

## **FEES, CHARGES, AND REFUND POLICY AND PROCEDURE FOR INTERNATIONAL STUDENTS**

### **A. PURPOSE**

The VET Quality Framework and Conditions of Registration, ESOS Act 2000 (amended) and National Code 2018 require that RTOs protect fees paid in advance and have a fair and reasonable refund policy.

Job Training Institute Pty Ltd (JTI) is committed to providing a fair and transparent policy and procedure when dealing with students and prospective students in regard fees charged, protection of fees and refunds where warranted.

### **B. SCOPE**

This applies to all **international students** enrolled at JTI.

#### **a. C. Definitions**

**Acknowledgement of policy** means that the student or prospective student has been provided a copy of the fees, charges and refund policy and acknowledges and agrees to the terms and conditions of the fees, charges and refund policy on signing the student acceptance agreement.

**Amendments to policy** means that JTI reserves the right to amend this policy at any time, the amendments will be for continuous improvement of JTI operations.

**CEO approval** means that the CEO is the only person authorised to approve transfers out of the pre-paid tuition fees account (unless delegated).

**Confirmed place** is contingent upon the student completing student enrolment application, supplying requested documentation (must be certified copies of originals), acknowledging acceptance of offer, completion of and signing the student acceptance agreement for final approval and paying initial fees & subsequent fees as detailed in the student acceptance agreement and letter of offer.

**Course** means a course of education or training, as detailed in the Letter of Offer

**Designated initial pre-paid fees account**, this is the approved deposit taking Institute account (Pre-paid ADI account) that JTI deposit all pre-paid tuition fees, and this is a holding account

**Default of Provider** means that JTI has defaulted in relation to an overseas student or intending overseas student and a course at a location if either of the following has occurred:

- i. JTI fails to start to provide the course to the student at the location on the agreed starting day;
- ii. The course ceases to be provided to the student at the location at any time after it starts but before it is completed; and the student has not withdrawn before the default day.

(Refer to provider default Section 46A) The exception to the rule is detailed in ESOS Act Section 47A (1) (c)

**Default of Student** means that the overseas student or intending overseas student has defaulted in relation to a course at a location if:

- a) The course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- b) The student withdraws from the course at the location (either before or after the agreed starting day); or
- c) The student decides to transfer to another provider during the course/courses duration including after six months of principal course; or
- d) JTI refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
  - i. The student failed to pay an amount he or she was liable to pay JTI, directly or indirectly, in order to undertake the course;
  - ii. The student breached a condition of his or her student visa;
  - iii. Misbehaviour by the student.

(Refer student default Section 47A) For an exception to paragraph (a), see ESOS Act Section 47A (2) For an exception to subparagraph (c)(iii), see ESOS Act Section 47A (3).

A student also defaults if they have been refused a student visa; and the refusal was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the course at the location:

- a. The student's failure to start the course at the location on the agreed starting day;
- b. The students' withdrawal from the course at that location;
- c. The students' failure to pay an amount he or she was liable to pay JTI, directly or indirectly, to undertake the course at that location. (refer ESOS Act Section 47D (5))

Default notification inclusions means the notification will include the following details:

- ✓ The circumstances of the default;
- ✓ The details of the student(s) in relation to whom JTI has defaulted;

✓ Advice as to:

- Whether JTI intends to discharge its obligations to those students under section 46D; and
- if appropriate) how JTI intends to discharge those obligations.

JTI must also notify, in writing, the secretary and TPS director of the default and the students in relation to whom JTI has defaulted.

This section continues to apply to a provider if the provider ceases to be a registered provider. (refer to Section 46B)

**DHA** -Department of Home Affairs

**DOE** -Department of Education

**Discharge of obligations outcome notifications** means that the defaulting provider will notify the Secretary and the TPS Director (via PRISMS) within 7 days after the end of the provider obligation period (refer Section 46F). The notice must include the following:

- a. Whether JTI discharged its obligations to the students in accordance with section 46D;
  - b. if JTI arranged alternative courses:
  - c. Details of the students the provider arranged alternative courses for; and
  - d. Details of the courses arranged; and
  - e. Evidence of each student's acceptance of an offer of a place in an alternative course;
  - f. If JTI provided refunds:
- ✓ Details of the students JTI provided refunds to; and
- ✓ Details of the amounts of the refunds provided.

