

SC15-I: Fees and Refunds Policy & Procedure

Domestic and International Students



Contents

Purpose	1
Definitions	1
Policy	2
Procedures	5
1. Student fees.....	5
2. Refunds.....	6
Document Control	7

Purpose

The purpose of this policy and procedure is to outline BCC Institute’s approach to managing fees and refunds and to demonstrate how fees paid in advance are protected by BCC Institute.

This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards, as well as National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 Standards 2 and 3.

Definitions

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

DET means Department of Education and Training

ESOS Act means Education Services for Overseas Students Act 2000

National Code 2007 means National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007

PRISMS means Provider Registration and International Students Management System

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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Standards means the Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework

RTO Default

BCCI will default if:

- Under the Tuition Protection Service (TPS) framework, it is unable to fulfil its obligations to complete a course
- The course stops being provided after it starts and before it is completed
- The course is not provided fully to the student because the RTO has had a sanction imposed.

SC15-I: Fees and Refunds Policy & Procedure

Domestic and International Students



Policy

1. Protection of fees paid in advance

BCC Institute protects the fees that are paid in advance by both domestic and international students.

For domestic students, fee protection is ensured through:

- BCC Institute does not require a student to ever pay more than \$1500 in advance for services not yet provided, either prior to course commencement or at any stage during their course. Fees will be paid off during the course in instalments according to a set payment plan.

For international student fee protection is ensured as follows:

- 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
- BCC Institute does not require international students to pay more than 50% of course fees prior to course commencement. The remaining 50% will be collected no earlier than 2 weeks prior to the commencement of the second study period. Note however, that where a course is less than 24 weeks BCC Institute will require students to pay the full cost of the course prior to course commencement
- BCC Institute pays into the Tuition Protection Scheme (TPS) provided by the Australian Government.

2. Fees and refund information

Prospective and current students are advised of the fees associated with a course on the relevant Course Outline and on the Student Agreement. In compliance with Clause 5.3 of the Standards, this is provided prior to enrolment or commencement of training, whichever is first.

For international students, fee information is always provided prior to enrolment as per the requirements of the National Code 2007 Standard 3. Fee information provided to domestic and international students includes:

- All relevant fee information, including fees that must be paid and payment terms
- Details of the potential for fees to change during the student's course as relevant
- Deposits and refund information and conditions relating to these
- The learners rights as a consumer including any cooling off period.

Refund information is outlined in the Student Agreement and in the Student Handbook.

Fees will only be collected once a signed copy of the signed Student Agreement is received by BCC Institute.

3. Inclusions in course fees

Unless otherwise specified, course fees include all the training and assessment required for students to achieve the qualification or course in which they are enrolling. Course fees will itemise tuition, as well as non-tutions fees.

SC15-I: Fees and Refunds Policy & Procedure

Domestic and International Students



- Course fees include one copy of the required text books and learning materials for each student. Any optional textbooks and materials that may be recommended but not required for a course, are not included in course fees and will be an additional cost should the student wish to purchase such materials. If textbooks are lost and need to be replaced, the student will be required to cover the cost of the replacement materials – the cost is outlined on the Student Agreement where applicable
- Course fees include the issuance of a testamur and record of results and/or statement of attainment. For additional copies or re-issuing of any of these documents an additional fee is applicable. This fee is currently \$75 per request. Additionally, an hourly rate of \$100 will be charged to access long term archives
- Course fees do not include Overseas Student Health Cover or optional extras such as airport pick up and accomodation. These fees are at an additional cost.

4. Late payments

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 will be referred to a debt collection agency where fees are more than 40 days past due. BCC Institute reserves the right to suspend the provision of training and/or other services 14 days after the fees were due 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 be reported to Department of Education via PRISMS under student default.

5. REFUNDS

The Enrolment Application Fee of \$400 paid at the time of application to BCCI is NON-REFUNDABLE.

All course fees outlined on the Course Outline include a deposit. The deposit is non-refundable except in the unlikely situation where BCCI is required to cancel a course due to insufficient numbers or for other unforeseen circumstances in which case students will be refunded 100% of the deposit.

Students who withdraw from a course and wish to seek a refund or have the amount they owe on their fees reduced, must apply to BCCI using the *Withdrawal Form* and *Refund Request Form* outlining the details and reason for their request. Students who have not completed a *Withdrawal Form* are ineligible for consideration.

When the refund is approved, BCCI will:

- Issue a statement detailing how the refund was calculated
- Issue the refund within 14 days of receipt of the *Refund Request Form*.

A. Refund prior to course commencement

Domestic Students

- 100% refund of course fees where BCCI cancels the course prior to commencement

SC15-I: Fees and Refunds Policy & Procedure

Domestic and International Students



- 70% refund of course fees where the student withdraws **28 days or more** prior to the course commencing
- 50% refund of course fees where the student withdraws **11 - 27 days** prior to the course commencing
- 0% refund of course fees where student withdraws **0 - 10 days** prior to course commencement.

