

# Fees Administration and Refund Policy

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| <b>Document number</b>                | POL-SSC-CRICOS-Fees Administration and Refund-v2023-1.1  |
| <b>Last review</b>                    | 20 September 2023  |
| <b>Implementation Date</b>            | 20 September 2023  |
| <b>Authority</b>                      | Chief Executive Officer  |
| <b>Next review</b>                    | 20 September 2024  |
| <b>Related policies</b>               | <ul style="list-style-type: none"> <li>▪ Certificate Issuance Policy</li> <li>▪ Continuous Improvement Policy</li> </ul>   |
| <b>Related procedures</b>             | <ul style="list-style-type: none"> <li>▪ Certificate Issuance Procedure</li> <li>▪ Continuous Improvement Procedure</li> </ul>   |
| <b>Forms and supporting documents</b> | <ul style="list-style-type: none"> <li>▪ Student Handbook</li> <li>▪ South Sydney College website</li> <li>▪ Refund Request Form/Refund Application Form</li> <li>▪ Refund Request Register</li> <li>▪ Course Cancellation Request Form</li> <li>▪ Course Cancellation Request Register</li> <li>▪ Fees and Charges Sheet</li> <li>▪ Enrolment Form</li> </ul> |

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# Fees Administration and Refund Policy

## 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.

**RELEVANT STANDARD(S):** Standards for Registered Training Organisations (RTOs) 2015 Standard 5.3, 7.3; National Code 2018 Standard 3

## SCOPE

South Sydney College implements fair and reasonable refund practices and transparent and process for fee application and administration.

South Sydney College ensures that:

- a. prospective students are aware of its fee policies in order to make informed decisions about enrolment in a course;
- b. its fee and refund policy is prominent and accessible to its staff, prospective students, and existing students;
- c. it implements and maintains a process for fair and reasonable refund and fees paid; and
- d. it provides refunds for fees and charges paid by clients, where training and assessment activities have not been delivered.

## POLICY STATEMENT

### 1. Fee Information

- 1.1. 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.
- 1.2. For international students, the fees information will be provided:
  - 1.2.1. 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.
  - 1.2.2. On the letter of offer that forms the written agreement between the provider and the customer.
- 1.3. The total amount of fees may include:
  - 1.3.1. Application fee
  - 1.3.2. CRICOS Course fee
  - 1.3.3. Administration fees and any other extra charges
- 1.4. A course and administration fees schedule will be kept up to date in the administration office

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## 2. Administration Fees

- 2.1. The Administration fees and any other charges are explained in print and electronic copy 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.
- 2.2. Administration fees are in the letter of offer that forms the written agreement between the provider and the customer.
- 2.3. The Administration fees include:
- 2.3.1. Late payment penalties for students who do not pay fees on time
  - 2.3.2. 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
  - 2.3.3. Re-enrolment fees for students whose time for submission of work has passed and they wish to extend the length of the course
  - 2.3.4. Fees for credit transfer requests
  - 2.3.5. Fees for processing cancellations and course variations including transfers
  - 2.3.6. Fees for issuing a replacement qualification testamur
  - 2.3.7. Materials fees for lost or replacement course materials supplies in hard or soft copy
  - 2.3.8. Fees for processing refunds

## 3. Late Payment Fees

- 3.1. Payment due date is included in the academic calendar which will be accessible in the website ([ssc.edu.au](http://ssc.edu.au)) and printed copy in the student noticeboard. From time to time, student will be notified via txt/phone/email/RTO Manager.
- 3.2. A systematic and step by step communication and actions will be taken for the fees not paid by due date:

|               |  |   |
|---------------|--|---|
| <b>Step 1</b> | <b>Courtesy Reminder</b>   | A courtesy reminder will be sent to student via text/phone/email/RTO Manager 1 week before payment due date.  |
| <b>Step 2</b> | <b>Financial Warning #1<br/>Payment not received<br/>by the due date</b><br><br><b>This will occur if<br/>student do not pay by<br/>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. |

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| <b>Step 3</b> | <p><b>Financial Warning #2<br/>Payment not received by the due date specified in the Financial Warning #1</b></p> <p><b>This will occur if student do not act on Financial Warning #1</b></p> | <p>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.</p> <p>Students are also informed that failure to settle fees may result in the college reporting them to the Department of Immigration and Border Protection (DIBP) through the Provider Registration and International Student Management System (PRISMS) for failure to meet the conditions as an international student studying in Australia.</p>   |
| <b>Step 4</b> | <p><b>Intention to Report (ITR) to Department of Home Affairs</b></p> <p><b>This will occur if student do not act on Financial Warning #1 &amp; Financial Warning #2</b></p>                  | <p>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.</p> <p>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.</p> <p>In addition, the final warning also includes repercussions for failing to meet the conditions as an international student studying in Australia:</p> <ul style="list-style-type: none"> <li>• Cancellation of their CoE(s)</li> <li>• Reporting their status to the Department of Home Affairs via PRISMS</li> <li>• No entitlement to receive any course documentation or refunds</li> </ul> |

