

## Fee Charges and Refunds Policy and Procedure

### Purpose

The purpose of this policy and procedure is to ensure that Phoenix College of Australia (PCA) operates a fair and equitable process for the management of both the collection of fees and the repayment of fees. This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards, as well as the ESOS Act and the National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 2 and 3.

### Scope

It applies to all international students and staff.

### Process for claiming a refund

- Refund application requests must be made in writing on the *Refund Request Form*, the refund request form may be downloaded from the PCA's website.
- A completed form must be submitted to the Administration via email or in person at reception.
- The Application/enrolment fee of AUD250.00 is not refundable. The course fees will be refunded as per the table later in this policy document.
- The Accounts Department will process and approve the refund amount (if applicable) based on the circumstances listed below.
- A refund will be made directly to the bank account stated in the *Refund Request Form* and the student will be informed about the same via an email. All refunds will be made in Australian Dollars.
- Student can nominate a person in whose account the refund can be made. In case of the death of the student, a refund can be claimed by parents of the student.
- If the student is not eligible for any refund, based on the circumstances as stated below, the student shall be informed of the same via an email/letter.
- For any other circumstances which have not been listed below in the table, the management of PCA will determine the appropriate amount of the refund. In most of cases, the students will be refunded after deducting the application fee.
- Any refund given will be recorded in the *PCA Student Information System* so that each student's financial status is known.
- The students have the right to lodge an appeal with the college if they are not satisfied with the decision /outcome of the refund request.
- PCA cannot guarantee that students will successfully complete the course(s) in which they enrol regardless of whether all fees due have been paid.

### Definitions:

**Electronic Confirmation of Enrolment (eCoE):** An official document printed via the PRISMS system on behalf of the Australian government confirming the enrolment of the student in the course. This document is required for a student to apply for a Student Visa.

**Course Commencement Date:** Refers to the start date indicated on the first eCoE issued by the College. This does not refer to the deferred or subsequent eCoE.

**Course Money:** The money received by the college for providing the course to the students which includes: tuition fees, any amount received that must be paid to a registered health provider on behalf of the student, airport pick-up, accommodation booking and board, and any other amount paid by the student to the College to undertake the course.

**Direct International Student:** People who are enrolled with the College and include both prospective and currently enrolled students who are overseas students as defined in the National Code of Practice for Providers of Education and Training to Overseas Students and hold a student visa.

**Application Fee (Non-academic):** The application fee payable when an application is made to PCA for an enrolment to a course or qualification. This fee is non-refundable fee covering the administration cost of PCA. The Application fee is subject to change.

**Onshore Students:** Students who are applying for student visa within Australia.

**Offshore Students:** Students who are applying for student visa outside Australia.

**Local International Students:** A person granted an initial visa to attend another Australian education college and wants to extend that visa by enrolling at the College.

**Tuition Fees (Academic):** The amount paid to enable the student to undertake the course as indicated in the *OFFER LETTER AND ENROLMENT ACCEPTANCE* under course fees.

**Incidental Fees (Non-academic):** All other fees that is not included in the Tuition Fees or Application Fee. E.g. Materials Fees, Airport Pickup etc.

**Deposit Fees (Academic):** Fees paid in advance prior to commencement of the course or a study period.

**TPS:** Tuition Protection Scheme (enacted on 20th March 2012 as part of the Government's second phase response to the Baird Review) replacing Tuition Assurance Scheme and ESOS Assurance Fund.

**Re-assessment fee:** Learners who are assessed as 'Not Yet Competent' are to be provided with detailed verbal and written feedback. Additional training and learning support to be provided in order to assist them identify the gaps in their knowledge and skills. This will prepare them for additional assessment. Learner's requiring additional learning support are to be brought to the attention of THE COLLEGE management so the progress of the learner can be monitored closely and additional support services can be applied if required. Where learners repeatedly do not demonstrate competence following significant learning and assessment support, a learner's enrolment can be determined through mutual agreement.

One re-submission is allowable per unit per student free of cost. Additional re-submissions will be charged at \$200.

**Provider default:** In the unlikely event that the college is unable to deliver the course in full, the student will be offered a refund of all the unused tuition fees paid to date. The refund will be paid within 14 working days of the day on which the course ceased being provided.

Alternatively, the student may be offered enrolment in a suitable alternative course by the college at no extra cost to student. Students have the right to choose whether they prefer a full refund of course fees, or to accept a place in another course. If the student chooses placement in another suitable course, college will ask the student to sign a document to indicate the acceptance of the placement. If the college is unable to provide a refund or place student in an alternative course, college's Tuition Protection Service (TPS) is provided.

**Student default:** Means that:

- 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
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
  - the student failed to pay an amount payable to the provider for the course;
  - the student breached a condition of his/her student visa;
  - misbehaviour by the student.

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 of provider default.