This section continues to apply to a provider if the provider ceases to be a registered provider.

**eCoE** means the electronic Confirmation of Enrolment. This is the only accepted evidence of enrolment for processing Australian student visa applications. The CoE is needed to apply for a student visa.

**Enrolment fee** means the fee that covers the cost of processing the application of prospective students – this fee is paid in advance of commencement of course and is not refundable.

**Funds release** means that funds will be removed from the pre-paid tuition fees account after the student has commenced course, or a refund is requested and approved, or by law.

**Letter of Offer** means the document offering a place at JTI and sets all the fees applicable to stated course.

**No Refund** means that the circumstances warrant that no refund will be paid to the student.

**Notification of provider default** means that JTI must give notices in accordance with this section if JTI defaults in relation to one or more overseas students or intending overseas students and a

course at a location. JTI must notify, in writing, the Secretary and the TPS Director (via PRISMS) of the default within 3 business days of the default occurring. (Refer to Section 46 of the Act)

**Notification of student default** means that JTI must notify in writing, the Secretary and the TPS Director (via PRISMS) of the default within 5 business days of default occurring. (refer to Section 47 of the Act). This section continues to apply to a provider if the provider ceases to be a registered provider.

**Obligations on registered providers'** means where JTI has defaulted in relation to an overseas student or intending overseas student and a course at a location. JTI must discharge its obligations to the student, in accordance with Section 46D subsection (3), within the period (the provider obligation period) of 14 days after the default day.

JTI discharges its obligations to the student if:

(a) Both of the following apply:

(i) JTI arranges for the student to be offered a place in a course in accordance with subsection (4) (at the providers' expense;

(ii) The student accepts the offer in writing; or

(b) JTI provides a refund in accordance with subsection (6) (unspent pre-paid fees).

**OSHC** means Overseas Student Health Cover

**OSTF** means Overseas Students Tuition Fund.

**Other fees** mean any additional fees excluding Enrolment fee, Tuition fees. All fees will be detailed fully in the Letter of Offer.

**Pre-paid fees** mean tuition fees received by JTI in respect of an overseas student or intending overseas student, in relation to a study period for a course to be provided by JTI, before the student begins the study period.

**Recognition of Prior Learning** means the acknowledgement of skills and knowledge obtained through learning achieved outside the formal education and training system, and the process of

mapping prior knowledge and experience against the unit of competency in which student wishes to enrol.

**Refund** means the refund payable to the student, which may be a part or full refund depending on the circumstances.

**Study period** means the study period for the course set out in our written agreement. The written agreement will also detail the holiday period, which is not included in the study period.

**Sufficient funds** mean that always JTI will ensure there are sufficient funds in the Pre-paid ADI account to repay all tuition fees of non-commenced students.

**Tuition fees** means fees directly related to provision of a course. Tuition fees do not apply to OSHC or other similar costs not directly related to the provision of the course. (Refer definitions in ESOS Act 2000) Note: The initial pre-paid fees account will not be used to pay other debts.

**Tuition Protection Service (TPS)** is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. In the case of provider or student default, and in the unlikely event that JTI is unable to discharge its obligations to those students affected by the end of the provider obligation period, the Secretary and TPS Director will be contacted in writing. The TPS Director must provide the student with options for suitable alternative courses (if any such courses are available) or provide a refund for unexpended tuition

fees – the TPS director will use a legislative instrument to calculate the unspent portion of pre-paid fees.

**Unexpended tuition fees** where JTI has defaulted, means the tuition fees for a study period that has been paid for but not delivered by JTI.

**Written agreement** means that JTI must enter into a written agreement with each overseas student or intending overseas student that:

- ✓ Sets out the refund requirements that apply if the student defaults in relation to a course at a location; and
- ✓ Meets the requirements (if any) set out in the national code. (refer Section 47B).

