CEO
Person Responsible for Implementation:	Admission Team & Accounts Team
Endorsement Date:	August 2023
Version:	1.0

Document History

Date	Description of Changes	Updated By	Version Number
December 2022	Fees, Charges and Refund Policy and Procedures updated in a new format	Rio Wijaya	1.0
August 2023	<p>Updated to include the following:</p> <ul style="list-style-type: none"> • Education Services for Overseas Students (Calculation of Refund) Specification 2014. • In the refund circumstances column, added a new line "<i>The college has not provided a written agreement that meets the requirements of National Code 2018</i>" to reflect the requirement outlined in 47E of ESOS Act <p>Updated the refund circumstances table contained in Letter of Offer and Written Agreement and Student Handbook to ensure consistency.</p>	Rio Wijaya	1.1