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| <b>Step 5</b> | <b>Notification to Department of Home Affairs – Abandonment of course</b><br><br><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>Step 6</b> | <b>Turning over account to debt collection</b><br><br><b>This will occur if student do not act on Financial Warning #1, Financial Warning #2 &amp; ITR</b>                            | <p>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 turnover of the account to the debt collection agency.</p> <p>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.</p> |

## 4. Other Expenses Information

- 4.1. 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.
- 4.2. Other expenses are separate to fees and are expenses the student may incur. These may include:
  - 4.2.1. Textbooks where the participant can text if they want their own copy
  - 4.2.2. Laptops or mobile devices where the participant can bring these to class and use them to complete the course
  - 4.2.3. Materials and supplies needed to complete the course
  - 4.2.4. Other equipment needed to complete the course
  - 4.2.5. Clothing requirements needed to complete particular units of study
  - 4.2.6. Travel expenses where the participant is required to travel a placement or location at their own expense as part of the course

## 5. CRICOS Course Fees Pricing

- 5.1. Pricing for CRICOS courses is an itemised list of course money payable by the student that is provided at various points:
  - 5.1.1. in the application for enrolment form
  - 5.1.2. in the reply to an enquiry email with information packs
  - 5.1.3. through the information provided by an education agent
  - 5.1.4. formalised in the letter of offer where full details of the itemised list of money is set out in the formal agreement

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- 5.2. The application fee is non-refundable
- 5.3. The RTO offers course fee payment by instalment in the letter of offer
- 5.4. Special offers and discounts may be marketed from time to time

## 6. Collection of Fees

- 6.1. Prior to collecting any fees from learners, either directly or through a third party, the college will provide or direct the learner to the complete fee information specifying:
  - 6.1.1. All relevant fee information including:
    - 6.1.1.1. Fees that must be paid to the college
    - 6.1.1.2. Payment terms and conditions including deposits and refunds
  - 6.1.2. The learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies
  - 6.1.3. The learner's right to obtain a refund for services not provided by the college in the event the:
    - 6.1.3.1. Arrangement is terminated early
    - 6.1.3.2. The college fails to provide the agreed services

## 7. Requirements for Fee Protection

- 7.1. South Sydney College is a registered CRICOS provider. Hence, it will comply with the obligations and requirements of the Education Services for Overseas Students Act (ESOS Act) 2000 (Cth).
- 7.2. Under the ESOS legislation, a provider must not receive more than 50% of the total tuition fees for a course before the student has begun the course, unless:
  - 7.2.1. the student, or person making payment on their behalf, chooses to do so
  - 7.2.2. the course has a duration of 25 weeks or less
- 7.3. The college will keep a record of evidence to show where students have exercised choice in how much of their tuition fees are paid up front. This is recorded in the students' enrolment form, where they are required to declare their decision on how they intend to settle the course fees. There are no restrictions on collecting tuition fees after a student has started their course.
- 7.4. 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.

## 8. Protection of Prepaid Fees – Paid in Advance

- 8.1. 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.
- 8.2. South Sydney College 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. South Sydney College will accept a scanned copy of the signed written agreement as verification.

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- 8.3. Where SOUTH SYDNEY COLLEGE 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:
  - 8.3.1. Deposit the money into a designated holding account for fees in advance
  - 8.3.2. Identify the course money as fees in advance in the accounts ledger
  - 8.3.3. 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.
  - 8.3.4. 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.
- 8.4. Where the written agreement is not received by the time of the monthly bank reconciliation, (31 days) the procedure will be:
  - 8.4.1. SOUTH SYDNEY COLLEGE will contact the agent and student and request clarification of when the written agreement will be received.
  - 8.4.2. If the agreement is not received within 10 working days, the moneys deposited will be returned.
  - 8.4.3. 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.
  - 8.4.4. 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.
  - 8.4.5. 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.
- 8.5. At a progress stage during the course:
  - 8.5.1. Students are required to make progress instalment payments (usually every 3 months or term) as per the written agreement
  - 8.5.2. Students must comply with the payment plan and instalment policy set out here and, in the agreement
  - 8.5.3. Students can pay in advance and the course fees that are pre-paid are identified in the accounts ledger as pre-paid course fees.

## 9. Third Party Fee Collections Must Meet Same Requirements

- 9.1. The requirements for protection of prepaid fees apply no matter how the fees are collected.
- 9.2. This means:
  - 9.2.1. Any fees collected by a third party for the RTO such as an education agent are subject to the same conditions.
  - 9.2.2. These requirements apply to fees prepaid by students, regardless of when our RTO actually receives the payment.
  - 9.2.3. 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.