### **Terms and Conditions**

1. In the event of a Provider Default, JTI will offer the student a choice of either a full refund for the difference between the pre-paid tuition fees and the course units delivered and assessed, or an alternative course in which the entry requirements are met by the student
2. The student choice will be documented, and an acknowledgement of decision signed and dated by student and International Student Coordinator (ISC).
3. Should the student select option to transfer to alternative course, there will be no refund for the prior enrolled course, nor additional tuition fees for alternative course.
4. Should JTI not be able to meet its obligations to an affected student via offering an alternative course, or, is unable to provide a refund, then the TPS Director will provide the

student with options for suitable alternative courses (if any such courses are available) or provide a refund for unexpended tuition fees

## 5. What is Student Default?

An overseas student has defaulted in relation to a course at a location if:

- a. The course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- b. The student withdraws from the course at the location (either before or after the agreed starting day); or
- c. JTI refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
  - i. The student failed to pay an amount he or she was liable to pay JTI, directly or indirectly, to undertake the course;
  - ii. The student breached a condition of his or her student visa;
  - iii. Misbehaviour by the student.

(Refer student default ESOS Act Section 47A)

Note: JTI will provide the student natural justice before refusing to provide, or continue providing, the course to the student at the location. (Refer student default ESOS Act Section 47A (3))

JTI will provide a refund of the amount (if any) required by the student acceptance agreement entered with the students under section 47B. (Refer student default ESOS Act Section 47D (2))

Note: a student does not default for failing to start a course on the agreed starting day if he/she does not start that course because the provider defaults in relation to the course at the location under subparagraph 46A(1)(a)(i).

Students are also deemed as defaulted in the case of visa refusal, this is not part of the written agreement and therefore cannot be covered by section 47D of the ESOS Act, the section of the ESOS Act in this regard is section 47E.

In the case where a student has been refused a student visa; and the refusal was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the course at the location:

- i. The student's failure to start the course at the location on the agreed starting day;
- ii. The students' withdrawal from the course at that location;
- iii. The students' failure to pay an amount he or she was liable to pay JTI, directly or indirectly, to undertake the course at that location. (refer ESOS Act Section 47D (5))

The format to be used to work out the amount of unspent pre-paid fees in this case is in accordance with the legislative instrument under subsection 47E (4).

6. The student or prospective student must be provided a copy of the fees, charges and refund policy and acknowledges and agrees to the terms and conditions of the fees, charges and refund policy on signing the student acceptance agreement.
7. JTI reserves the right to amend this policy at any time; the amendments will be for continuous improvement of JTI operations and will not affect the student in any way, shape or form.
8. Requests for refund must be made in writing using the applicable form - *the Request for Refund form*.
9. The application for refund will be reviewed by the General Manager or as delegated and if warranted will be authorised for payment.
10. JTI will notify the Secretary via PRISMS of any students that complete their course early, transfer to another provider, defer or are suspended or have their enrolment cancelled or change the expected completion date of study.
11. All sections of the refund application form must be completed by the student and signed and dated, associated documentation may be required to facilitate approval for refund.
12. The signature of student will be matched to student's signature on file and if different, the refund will not be processed. Should the form and associated documentation be incomplete this may delay the processing of claim for refund.
13. Once the completed refund claim form is received, it will be assessed and the refunds due to the student will be paid within 4 weeks of receiving completed written application on the appropriate form with associated documentation.
14. The refund will be paid directly to the student.

#### **15. Payment of Enrolment Fees**

The payment of an enrolment fee to secure a place in the course is required only once a letter of offer has been supplied. An initial non-refundable Enrolment Fee of \$300 applies to all courses. This fee is payable in advance before course commences and is non-refundable.

#### **16. Replacement Testamurs**

Students that request the issuance of a replacement qualification testamur will be charged \$100 for a copy of the testamur.



## **17. Recognition of Prior Learning (RPL)**

The cost of RPL is the same as student would pay for attending class in the unit of RPL application; there are no refunds on tuition fees paid for RPL units.

## **18. Process for Payment of Fees**

The signed letter of offer acknowledgement and signed student acceptance agreement with associated documentation must be submitted to JTI with the payment of enrolment fee and payment of not more than 50% of total tuition fees for the enrolled course (as per the fees schedule in the student acceptance agreement) and any other required fees (but students have the option to pay more if they wish). If the course has only one (1) study period, payment of the full amount is required. Students are not required to pay balance of tuition fees earlier than 2 weeks before the start of the second study period.