### Fees and refund information

The fee information is always provided prior to enrolment or receipt of payment as per the requirements of the National Code 2018 Standard 2 and 3. The *Offer Letter and Enrolment Acceptance* and the *International Student Handbook* which are provided prior to enrolment, includes this *Fee Charges and Refunds Policy and Procedure* and informs the students of their consumer rights. Students are required to sign the *Offer Letter and Enrolment Acceptance* in acknowledgement of the terms and conditions of the enrolment and this policy.

### Course fee inclusions

The *Offer Letter and Enrolment Acceptance* will clearly itemise all course fees, including both tuition and non-tuition fees.

Tuition fees include:

- All of the training/teaching and assessment required for students to achieve the qualification or course in which they are enrolling within the attempts allowed.
- Issuance of one set of certification documents including the testamur (certificate) and record of results. A Statement of Attainment (in the case of withdrawal or partial completion).

Non-Tuition fees on the *Offer Letter and Enrolment Acceptance*. See charges below for additional non-tuition fees:

<b>Airport Pickup</b>	\$180
<b>Accommodation Booking Assistance</b>	\$180
<b>RPL (1st consultation is free)</b>	\$200 per unit
<b>Credit Transfer</b>	Nil
<b>Other Fees</b>	
Re-assessment Fees (One re-submission is allowable per unit per student free of cost. Additional re-submissions will be charged)	\$200
Re-issuance of student ID	\$20
Re-issuance of Testamur (Certificate or Statement of Attainment)	\$25
Late payment of tuition fees	\$50 per month
Deferral of Study	Nil
Dishonour fee (If payments are via direct debit and a payment has been dishonoured)	\$10

### **Tuition Protection Scheme**

- Phoenix College of Australia is a member of the Australian Government endorsed Tuition Protection Service (TPS).
- Phoenix College of Australia will maintain membership of the Tuition Protection Service during its period of registration as a provider.
- Phoenix College of Australia will pay all subscriptions to the TPS in accordance with TPS requirements.
- If due to unforeseen circumstances Phoenix College of Australia is unable to complete the delivery of a course once commenced, and subsequently refund the student tuition fees unused and/ or offer them an acceptable place in another course at Phoenix College of Australia, the Tuition Protection Service will attempt to secure a place for the student in a suitable course at another College.
- PCA will not charge more than 50% of tuition fees prior to enrolment
- If the student pays more than 50% of tuition fees, the student will need to sign the form "Declaration by the student when they choose to pay more than 50% of tuition fees".
- PCA will be maintaining a specific bank account for the collection of student fees paid in advanced of training and assessment.

### **Payments**

- Payments can be accepted by electronic transfer, credit card, or direct debit.
- Credit card payments may incur a surcharge of 2% per transaction.
- 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.
- PCA reserves the right to suspend the provision of training and/or other services 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 as agreed, will receive two warnings regarding non-payment of fees and thereafter will be reported to DET via PRISMS under student default.

### **Recording and payment of refunds**

- Refunds will be paid to the person or organisation that made the original payment and the account details must be mentioned in the *Refund Request Form*.
- Refund assessments can be appealed following our *Complaints and Appeals Policy and Procedure*.
- Records of refund assessments and issuance of refunds will be stored securely on the student's file and in our accounts keeping system.

### **Publication**

PCA will publish this *Fee Charges and Refunds Policy and Procedure*.

### **Procedure**

#### **Student Fees**

- All international students should pay their initial deposit/application fee upon enrolment.
- PCA will ensure that there is a signed written *Offer Letter and Enrolment Acceptance* on file.
- Student will get the receipt for the payment.
- PCA will make a payment schedule for the remaining course fees, which will be reflecting in the *Offer Letter and Enrolment Acceptance*.
- PCA will ensure all payment terms, conditions and amounts are as indicated on the agreement unless a record of an agreed or advised change is in writing and the conditions of such a change were outlined on the agreement.

- Student is required to abide with the dates on payment schedule. It will be considered as student default if the student does not pay on the agreed date/or the date on the payment schedule.
- Payments may be made by cash, direct bank transfer, credit card or direct debit or online by using PCA website portal.
- Fees for international students may not be collected until the *Offer Letter and Enrolment Acceptance* has been signed.
- PCA will provide the student with a receipt and will be retained in student file.
- Receipts of payments made by international students will be kept for at least 2 years after the person ceases to be an accepted student.

### **Overdue Fees**

- PCA will contact students where payments are more than 10 days overdue.
- PCA will send out first warning letter regarding non-payment of fees when payment are more than 10 days overdue.
- Second warning letter regarding non-payment of fees will be sent out by PCA when payment are more than 20 days overdue.
- PCA will send notification of intention to cancel regarding non-payment of fees when payment are more than 30 days overdue. Please refer to PCA's *Deferment, Suspension and Cancellation of Enrolment Policy and Procedure* for cancellation in case of non-payment of fees.
- Any student with an outstanding amount for more than 40 days past may be referred to the debt collection agency.

