

# SOUTH SYDNEY COLLEGE

## FEES, PAYMENTS & REFUNDS (INTERNATIONAL STUDENTS)

*Pride in Excellence*

Including:  
Course Fees  
Other Fees  
Treatment of Fees in Advance  
Refunds  
Complaints regarding Fees and Refunds

### Reference:

**Standard 5 Clause 5.3**  
**Standard 7 Clause 7.3**

**Schedule 6 Protection of Fees in Advance**  
**NC Standard 3 – Formalisation of Enrolment**

# SOUTH SYDNEY COLLEGE



## VERSION HISTORY

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Number	Dates	Changes summary
V2.3	June 2021	Added clarification of due payment
V2.2	August 2020	Added referral to debt collection for non-payment of fees; Updated refund processing time from 14 days to 30 days from receipt of the refund application form.
V2.1	September 2018	Added late payment fee policies and procedures
V2.0	September 2016	Quality assurance check across documents with reference to ASQA fact sheets and ESOS Act changes & Explanatory guide
v1.0	July 2016	New standards for RTO's 2015

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## FEES, PAYMENTS and REFUNDS (INTERNATIONAL STUDENTS)

### PURPOSE

South Sydney College will communicate our policy and terms clearly to customers and clients about financial arrangements and terms and conditions as required by legislation, the VET Quality Framework and the Standards for RTO's 2015. This includes the Requirements for Fee Protection.

As a CRICOS provider, South Sydney College will have fees and refund policy and procedure that complies with the ESOS Act and The National Code.

Clear communication will be through print or through an electronic copy with telephone support if required.

### FEE INFORMATION

South Sydney College will provide **fee information** in print and electronic copy and at various locations to ensure all students will know the fees prior to accepting the offer of a place in a course.

For international students, the fees information will be provided:

On the **application for enrolment form** that forms the confirmation of application and acceptance of the terms and conditions of the provider with the customer.

On the **letter of offer** that forms the written agreement between the provider and the customer.

The total amount of fees may include:

- Application fee
- CRICOS Course fee
- Administration fees and any other extra charges.

A course and administration fees schedule will be kept up to date in the administration office.

### Administration fees

The Administration fees and any other charges are explained in print and electronic copy and at various locations to ensure all students will know the fees prior to accepting the offer of a place in a course.

Administration fees are in the terms and conditions that form part of the agreement on the application for enrolment form.

Administration fees are in the letter of offer that forms the written agreement between the provider and the customer.

The Administration fees include:

- Late payment penalties for students who do not pay fees on time
- Re-assessment fees available to students who are deemed not yet competent on completion of training and assessment after re-submit and re-sit options
- Re-enrolment fees for students whose time for submission of work has passed and they wish to extend the length of the course

- Fees for credit transfer requests
- Fees for processing cancellations and course variations including transfers
- Fees for issuing a replacement qualification testamur
- Material fees for lost or replacement course materials supplied in hard or soft copy
- Fees for processing refunds

## LATE PAYMENT FEES

Payment due date is included in the academic calendar which will be accessible in the website (ssc.edu.au) and printed copy in the student noticeboard. Time to time student will be notified via txt/phone/email/RTO Manager.

A systematic and step by step communication and actions will be taken for the fees not paid by due date:

<b>Courtesy Reminder</b>	A courtesy reminder will be sent to student via txt/phone/email/RTO Manager 1 week before payment due date.
<b>Financial Warning #1</b> <b>Payment not received by the due date</b>  <b>This will occur if student do not pay by due date</b>	Students who do not pay the fees by due date, will be issued a financial warning #1 in the first working day after fee due week. Student will be given until Friday of the same week to pay the due fees and \$100 late penalty will be applicable.
<b>Financial Warning #2</b> <b>Payment not received by the due date specified in the Financial Warning #1</b>  <b>This will occur if student do not act on Financial Warning #1</b>	Students who do not pay the fees by due date specified in the Financial Warning # 1, will be issued a financial warning #2 in the first working day after Financial Warning #1 due week. Student will be given until Friday of the same week to pay the due fees and \$400 late penalty will be applicable.
<b>Intention to Report (ITR) to Department of Home Affairs</b>  <b>This will occur if student do not act on Financial Warning #1 &amp; Financial Warning #2</b>	Students who do not pay the fees by due date specified in the Financial Warning #2, will be issued an ITR in the first working day after fee due week. The student will be given 20 working days from the Financial Warning #2 date to make the payment.  Students are warned in the final warning: Non-payment of fees will result in immediate turn-over of account to debt collection agency. These proceedings will include claims for pre-judgment interest on student's account and all legal and court-related costs it may incur in connection with collection of this past due account and will substantially increase the amount owed by the student.

