

Fees payment and Refund Policy (International Students)

1. Purpose

The Purpose of this document is to establish the fee payment refund procedure in accordance with the *ESOS (Education Services for Overseas Students) Act 2015*.

2. Scope

This policy applies to prospective overseas students, both onshore and offshore who have accepted a place at the Institute and students currently enrolled at the Institute.

3. Responsibility

The Chief Accountant, Operations Manager and the Chief Finance Officer (CFO) are responsible for the implementation and monitoring of this policy.

4. Definitions

Tuition Fee: The Tuition Fee is a compulsory academic fee payable by students for courses offered by the Institute. It does not include course material fees and other applicable fees or cost.

Tuition Protection Service (TPS): The Tuition Protection Service is a protection scheme for international students whose provider cannot fully deliver a course for which the student has paid. The TPS ensures that international students are able to either:

- a. completes their studies in another course or with another education provider or
- b. receives a refund of their unspent tuition fees.

Agreed Start Date/Course Commencement: Agreed Start Date (Course Commencement) means the day on which the course was scheduled to start as per the student's Confirmation of Enrolment (COE), or a later date agreed between Institute and the student for the start of the course.

Course Material Fee: A fee charged for the cost of providing course materials for theory and practical study, textbooks, student guides and resource materials that are retained by the student as his/her personal property.

Administration Fee: An Administration Fee is a non-refundable fee that is charged for providing services to students.

Late fee: An additional fee charged to students who fails to meet payment deadline by due dates.

Enrolment Fee: An enrolment fee is a non-refundable fee payable for enrolling in Institute and is in addition to tuition fees.

Term: A term is referred to a study period of 10 weeks excluding Holidays.

Withdrawal from the Course: Withdrawal refers to a student's deferral, suspension or cancellation of enrolment in courses offered by the Institute.

Institute: Institute in this document is referred to RGIT

Institute Default: Institute default occurs when:

- a. the course does not start on the Agreed Start Date
- b. the course ceases to be provided at any time after it starts but before it is completed
- c. the course is not provided in full to the student because a sanction has been imposed on the Institute
- d. The student has not withdrawn before the default day.

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Student default: A student default occurs when the Institute refuses to provide, or continue providing, the course to the student because of one or more of the following events:

- a. the course starts on the Agreed Start Date, but the student does not attend the classes on that day (and has not previously withdrawn);
- b. the student withdraws from the course (either before or after the Agreed Start Date);
- c. the student fails to pay an amount he or she is liable to pay to the Institute, directly or indirectly, in order to undertake the course;
- d. the student breaches a condition of his or her student visa;
- e. Student's misbehaviour.

5. Payment of Tuition Fees

- a. The initial tuition fee, enrolment fee, textbook and material fee (if applicable) as stated in the offer letter must be paid in advance before the commencement of the course for confirmation of enrolment at Institute.
- b. Institute may require students to pay up to 50% of the student's total tuition fee for a course before the student begins the course unless the course duration is 25 weeks or less.
- c. RGIT Australia will not require any remaining tuition fees earlier than two (2) weeks before the start of the student's second study period.
- d. Student must pay full tuition for each term by due date or as specified in the invoices unless any other payment plan/arrangement is agreed with the institute.
- e. Students who wish to apply for payment plan/arrangement, have to do so in writing before the due date along with evidence and supporting documents (if applicable).
- f. Students who are paying fee under payment plan/arrangement are subject to 5% surcharge on tuition fee agreed to pay under payment plan/arrangement.
- g. A late fee of \$200 will be applicable to students who do not pay the tuition fee by due date or as specified in the invoice.
- h. Tuition fees are payable to Institute by a bank draft or telegraphic transfer (or other approved payment options) in Australian dollars made payable to Institute.
- i. The Institute does not accept liability for any fees paid to an agent or third party in relation to an application for enrolment and tuition fees.
- j. If the student tuition fee is outstanding after the due date or any date mentioned in the invoice, a Final Notice and/or email will be issued within two weeks of the original invoice due date.
- k. If a student fails to make the payment of the outstanding fees even after a final notice and/or email, their enrolment will be suspended. The suspension of Enrolment will cause following restrictions to apply:
 - I. Loss of access to the institute library service, learning management system, classroom, computer system including internet and others
 - II. Loss of access to enrolment records, results and academic certificates
- l. Inability to attend any classes where this may result in students having to repeat missed work and/units.

If Student with suspended enrolment make no further payment or do not contact the institute concerning their debt, their enrolment may be cancelled.
- m. An additional fee is applicable when:
 - I. students have to undergo reassessment (reassessment fee)

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- II. students have to repeat a subject (unit fee)
- n. Students who enrol in additional courses will be required to pay a separate Tuition fee as specified for the course.
 - o. The tuition fee charged to the student will remain the same provided the student remains enrolled in the same course. If the student transfers the course a tuition fee for the transferred course will apply.
 - p. If the student's visa status changes (e.g. becomes a temporary or permanent resident), the student will continue to pay full overseas student fees for the duration of the enrolled program.
 - q. The Institute reserves the right to engage any third party to recover any outstanding fees payable to the Institute. The cost to the Institute of engaging a third party to recover such outstanding fees will be charged to the student.