## 10. CRICOS Course Fees Are Paid by Instalments



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## 10.1. Payment schedule agreement:

- 10.1.1. By signing the written agreement, students pay by instalments and agree to honour the RTO payment plan and understand that:
  - 10.1.1.1. All instalments must be paid on or before the due date
  - 10.1.1.2. There are sufficient funds available in the nominated account to meet the instalment payments
  - 10.1.1.3. 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
  - 10.1.1.4. 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
  - 10.1.1.5. 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.

## 10.2. Default on the payment schedule:

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

## 11. Refunds

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

- 11.1.1. The initial application fee to South Sydney College is not refundable
- 11.1.2. South Sydney College's refund policy applies to both commencing and re-enrolling students
- 11.1.3. 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.
- 11.1.4. Refunds apply only to tuition fees and will only be paid to the applicant through an Australian Dollar draft.

### 11.2. Total Refund of Tuition Fee

- 11.2.1. A total refund will be granted under the following circumstances:
  - 11.2.1.1. 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.
  - 11.2.1.2. An offer of a place is withdrawn by South Sydney College (The exception is when the offer was made on the basis of intentional incorrect information).
  - 11.2.1.3. The applicant is unable to obtain a visa from an Australian Diplomatic Office.
- 11.2.2. 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.
- 11.2.3. The student must provide a certified copy of the official letter of visa application rejection by the Department of Immigration and Border Protection along with their application, in order for the refund application to be approved.



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## 11.3. Partial Refund of Tuition Fee

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

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| 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 course on or after the course commencement date.   | The student will not be eligible for a refund for the 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 SOUTH SYDNEY COLLEGE, 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 SOUTH SYDNEY COLLEGE will be calculated on a pro-rata basis (calculated on a weekly basis as per the SOUTH SYDNEY COLLEGE term calendar) minus any applicable deductions*.   |
| Student transfers to a second course within SOUTH SYDNEY COLLEGE 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. |

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

11.4. No refund is made under the following circumstances:

|  |   |
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| 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 | Refund is 70% of tuition fees for that term.    |

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| of visa conditions including non-attendance or unsatisfactory progress  |   |
| Student defers enrolment and commencement date  | Refund is 50% fees of tuition fees for that term. |
| Student is seeking a refund for enrolment in the principle (main) course of study, as applied for on their current Student Visa | Refund is 30% of tuition fees for that term.      |

## 12. Refund Procedure

- 12.1. To claim any refund, the student must complete a Refund Application Form plus
- 12.2. 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.
- 12.3. The student must be up to date with course fees at the time of the request.
- 12.4. The request will be assessed based on information provided and the progress through the course.
- 12.5. If the request is successful, a refund administration fee is charged and deducted from the refund.
- 12.6. 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.
- 12.7. The refund will be paid in Australian dollars.
- 12.8. Statements of Attainment for units completed and paid to date will be issued.

## 13. Special Circumstances for Course Refunds

- 13.1. 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
- 13.2. Special circumstances that have been discussed and agreed upon between the customer and the Director.
- 13.3. The following circumstances would not be accepted for a refund:
  - 13.3.1. Change in work hours.
  - 13.3.2. Job change or retrenchment.
  - 13.3.3. Moving interstate.
  - 13.3.4. Technology barriers which mean you are having difficulty completing the course.

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- 13.3.5. Language or writing barriers which were not declared at the application which mean you are having difficulty completing the course.
- 13.3.6. Insufficient access to workplace documents which mean you are having difficulty completing the course.
- 13.3.7. 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.
- 13.3.8. An interview will assess the circumstances.
- 13.3.9. The refund will be dependent upon the length of time they have been attending and what competencies have been achieved.
- 13.3.10. Where more than 50% of the course is completed, there will be no refund.
- 13.3.11. The final decision is at the Discretion of the Director.

## 14. Provider Default

- 14.1. Where South Sydney College is in a “default” situation, such as cancellation of the course, the College will offer a refund. This will be discussed with the customer and an arrangement shall be agreed upon.
- 14.2. A refund letter with calculations showing administration charges and fees to be refunded is sent to the customer.
- 14.3. The payment is processed within a maximum of 4 weeks (20 working days) from the date on the refunds calculation letter.
- 14.4. Where the service or course, if 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

## 15. Complaints

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

## 16. Statement Consumer Protection Laws

- 16.1. 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 law”.

# Fees Administration and Refund Policy

## RESPONSIBILITIES

### 1. Monitoring and improvement

- 1.1. The South Sydney College Admin Team is responsible for ensuring compliance with this policy. The Admin Team of South Sydney College will process refund requests.
- 1.2. South Sydney College CEO and/or Admin Team is responsible for all continuous improvement processes in relation to the fee administration and refund policy and procedure and ensuring all staff, including those from the third-party providers are complying with the provisions of this policy.

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## REVISION HISTORY

| Date /<br>Version no. | Revision details    | Person<br>Responsible | Status  | Comments      |
|-----------------------|---------------------|-----------------------|---------|---------------|
| 15/05/2022<br>1.0     | Initial development | A. Rotem              | Current | Creation date |
| 20/09/2023<br>1.1     | Compliance review   | S Roy                 | Current |               |
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