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Purpose

The purpose of this policy and procedure is to outline Australian Virtus Institute's approach to managing fees and refunds and to demonstrate how fees paid in advance are protected by Australian Virtus Institute. This contributes to Australian Virtus Institute's compliance with Clauses 5.3, 7.3 and Schedule 6 of the Standards, as well as the ESOS Act and Standard 2 and 3 of the *National Code of Practice for Providers of Education and Training to Overseas Students 2018*, as well as the *Education Services for Overseas Students (Calculation of Refund) Specification 2014*.

Definitions

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

DET means the Department of Education and Training

DHA means the Department of Human 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*

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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.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the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or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;
 - misbehaviour 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.

TPS means the Tuition Protection Service which is an initiative of the Australian Government to protect payments made from overseas students to CRICOS providers .

Policy

1. Protection of fees paid in advance

- Australian Virtus Institute protects the fees that are paid in advance by both domestic and international students.
- 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.
- For domestic students, fee protection is ensured through:
 - Australian Virtus Institute does not require a student to ever pay more than \$1,500 in advance for services not yet provided, either prior to course commencement or at any stage during their course.
- For international students, fee protection is ensured as follows:
 - Australian Virtus Institute does not require international students to pay more than 50% of course fees prior to course commencement. However, Australian Virtus Institute 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, Australian Virtus Institute will require students to pay the full cost of the course prior to course commencement.
 - Australian Virtus Institute pays into the Tuition Protection Service (TPS). The TPS is an initiative of the Australian Government. The role of the TPS is 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.

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 in Australian Virtus Institute's Student Handbook. 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 domestic and 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.

- As Australian Virtus Institute does not use direct approach marketing or tele-sales, no cooling-off period applies to its courses.

3. Course fee inclusions

- The Student Agreement will clearly itemise all course fees, including both tuition and non-tuition fees.
- Tuition fees payable to Australian Virtus Institute 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.
 - One copy of the required textbook/s and learning materials for each student unless otherwise stated on the Course Outline.
 - Issuance of one set of certification documents including the testamur (certificate) and record of results or Statement of Attainment (in the case of withdrawal or partial completion).
- Tuition fees payable to Australian Virtus Institute may include if applicable:
 - A non-refundable enrolment deposit
 - RPL Fees (application and per unit costs)
 - Additional fees that apply for re-enrolment, where a student fails to achieve a satisfactory outcome after three attempts at assessment tasks.
- Non-tuition fees payable to Australian Virtus Institute may include (if applicable):
 - Re-issuance or additional copies of certification documents will attract a fee of \$40 per document, plus postage if required.
 - Fees for deferral of study, late payment of tuition fees, or other circumstances in which additional fees may apply.
 - Any optional textbooks and materials that may be recommended but not required to complete a course.
 - Replacement textbooks if original copies are lost or misplaced. Costs for replacement textbooks are outlined on the Student Agreement.
- Fees payable to Australian Virtus Institute do not include:
 - Uniform (if required for placement)
 - Stationery such as paper and pens.
 - Overseas Student Health Cover
 - Airport pick ups
 - Excursions (unless stated on the Course Outline)
- Australian Virtus Institute cannot guarantee that students will successfully complete the course in which they enrol regardless of whether all fees due have been paid.

4. Payments

- Payments can be accepted by electronic transfer (EFT), or direct debit.
- 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 may be referred to a debt collection agency where fees are more than 40 days past due.
- Australian Virtus Institute 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 the Department of Human Affairs (DHA) 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 domestic students

- As Australian Virtus Institute does not use door-to-door sales or telemarketing, no cooling-off period applies
- Tuition fees for fee-for-service students may include a non-refundable deposit which is detailed on the Course Outline and Student Agreement. The deposit is non-refundable, except in the circumstances detailed below.
 - A full refund of any fees paid (including the deposit) will apply if Australian Virtus Institute is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- In the unlikely event that Australian Virtus Institute or any third parties responsible for delivering training and assessment on its behalf, is unable to deliver the course or any portion of the course as promised, the student will be issued with a refund for the course or portion of course that was not provided. This includes the following situations:
 - Where Australian Virtus Institute or any third parties delivering training and assessment on its behalf ceases to operate.
 - Where Australian Virtus Institute ceases to deliver the course in which a student is enrolled and the agreement is terminated.
 - Where Australian Virtus Institute needs to make a change to the terms of the student agreement (such as the way the course is delivered or conditions of enrolment) and a new agreement cannot be reached with the student to account for changes.
- In any of the above situations, Australian Virtus Institute 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.
- Students who withdraw from a course within 14 days or more of course commencement, 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 Australian Virtus Institute 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 Procedures*.
- 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.
- RPL application fees are non-refundable.

6. Refunds for international students

- The deposit (initial payment) is non-refundable, except where a full refund applies as detailed below.
- Students who withdraw from a course within 14 days or more of course commencement, 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.

A. Full Refunds

- 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 Australian Virtus Institute is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
 - At the discretion of Australian Virtus Institute's CEO or approved representative, when special or extenuating circumstances such as death, illness, hardship have prevented the student from commencing their studies including political, civil or natural events.
 - If an offer of a place is withdrawn by Australian Virtus Institute and this is not due to incorrect or incomplete information being provided by the student.
- **Claiming a full refund**
 - In any of the above situations, Australian Virtus Institute 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.

