

Tuition Protection Service Policy

1. Purpose

The purpose of this document is to provide guidelines to RGIT Australia stakeholders to ensure that the institute, comply with the Tuition Protection Service (TPS) requirements under ESOS [Education Service 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.

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. Policy Statement

- a. Institute will make tuition fee protection if it exceeds than \$1500 per learner in prepaid fees,
- b. Institute will not collect more than 50 per cent of the fees from overseas in prepaid. This applies even if 50 per cent of the course fees would be less than the threshold prepaid fee amount of \$ 1500.
- c. Keep initial prepaid fees in a separate account until the student has commenced studies and has been listed as current on both the Student Management Systems and PRISMS
- d. Student refunds under visa refusal will be based on unexpended tuition fees rather than on the total course cost as was previously allowable under the *ESOS Act 2000*
- e. Follow payment guidelines as per the TPS and maintain ACPET membership
- f. Meet all default obligations under the *ESOS Act 2000*
- g. Institute will contribute to the TPS according to the risk presented to students and the sector. Institute is required to pay a TPS levy each year calculated as per three main components and disclose information related to determining the amount of the levy.

6. Procedure to support TPS implementation

6.1 Institute Default

Institute defaults when one of the following occurs:

- a. Institute fails to start the course on the agreed day and location
- b. Institute ceases to provide a course at the location any time after the course commences but before it is completed

In the event of Institute default:

- Within 3 business days of the default occurring, Institute will notify in writing the Secretary and the TPS Director (via PRISM) of the default.
- Institute will discharge its obligations by providing options to students within 14 days after the default date. These obligations are:
 1. Institute offers the affected students a place in an alternative course at Institute's expense and the students accept this offer in writing
 2. Institute provides the students with a refund based on any unspent pre-paid fees received by the institute.

- Within 7 days of discharging its obligations, Institute will report the outcome of the default to the Secretary and TPS Director.

6.2 Student Default

Student default occurs when:

- a. a course starts on the agreed date and at the agreed location, but the student does not commence studies and has not formally withdrawn
- b. the student withdraws from the course either before or after the course start date
- c. Institute refuses to provide the course to the student because of student non-payment of fees, breach of a condition of their student visa or student misbehaviour.

In the event of student default, Institute will:

- a. Within 5 business days of the student default occurring, notify the Secretary and the TPS Director (via PRISMS) of the student default
- b. Within 28 days, finalise the student default obligations as set out in the written agreement entered into with the student at time of enrolment; these obligations include any refund requirements set out in the written agreement, if the student defaults
- c. Within 7 days of the 28-day provider obligation period ending, report the outcome of the student default to the Secretary and TPS Director (via PRISMS).

6.3 Refunds in Other Cases

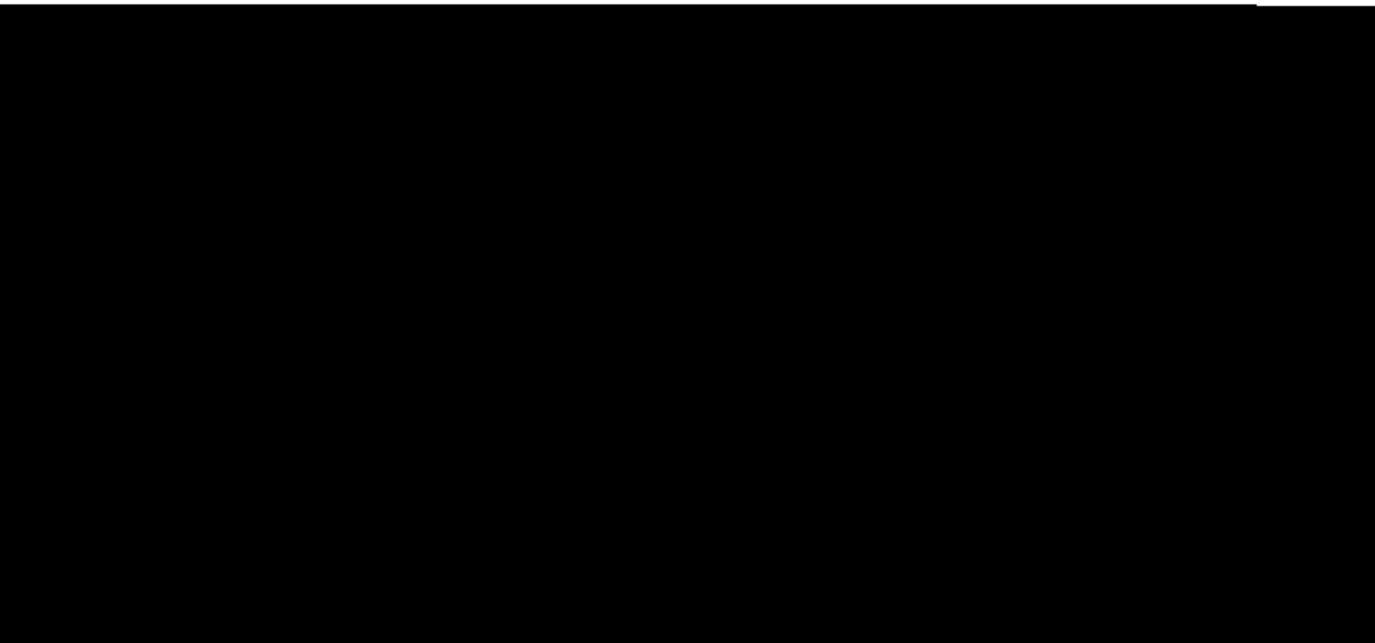
Where Institute has not entered into a written agreement that complies with Section 47B, or where a student has been refused a visa, Institute will pay the student a refund calculated in accordance with Tuition fee payment and Refund policy in accordance with subsection 47E (4) of the Act.

6.4 TPS Student Placement

- a. In the event that Institute defaults, or has failed to discharge, or is unlikely to discharge, its obligations under Section 46D of the *ESOS Act*, the TPS will provide the student with one or more options for alternative courses.
- b. The student may accept an offer in an alternative course. The acceptance must be in writing and must be finalised within 30 days of the provider obligation period, unless the TPS determines that extenuating circumstances apply.

6.5 TPS overview flow chart

The following flowchart provides an overview of options available to students in the event of RGIT default.



6.6 RGIT Obligations Related to Designated Account

RGIT will maintain a designated account as follows:

- the account will be for initial prepaid tuition fees until a student commences studies
- it will be a normal bank account that allows deposits and withdrawals (not necessarily a trust account)
- with an Australian ADI (Authorised Deposit-taking Institute)
- will be a separate account from the day-to-day business operating account
- fees collected before a course has commenced must be paid into the designated pre-paid fee account within 5 business days of RGIT receiving the fees
- ensure at all times that there is a sufficient amount in the account to repay all tuition fees of non-commenced students
- will not use this money for the payment of other debts.

6.7 Written Agreement with Students

RGIT will have written agreements with students that include:

- agreed start date
- default day (5 business days after agreed start date)
- prepaid fee information (as above)
- length of study period
- tuition fees for each study period
- approved unit of study

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- refund requirements in case of student default, that is, a requirement to refund a student in accordance with the written agreement within 4 weeks after receiving the written claim, except in the case of visa refusal.

7. Review History

Revision	Date	Description of modifications
1	August 2012	Original draft
2	January 2013	Overall editing and update
3	July 2013	Review
3.1	July 2013	Review
4	January 2015	Review and changes made as per RTO standards 2015
5.0	April 2018	Header and Footer updates
5.1	May 2018	Review and some minor updates