BCCI may consider written requests for refunds due to exceptional circumstances, as indicated in Section 6, and may increase the refund amount.

International Students

- 100% refund where student is refused a visa
- 100% refund where BCCI cancels the course prior to commencement
- 70% refund of course fees where the student withdraws **28 days or more** prior to the course commencing
- 50% refund of course fees where the student withdraws **11 - 27 days** prior to the course commencing
- 0% refund of course fees where student withdraws **0 - 10 days** prior to course commencement.

BCCI may consider written requests for refunds due to exceptional circumstances, as indicated in Section 6, and may increase the refund amount.

B. Refund after course commencement

Domestic Students

- 0% refund where the student withdraws after commencement.

BCCI may consider written requests for refunds due to exceptional circumstances, as indicated in Section 6, and may increase the refund amount.

International Students

- A partial refund will be paid in the event of BCCI default. The refund will be calculated from the day of the default as per section 7 of the ESOS Act (Calculation of Refund) Specification 2014. The student will be refunded the weekly tuition fees multiplied by the number of weeks the provider is in default
- If a 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 ESOS Act (Calculation of Refund) Specification 2014. The student will be refunded the weekly tuition fees multiplied by the number of weeks the student is in default.

BCCI may consider written requests for refunds due to exceptional circumstances, as indicated in Section 6, and may increase the refund amount.

C. Other circumstances where no refund (0%) will be provided

Domestic Students

- If the enrolment is terminated because of a failure to comply with BCCI's policies
- If a student has supplied incorrect, false or misleading information.

SC15-I: Fees and Refunds Policy & Procedure

Domestic and International Students



International Students

- If a student is refused a visa and the reason for the refusal is:
 - Did not start the course at the location on the agreed starting day or
 - Withdraws from the course at that location or
 - Did not pay the course fees due
- BCCI terminates a student’s enrolment because of a failure to comply with BCCI’s policies, unsatisfactory academic progress or attendance
- If a student is in breach of their student visa conditions
- If a student has supplied incorrect, false or misleading information.

6. Exceptional circumstances

BCCI may consider written requests for refunds due to exceptional circumstances and may increase the refund amount beyond the levels provided in part 5A, 5B and 5C.

Acceptance of money appropriately refunded within the amounts detailed in part 5A,5B and 5C does not preclude an application for exceptional circumstances and students must first apply for refunds of amounts as detailed previously unless a refund of 0% is applicable.

Applications for refunds beyond the levels detailed in part 5A,5B and 5C will be deemed to be denied if the student does not appeal within 30 days.

Applications for refunds beyond levels detailed in part 5A,5B and 5C must provide details and appropriate verifiable evidence of the circumstances which support the reasons for withdrawal namely:

- Are beyond the student’s control; and
- Do not make their full impact on the student until on or after the course commencement; and
- Make it impracticable for the student to complete the requirements for the course during the period during which the student undertook or was to undertake the course.

After the exceptional circumstances have been confirmed, BCCI 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, which can be waived at the discretion of BCCI.

7. Outcomes of refund decisions

BCC Institute will provide the outcome of the refund assessment in writing to the student’s registered address, outlining the decision and reasons for the decision along with any applicable refund or adjustment notice.

Students will be advised that they may appeal the refund assessment following BCCI Complaints and Appeals Policy and Procedure.

Procedures

1. Student fees

Procedure	Responsibility
A. Deposit invoices <ul style="list-style-type: none"> • All students should pay their deposit/enrolment fee upon enrolment, preferably prior to course commencement. Raise an invoice for the 	Administration and Enrolment Officer and Finance Manager

SC15-I: Fees and Refunds Policy & Procedure

Domestic and International Students



Procedure	Responsibility
<p>amount in line with the payment schedule for the relevant course.</p> <ul style="list-style-type: none"> Students have 14 days to pay an invoice. Keep a copy of the invoice on the student's file. 	
<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. Students have 14 days to pay an invoice. Keep a copy of the invoice on the student's file. 	Administration and Enrolment Officer and Finance Manager
<p>C. Receiving payments</p> <ul style="list-style-type: none"> Payments may be made by EFTPOS, cash, direct bank transfer, credit card or direct debit. Record payments against the relevant invoice on Vettrak. Provide the student with a receipt. 	Administration and Enrolment Officer and Finance Manager
<p>D. Managing overdue fees</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 Training 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 Training Manager to consider withdrawal. 	Finance Manager

2. Refunds

Procedure	Responsibility
<p>E. Processing refunds – provider default</p> <ul style="list-style-type: none"> Automatically issue a refund within 14 days to students who have enrolled and paid their deposit/enrolment fee 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 refund. 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 approves refund assessment. 	Administration and Enrolment Officer and Finance Manager

SC15-I: Fees and Refunds Policy & Procedure

Domestic and International Students



Procedure	Responsibility
<ul style="list-style-type: none"> 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>F. Processing refunds – student default (international students) or domestic students circumstances C – E.</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 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. 	Administration and Enrolment Officer and Finance Manager

Document Control

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