B. Partial Refunds

- Provider default:
 - Partial refunds will be paid in the event of partial provider default (where the course has started but cannot be delivered in full by the provider). 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 Australian Virtus Institute 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.
- Student default:
 - If an international student is refused a visa before commencing their course, Australian Virtus Institute 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 \$500.
 - If an international student is refused a visa 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.
 - Where a student chooses to withdraw from a course within 14 days or more before course commencement, course fees less the Enrollment Application fee 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 enrollment fee, less material fee divided by the total number of units or clusters in the course.
- **Claiming a partial refund:**
 - 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 Australian Virtus Institute 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.
- 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.

C. Circumstances in which a refund will not be paid

- Students are 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 Australian Virtus Institute terminates the student's enrolment because of a failure to comply with Australian Virtus Institute policies, misbehaviour or unsatisfactory course progress.

7. 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*.
- Records of refund assessments and issuance of refunds will be stored securely on the student's file and in our accounts keeping system.

8. Publication

- Australian Virtus Institute will publish this policy in the Student Handbook and on its website.

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 domestic student fee-payers should pay their enrolment deposit (where applicable) upon enrolment, prior to course commencement. • All international students should pay their enrolment deposit 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/ Bookkeeper
<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/ Bookkeeper



<ul style="list-style-type: none"> Students experiencing hardship should request leniency on their fee's via the <i>Request for Extension or Payment Instalment</i> form. 	
<p>C. Receiving payments</p> <ul style="list-style-type: none"> Fees for international students may not be collected until the Student Agreement has been signed. Record payments against the relevant invoice on the accounting/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/ Bookkeeper
<p>D. Managing overdue fees – domestic students</p> <ul style="list-style-type: none"> Send out statements monthly to students to show outstanding fees. Call students where payments are more than 14 days overdue. Any student with an invoice over 40 days past due should be referred to the debt collection agency. Refer to the RTO Manager about suspending training until fees are brought up to date. If training is suspended send a letter to the student advising of suspension until payment is made. Advise Trainer/Assessor. Where fees continue to be unpaid, refer to the RTO Manager to consider withdrawal. 	Administration team/ Bookkeeper + RTO Manager
<p>E. Managing overdue fees – international students</p> <ul style="list-style-type: none"> 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 payments 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 payments are more than 30 days overdue. Any student with an invoice over 40 days past due should be referred to the debt collection agency. 	Administration team/ Bookkeeper and RTO Manager

2. Refunds

Refer

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

Procedure	Responsibility
<p>A. Processing refunds – domestic students</p> <ul style="list-style-type: none"> If a course is cancelled by Australian Virtus Institute, students who have enrolled and paid their enrolment deposit should be automatically issued a refund. Notify them in writing and issue a refund. Record on file. Students who withdraw from their course and seek a refund are to make a request for a refund in writing. To make an assessment of a refund due, consider the services the student has received. Consider the following: <ul style="list-style-type: none"> Enrolment deposit is non-refundable – this covers administration time for enrolment and induction process. 	Administration team/ Bookkeeper



<ul style="list-style-type: none"> - Textbooks provided - Training received – number of classes attended, visits received, online training - Individual support provided by the trainer/assessor - Assessments marked ● Consider the costs incurred by Australian Virtus Institute as per above, plus the fees paid by the student to calculate a suitable refund. Refund assessments are to be approved by the CEO/RTO Manager. ● Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. ● Keep a copy of the refund assessment on the student’s file. 	
<p>B. Processing refunds – provider default (international students)</p> <ul style="list-style-type: none"> ● Automatically issue a refund within 14 days to students who have enrolled and paid their enrolment deposit and the course is cancelled prior to commencement. ● Automatically issue a refund to students within 14 days where the course has commenced but is cancelled. ● Notify students to whom refunds are automatically issued in writing and issue refunds. Record on file. ● All other students who withdraw from their course and seek a refund are to make a request for a refund in writing. ● Assess refund as per this Policy. ● Calculate the relevant refunds. ● CEO/RTO Manager approves refund assessment. ● Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. ● For student default, process refunds within 28 days. ● Keep a copy of the refund assessment on the student’s file. 	<p>Administration team/ Bookkeeper CEO/RTO Manager</p>
<p>C. Processing refunds – student default (international students)</p> <ul style="list-style-type: none"> ● All other students who withdraw from their course and seek a refund are to make a request for a refund in writing. ● Assess refund as per this Policy. ● Calculate the relevant refunds. ● CEO/RTO Manager approves refund assessment. ● Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. ● Process refunds within 28 days. ● Keep a copy of the refund assessment on the student’s file. 	<p>Administration team/ Bookkeeper CEO/ RTO Manager</p>

Document Control

Document No. & Name:	SC5-I - Fees and Refunds P&P V1.0
Quality Area:	Students and Clients
Author:	Australian Virtus Institute
Status:	Approved
Approved By:	CEO
Approval Date:	31 December 2020
Review Date:	31 December 2021



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SC5: Fees and Refunds Policy & Procedures

Standards (SRTOs):	Clause 5.3; 7.3; Schedule 6; Schedule 6;
Standards (National Code):	Standard 2, 3