19. An eCoE will be provided once the following happens:

- ✓ The student acceptance agreement has been completed in full and signed dated by student,
- ✓ Enrolment application has been completed in full and signed and dated by student,
- ✓ Enrolment fee has been paid, initial tuition fee (no more than 50% of total tuition fees, but students have the option to pay more if they wish) has been paid, and
- ✓ Payment of all other applicable fees such as OSHC, and if requested, organising accommodation, airport pick up with associated fee.

Note: Students must have OSHC prior to arrival in Australia.

20. JTI does not request nor accept tuition fees paid in excess of 50% of the students' total tuition fees for a course prior to commencement (but students have the option to pay more if they wish)

21. If a course is only one study period of 24 weeks or less duration, the tuition fees will be charged in full. For example, a CRICOS registered course of 26 weeks with 4 weeks of

holidays will clearly detail on the written agreement that the study period is 22 weeks with 4 weeks holiday that are not included in the study period.

22. Student pre-paid tuition fees will be deposited into JTI Pre-paid ADI account within 5 business days of receiving them.
23. Students are not required to pay balance of tuition fees earlier than 2 weeks before the start of each study period.
24. If a student voluntarily pays further tuition fees after commencement but earlier than two weeks before the start of the second study period, JTI is not required to return the fees in this instance.
25. JTI does not accept pre-paid tuition fees from any prospective student until a Student Acceptance Agreement has been signed.
26. Student pre-paid tuition fees must be received before student commences the course.
27. Invoices to students will clearly detail the due dates for payment of tuition fees.
28. In line with JTI values on equity and access, students may approach JTI if they have circumstances that warrant an alternative payment structure being agreed. A payment plan may be warranted with several progress payments.
29. All refunds are to be approved by the General Manager/CEO
30. JTI has the right to review its tuition fees and other charges. Fees review will apply to future study periods for current students

### **Financial Standards**

- ✓ JTI has measures in place to ensure that students receive a refund of fees for services not provided. This includes services not provided because of the financial failure of JTI.
- ✓ JTI has adopted a refund policy that is fair and equitable both to the student and JTI.
- ✓ JTI will ensure that the contractual and financial relationship between the student and JTI is full and properly documented, and that copies of the documentation are made available to the student. Documentation will include: the rights and responsibilities of the student, cost

of training, payment arrangements, refund conditions and any matters that place obligations on the student.

### **Tuition Fees**

An initial tuition fee must be paid in advance of course commencement date. JTI marketing materials (website, brochures) clearly details information on fees and refunds.

JTI provide the following fee information to each client:

- a. The total amount of all fees including enrolment fees, tuition fees, and any other charges
- b. Payment terms, including the timing and amount of fees to be paid and any non-refundable enrolment fee
- c. The nature of support given by to students to enable them to complete the training and/or assessment once they have commenced study in their chosen course
- d. The fees and charges for additional services, including such items as issuance of a replacement qualification testamur and the options available to students who are deemed not yet competent on completion of training and assessment, and
- e. JTI's refund policy.

### **Refund of Fees**

#### **Full Refund**

Tuition fees will be refunded or reallocated under the following circumstances:

1. The student visa is refused and so the refund applicable in this case will be the amount of unspent pre-paid fees JTI has received for the course in respect to the student less the following amount:

The lesser of:

- a) 5% of the total amount of pre-paid fees that JTI received in respect of the student for the course before the default day; or
  - b) The sum of \$500 (refer to subsection 47E(2) of the Act and the ESOS Act (calculation of unspent pre-paid fees – other cases) determination 2012(No.1)) (4)
2. A sanction has been imposed on JTI (refer ESOS Act 2000 – Part 6 Enforcement)
  3. JTI fails to start to provide the course to the student at the location on the agreed starting day and the student has not withdrawn before the default day