	Collection proceedings may also have an adverse effect on the student's credit rating.
<b>Notification to Department of Home Affairs – Abandonment of course</b>  <b>This will occur if student do not act on Financial Warning #1, Financial Warning #2 &amp; ITR</b>	Where there is no action taken by student to pay the fees and no contact to the college to discuss financial situation. Failure to do so will result in cancelling your CoE(s) for Non-Payment of Fees and subsequently reporting the situation to Department of Home Affairs via PRISMS. Student will not receive any course documentation or refunds.
<b>Turning over account to debt collection</b>  <b>This will occur if student do not act on Financial Warning #1, Financial Warning #2 &amp; ITR</b>	Where there is no action taken by student to pay the fees and no contact to the college to discuss financial situation. Failure to do so will result in immediate turn over of the account to the debt collection agency.  These proceedings will include claims for pre-judgment interest on student's account and all legal and court-related costs it may incur in connection with collection of this past due account and will substantially increase the amount owed by the student. Collection proceedings may also have an adverse effect on the student's credit rating.

## OTHER EXPENSES INFORMATION

Some courses require participants to invest in their study. Where this is the case, any additional costs to undertake a course will be explained on the website and course information.

Other expenses are separate to fees and are expenses the student may incur. These may include:

- Textbooks where the participant can purchase texts if they want their own copy
- Laptops or mobile devices where the participant can bring these to class and use them to complete the course
- Materials and supplies needed to complete the course
- Other equipment needed to complete the course
- Clothing requirements needed to complete particular units of study
- Travel expenses where the participant is required to travel to a placement or location at their own expense as part of the course

## CRICOS COURSE FEES PRICING

### Course Fees and Payment Plans

- Pricing for CRICOS courses is an itemised list of course money payable by the student that is provided at various points:
  - in the application for enrolment form
  - in the reply to an enquiry email with information packs
  - through the information provided by an education agent

- formalised in the letter of offer where full details of the itemised list of course money is set out in the formal agreement
- The application fee is non-refundable
- The RTO offers course fee payment by installment in the letter of offer.
- Special offers and discounts may be marketed from time to time.

## REQUIREMENTS FOR FEE PROTECTION

Standard 7 (Clause 7.3) states;

*"Where the RTO requires, either directly or indirectly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1,500 (being the threshold prepaid fee amount), the RTO must meet the Requirements For Fee Protection in Schedule 6."*

### **International students:**

SSC is a registered CRICOS provider, so SSC will comply with the obligations and requirements of the Education Services for Overseas Students Act (ESOS Act) 2000 (Cth).

SSC is required to comply with the requirements of the Tuition Protection Service (TPS). Under TPS the provider may receive up to 50% of the total tuition fees for the CRICOS course at any time before a student commences the course once the written agreement has been signed and returned to the provider.

We have tuition fee schedules and payment plan schedules in the accounting system. These will be indicated on the formal letter of offer and written agreement with the student.

## PROTECTION OF PREPAID FEES – PAID IN ADVANCE

### **At formalisation of enrolment – the written agreement stage**

The registered provider must enter into a written agreement with the student, signed by that student (or the student's parent or legal guardian if the student is under 18 years of age), concurrently with or prior to accepting course money from the student.

1. SSC will accept course money received at the same time as the verification of acceptance by enclosing a note with the letter of offer (the written agreement). This note will inform the student that he/she must not pay until the provider receives the accepted agreement but this can be sent at the same time. SSC will accept a scanned copy of the signed written agreement as verification.
2. Where SSC receives course money sent by mail (for example, by cheque or money order) or by direct deposit into the bank account before receiving the accepted written agreement, the procedure to be followed is:
  - Deposit the money into a designated holding account for fees in advance
  - Identify the course money as fees in advance in the accounts ledger
  - Follow up immediately with the student or agent to inform them that the payment cannot be processed (and the enrolment cannot progress) until the provider receives the accepted written agreement.
  - For compliance purposes, the notification communication is recorded in RTO Manager and on file. The bank accounts and accounts ledger will keep evidence that the money has not been used.