6. Refund

All student's refunds are conditional on the following:

a. Course Withdrawal (Applicable for VET COURSE)

- I. Where written notice of withdrawal is received by the Institute before the start date of the course or term, the Institute will refund the fees, as per the table below, less any administration fees.

Written notice of withdrawal received	Refund of fees paid (Term withdrawing) *	Refund of fees paid (future terms) *	Refund of material fees
28 days or more before the Course/Term Start Date	80%	80%	100%
15 to 27 days before the Course/Term start date	70%	80%	100%
Within 14 days before the Course/Term start date, as well as from the day Course/Term started	No refund	80%	100%

**Less administration fees*

- II. Where the student defaults, including withdrawing from a course, after the course/term start date, there will be no refund of paid tuition fees.
- III. Any debts to the Institute must be paid in full or the outstanding amounts will be deducted from the refund.
- IV. If the refund application is approved, refunds will be made available within 28 days (20 working days) of written notification and relevant forms duly signed by the student being received by the Institute.
- V. The Institute must have received funds in order for any refunds to be made available (i.e. cheques are cleared, telegraphic transfers have been received)

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b. Course Withdrawal (Only apply for ELICOS COURSE)

- i. Where written notice of withdrawal is received by the Institute before the start date of the course, the Institute will refund the fees, as per the table below, less any administration fees.

Written notice of withdrawal received	Refund of fees paid for initial 12 weeks *	Refund of fees paid for subsequent weeks *
28 days or more before the Course Start Date	80%	80%
15 to 27 days before the Course Start date	70%	80%
Within 14 days before the Course Start date	No refund	80%

*Less administration fees

- ii. If student withdraws after the course start date, subsequent 12 weeks of study are not refundable. Further weeks are 100% refundable.

c. Visa Refusal

If a student visa application or visa renewal is refused by the Australian Government, a full refund of course fees, less administration fees, will be made. Administration fees is \$200 or 5% of the total paid tuition fee, whichever is lesser.

Students must provide the Institute with substantiated evidence of their student visa refusal.

The Institute must have received funds in order for any refunds to be made available (i.e. cheques are cleared, telegraphic transfers have been received)

No refunds will be granted where:

- a) An international student currently in Australia has their student visa cancelled by Department of Home Affairs for a breach of visa conditions.
- b) An international student currently in Australia has their student visa extension application refused by Department of Home Affairs after the commencement of their studies, for not meeting visa requirements.
- c) The visa is refused by DHA for the reason of providing misleading information or fraudulent documentation submitted in the visa application.

d. Institute Default

- a. In the unlikely event that the Institute is unable to start or deliver the course (known as Institute default), the student can choose to accept either:
 - i. A refund of course fees, which will be issued to the student within 14 days.
 - ii. Or be placed in an alternative course with the Institute or another provider. If the student chooses this option, they must sign a new written agreement to indicate they have accepted the placement.

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- b. If the student chooses to receive a refund of course fees, the Institute will calculate the unspent portion of tuition fees paid to date (i.e. tuition the student has paid for, but which has not been delivered by the Institute). The refund will be paid within 14 days after cessation of the course.
- c. If the Institute is unable to provide a refund or place the student in an alternative course, the TPS will provide the student with options for suitable alternative courses (if any such courses are available), or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director.

e. Special Circumstances

Where a student withdraws from the course and returns home because of exceptional and extenuating circumstances of a compassionate nature, such as a death or severe illness in the immediate family, 100% of all the unspent fees paid, less any administration fees, will be refunded.

7. Payment of Refunds

- a. Refunds will be paid in Australian dollars via bank transfer to the bank account number nominated by the student on the refund application form.
- b. Refund to International banks are be made in the Australian currency where by student will receive refund amount equivalent to Australian Dollar exchange rate on the date of transfer.

8. Student's Rights to Appeal

- a. Any student who is refused a refund by the Institute may appeal within 14 days in writing to the Student Administration Manger.
- b. The Institute's appeal process does not restrict the student's right to pursue other legal avenues.
- c. This agreement, and the availability of complaints and appeal processes, does not remove the right of the student to take action under Australia's consumer protection laws.

9. Revision History

Revision	Date	Description of modifications
1	December 2008	Original
2	June 2009	No changes made
3	December 2009	Minor formatting
4	December 2010	Annual Review
5	December 2011	Annual Review
5.1	May 2012	Domain change
5.2	June 2012	Added: statement that students will incur costs if INSTITUTE needs to engage third party to recover outstanding fees.
6.0	August 2012	TPS Amendments included
6.1	December 2012	Overall editing and update

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Revision	Date	Description of modifications
7.0	July 2013	Overall editing and update
7.1	October 2013	Minor edits
8.0	January 2015	Updated in alignment with Standards for RTOs 2015
8.1	May 2015	Annual Review
9.0	September 2016	Annual review
10.0	November 2017	Updated to align with National code 2018, Separation of Policy and Procedure documents
11.0	April 2018	Header and Footer updates
11.1	October 2018	Minor Update on Refund policy
11.2	October 2018	Visa refusal information updated