4. JTI fails to continue to deliver the course to the student at the location at any time after it starts but before it is completed, and the student has not withdrawn before the default day. The refund in this instance applies to the difference between fees paid and course units delivered and assessed. For example, the course is the Diploma of Business and there are 8 units in the course at a full fee of \$8000, the student has just completed the second study period and has made two payments including the pre-paid tuition fee of \$4000 and the balance payment of \$4000. The student has completed and been assessed in the first four units. JTI defaults and is not able to deliver the remaining units. The outcome will be that JTI will offer the student a refund of \$4000 (this is for tuition fees for units not completed) or placement in another course as an alternative to a refund. The student must then make a decision on either option, if the student selects the other course then JTI is not liable to refund the tuition fees for original enrolment, the student will sign a transfer of enrolment agreement and a new eCoE will be issued. However, should the student request refund, they will need to complete the Request for Refund (form CF007) and submit to International Student Coordinator. The refund will be paid within 4 weeks of receiving written claim from student.
5. JTI has withdrawn its offer to applicant where it was found that false or misleading or incorrect or incomplete information has been provided on application (this is prior to course commencement)
6. JTI has cancelled student enrolment due to student breaching the course progress requirements. Refund will be provided for tuition fees paid for study periods not commenced.
7. There is a death of a close family member of the student. To be considered, the death must be a parent, a grandparent, a sibling, a spouse or their child and the student must not have commenced the course. (Documentation is required to validate claim)
8. Prior to course commencement, there is a major political upheaval or natural disaster in home country (this request for refund will be reviewed and considered by the CEO, it is the CEO's discretion whether to approve this request. (Documentation is required to validate claim))

### **Part Refund**

1. After course commencement, there is a death of a close family member of the student. To be considered, the death must be a parent, a grandparent, a sibling, a spouse or their child. The fee that has been paid for study periods not commenced will be refunded less a 20% administrative fee and any agent fees paid by JTI. (Documentation is required to validate claim)
2. After course commencement, the student has become ill or has received a serious injury to the effect that the illness or injury will prevent them continuing the enrolled course. The fee that has

been paid for study periods not commenced will be refunded less a 20% administrative fee and any agent fees paid by JTI. (Documentation is required to validate claim).

3. After course commencement, there is a major political upheaval or natural disaster in the students' home country which is requiring their emergency travel back to home country, this may have impact on their studies (this request for refund will be reviewed and considered by the CEO, it

is the CEOs discretion whether to approve this request. (Documentation is required to validate claim)

4. Enrolment is cancelled due to student failing to pay tuition fees. The fee that has been paid for study periods not commenced will be refunded less a 20% administrative fee and any agent fees paid by JTI.

5. If the student provides more than 50 days written notice of intention to withdraw prior to commencement of course date, a refund will be provided of tuition fees paid less a 30% administrative fee and any agent fees paid by JTI.

6. If the student provides less than 50 days written notice of intention to withdraw prior to commencement of course date, a refund will be provided of tuition fees paid less a 70% administrative fee and any agent fees paid by JTI.

### **No Refund**

1. Once a student has commenced the course if they choose to defer or withdraw enrolment there is no refund for tuition fees paid.
2. If a student applies for RPL and the application is unsuccessful, there will be no refund.
3. Once a student has commenced the course if the student is granted a different visa (bridging, temporary or permanent residency) the tuition fees paid for that study period and previous are not refundable.
4. Should the student fail to comply with terms and conditions of enrolment and the enrolment is cancelled by JTI, there will be no refund on tuition fees.
5. The student has not met the minimum requirements to commence a subsequent course.
6. If the student provides less than 30 days written notice of intention to withdraw prior to commencement of course date.

### **How to apply for refund**

Requests for refund must be made in writing using the applicable form - **the Request for Refund (form CF007)**.

- a. These forms are available from the ISC or
- b. The refund application form may be requested via email to International Student Coordinator-international@jti.edu.au or Pick up from reception.
- c. The application for refund will be reviewed by the Accounts Manager or as delegated and if warranted will be authorised for payment.

- d. The completed form must be submitted to the ISC or via email (as above)
- e. This policy and the availability of JTI complaints and appeals processes do not remove the students' rights to act under the Australian consumer protection laws.

**Note:** Refunds due to the student will be paid within 4 weeks of receiving written application on the appropriate form (refund application form) available from ISC. The form must be completed in full, signed and dated by student and returned to ISC. Refunds are only paid in Australian dollars.

- f. Requests for refunds from OSHC must be made to company concerned.
- g. Refunds will be paid directly to student. Supporting documentation must be provided to validate claim for refund request.

### **Fees Protection**

JTI warrants that it maintains pre-paid student fees in an approved deposit taking Institute account (Pre-paid ADI account), this is a holding account separate from our operational account. Once the student has commenced study in their chosen qualification or course the Pre-paid fees are then transferred from the Pre-paid ADI account to the operational account.

### **Associated documents:**

Request for Refund (form CF007)