3. Where the written agreement is not received by the time of the monthly bank reconciliation, (31 days) the procedure will be:
  - SSC will contact the agent and student and request clarification of when the written agreement will be received.
  - If the agreement is not received within 10 working days, the moneys deposited will be returned.
  - A maximum of 35 days will be allowed after the default has occurred when the provider knows that the written agreement will NOT be in place following communication with the parties.
  - This procedure will be managed by the Principal and the Accountant on a case by case basis. All communication will be recorded on file in RTO Manager.
  - Where course fees are received and a written agreement does not eventuate after follow up by the provider, this is a case of student default under the TPS and must be reported through PRISMS and the TPS within the maximum 35 days.

#### **At a progress stage during the course**

1. Students are required to make progress installment payments (usually every 3 months or term) as per the written agreement
2. Students must comply with the payment plan and installment policy set out here and in the agreement
3. Students can pay in advance and the course fees that are pre-paid are identified in the accounts ledger as pre-paid course fees.

#### **THIRD PARTY FEE COLLECTION MUST MEET SAME REQUIREMENTS**

The requirements for protection of prepaid fees apply no matter how the fees are collected.

This means:

Any fees collected by a third party for the RTO such as an education agent are subject to the same conditions. These requirements apply to fees prepaid by students, regardless of when our RTO actually receives the payment.

The written agreement with the third party will include these conditions and the monitoring to ensure the protection measures are in place and implemented as required.

#### **CRICOS COURSE FEES ARE PAID BY INSTALMENTS**

#### **Payment schedule agreement:**

By signing the written agreement, students pay by instalments and agree to honour the RTO payment plan and understand that:

1. all instalments must be paid on or before the due date;
2. There are sufficient funds available in the nominated account to meet the instalment payments;
3. The RTO reserves the right to suspend access to the course in the event that a student fails to pay any part of the course fees as and when it falls due for payment;
4. in the event that a student requests or fails to advise of a course cancellation, the balance of the course fees will be paid in full or continue to be paid under the agreed payment plan schedule; and
5. The RTO will not issue a Statement of Attainment/Transcript/Certificate until all fees (including course fees, late penalty fees or any other fees) are paid in full all courses.



### Default on the payment schedule:

1. The enrolment will be suspended and outstanding accounts will become immediately due and payable; or
2. As a cancelled student the outstanding account will become immediately due and payable;
3. The outstanding debt will be forwarded to a debt collection agency, and
4. The student may also be required to pay additional fees associated with the debt collection process.

## REFUNDS

### Course variations – Withdrawal or Cancellation from a course and refund request

This information is included in several document locations including in the written agreement.

- The initial application fee to SSC is not refundable.
- SSC's refund policy applies to both commencing and re-enrolling students
- All requests for a refund must be submitted on the appropriate refund application form and must be accompanied by official documentary evidence of the grounds for the request.
- Refunds apply only to tuition fees and will only be paid to the applicant through an Australian Dollar draft.

### Total Refund of Tuition Fee

A total refund will be granted under the following circumstances:

- In the unlikely event that the College is unable to provide the course for which an offer has been made. An alternate offer of a place will be offered at no extra cost to the students as well as the refund option.
- An offer of a place is withdrawn by SSC (The exception is when the offer was made on the basis of intentional incorrect information).
- The applicant is unable to obtain a visa from an Australian Diplomatic Office.

Applications for a total refund on the above grounds must be lodged at least 2 weeks prior to the commencement of the term for which the offer is made.

The student must provide a certified copy of the official letter of visa application rejection by the Department of Immigration and Border Protection (DIBP) along with their application, in order for the refund application to be approved.

### Partial Refund of Tuition Fee

The amount of partial refund is determined as follows. Administrative fees and applicable deductions are applied:

Request is more than 10 weeks before the commencement of the term/ next term	Full refund.
Request is less than 10 weeks but more than 6 weeks before the commencement of the term	refund is 70% of tuition fees for that term.
Request is less than 6 weeks but more than 2 weeks before the commencement of the term	refund is 50% fees of tuition fees for that term.
Request is less than 2 weeks before the commencement of the term	refund is 30% of tuition fees for that term.
If a student withdraws from the	the student will not be eligible for a refund for the

course on or after the course commencement date.	fees for that term.
Withdrawal from a course on illness and compassionate grounds	refund will be decided on a case by case basis.
If a student holds a valid student visa at the time of enrolment with SSC, but after commencing their course, their current visa expires and a subsequent visa application is applied for and rejected.	refund for any tuition fees paid to SSC will be calculated on a pro-rata basis (calculated on a weekly basis as per the SSC term calendar) minus any applicable deductions*.
Student transfers to a second course within SSC without completing the first course.	The tuition fee paid for the current six-month period of the 1 <sup>st</sup> course will be credited on a pro-rata basis towards the tuition fee of the 2 <sup>nd</sup> course. All other tuition fees paid toward the 1 <sup>st</sup> course will be credited in full towards the tuition fee of the 2 <sup>nd</sup> course. If the credited amount is greater than the total cost of the second amount, the difference will be refunded within 28 days of commencement of the second course.

If the College has paid an amount to a representative in relation to recruitment, the refund will be further reduced by that amount.

### **No refund**

False or misleading information in application forms or during study	automatically disqualifies you from any refunds
Student is terminated due to serious breach of the College rules or a breach of visa conditions including non-attendance or unsatisfactory progress	No refund
Student defers enrolment and commencement date	Tuition fees will be held by the College until course commencement date.
Student is seeking a refund for enrolment in the principle (main) course of study, as applied for on their current Student Visa	No refund for any tuition fees paid for the first six (6) months of the principle course. Any additional tuition fees, paid beyond the first six (6) months, that are deemed refundable, will be payable back to the student minus any applicable deductions*.

### **The student is advised of this procedure that is followed by student services:**

#### **How to claim a refund**

- To claim any refund, the student must complete a *Refund Application Form* plus
- Evidence to support the request must be submitted- such as your receipt of course fees paid to date and certified copies of any supporting documents (such as Visa rejection letter, etc.) to the College.
- The student must be up to date with course fees at the time of the request.
- The request will be assessed based on information provided and the progress through the course.

- If the request is successful, a refund administration fee is charged and deducted from the refund.
- A refund calculation letter is provided that explains the decision. It will be posted to your address in your home country within 30 days from the receipt of the *Refund Application form*.
- The refund will be paid in Australian dollars.
- Statements of Attainment for units completed and paid to date will be issued.

### **Special circumstances for course refunds:**

South Sydney College has the discretion to approve refunds if the customer would be unreasonably disadvantaged if not granted a refund - for example:

A customer meets with a serious misadventure, serious illness or hospitalisation (two week period minimum) supported by a medical certificate.

Special circumstances that have been discussed and agreed upon between the customer and the Director.

The following circumstances would not be accepted for a refund:

- Change in work hours
- Job change or retrenchment
- Moving interstate
- Technology barriers which mean you are having difficulty completing the course
- Language or writing barriers which were not declared at application which mean you are having difficulty completing the course
- Insufficient access to workplace documents which mean you are having difficulty completing the course
- Where a customer has commenced a course believing that they can meet the requirements and then find that they are unable to do the course, a part refund for the component of the course not commenced may be given.
- An interview will assess the circumstances.
- The refund will be dependent upon the length of time they have been attending and what competencies have been achieved.
- Where more than 50% of the course is completed, there will be no refund.
- The final decision is at the Discretion of the Director.

### **Provider default – If South Sydney College cannot offer or continue a course due to changed circumstances**

Where South Sydney College is in a “default” situation such as cancellation of the course, we will offer a refund. We will discuss this with the customer and come to an arrangement.

A refund letter with calculations showing administration charges and fees to be refunded is sent to the customer.

The payment is processed within a maximum of 4 weeks (20 working days) from the date on the refund calculation letter.

Where the service or course is offered through a third party and that third party cannot deliver the agreed service, South Sydney College will offer an alternate arrangement for participants to complete the course or a refund if such a replacement service is not suitable for the student. This decision will be discussed on a case by case basis and recorded in writing between the parties.

### **COMPLAINTS REGARDING FEES AND REFUNDS**

Customers are entitled to access the Complaints process should they be dissatisfied about South Sydney College decisions relating to fees, refunds or other matters.

## STATEMENT CONSUMER PROTECTION LAWS

The written agreement includes the statement that "This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws".

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