### **Refunds**

- PCA will automatically issue a refund within 14 days to students who have enrolled and paid their deposit/enrolment fee and the course is cancelled from the scope of registration, prior to commencement.
- PCA will also automatically issue a refund to students within 14 days where the course has commenced but is cancelled from the scope of registration.
- PCA will notify students to whom refunds are automatically issued in writing, will issue refund and will record on file.
- All other students who seek a refund are required to complete a *Refund Request Form*.
- The completed form is then handed over to the Student Support officer (SSO).
- The SSO advises the applicant that the turnaround time is a maximum of 14 working days.
- The application is forwarded to the CEO / Compliance Officer / Authorised delegate for assessment against the eligibility of the refund.
- If the applicant is eligible for a refund, calculation of refund is made, and a cheque or bank transfer into nominated account is processed for the amount to be refunded.
- In both cases (eligible or not), the applicant is sent an outcome letter and is kept in the student file as well.
- If the applicant is not onshore, then the amount would be refunded to either the student nominated person (on consent of the applicant) and a record of the same is kept.

### **Tuition Protection Service steps in case of defaults**

#### **A. Provider Default**

The following steps outline the TPS process if a provider default occurs:

#### **Step 1 - Provider default occurs**

A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- 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.

**Note:** Section 46A of ESOS Act sets out further rules prescribing when a provider defaults.

### **Step 2 - Notifying the Secretary, the TPS Director and students**

- PCA will notify the Secretary and the TPS Director of the default within 3 business days of the default occurring. PCA will also notify students in relation to whom PCA would default.
- The notices must be in writing and meet the requirements of section 46B of ESOS Act.

### **Step 3 - Provider obligation period**

- PCA will have 14 days after the day of the default (the provider obligation period) to satisfy the tuition protection obligations to the student.

### **Step 4 - Notification of the outcome- discharge of obligations**

- PCA will have 7 days after the end of the obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of the obligations.
- If PCA will not be able to the obligations affected students may be assisted by the TPS Director.

## ***B. Student Default***

The following Steps outline the TPS process in a case of a student default:

PCA enters into a written agreement with each overseas student or intending overseas student that:

- sets out the refund requirements that apply if the student defaults; and
- meets any requirements set out in the national code.

### **Step 1 -Student default occurs**

An overseas student or intending overseas student defaults, in relation to a course at a location, if:

- 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
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
  - the student failed to pay an amount payable to the provider for the course;
  - the student breached a condition of his/her student visa;
  - misbehaviour by the student.

### **Step 2 - Notifying the Secretary and the TPS Director**

To meet Tuition Protection Service (TPS) reporting obligations, PCA only needs to report on whether college has provided a refund to a student in two cases of student default:

- where a student's visa is refused, even if there is a compliant written agreement in place
- where there is no compliant written agreement in place.

### Step 3 - Provider obligation period

- If a student or intending student defaults, PCA will provide a refund in accordance with the requirements under sections of the ESOS Act, depending on which section applies to the circumstances of the default situation.
- PCA will pay the refund within the period (the provider obligation period) of 4 weeks after the day specified in sections, depending on which section applies to the circumstances of the default situation.

### Step 4 - Notification of the outcome - discharge of obligations

- PCA will have 7 days after the end of the obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of the obligations where PCA is required to provide a refund under (i.e. where there is no written agreement in place and also in cases of visa refusal, whether there is a written agreement in place or not).

The various fee refund conditions and refunds applicable are highlighted below.

Description	Refund status
A course application is rejected by PCA	<b>Full refund</b> (this excludes an Application fee of \$250)
If an offer of a place is withdrawn by PCA and this is not due to incorrect or incomplete information being provided by the student.	<b>Full refund</b> of course fees (this excludes the Application fee which is non-refundable).
Airport Pick-up (if applicable)	<b>Full refund</b> if service cancelled prior to flight arrival
Credit card payment surcharge and any transaction fees	<b>No refund</b>
Visa cancelled due to actions of the student	<b>No refund</b>
Where a student applies and is approved by PCA to transfer to another registered provider before the completion of six months of study of the principal course.	<b>No refund</b>
If a Student chooses to pay Tuition Fees on an instalment basis on an agreed payment plan.	<b>No refund</b> will be issued for any course money (paid on instalment basis). Instalments paid will be for course fees due and payable to the college for services already rendered.
<b>Provider Default</b>	
Course is withdrawn by PCA ( <b>before</b> the agreed start date).	<b>Full refund</b> excluding



Description	Refund status	
<p>PCA is unable to start the delivery of a course at the location on the agreed starting day or ceases to deliver the course before it is completed.</p>	<p>Application fee within 2 weeks of cancellation, or the agreed starting date, whichever is applicable</p>	<p>In the unlikely event that the college is unable to deliver your course before commencement or in full, you will be offered a full refund or after commencement of the course, refund of any Tuition Fee paid in advance for the default course. The refund amount will be calculated as follows:</p>
<p>If PCA is required to cancel a course <b>before</b> it commences due to insufficient numbers or for other unforeseen circumstances</p>		<p>The refund amount = <i>weekly tuition fee x the number of weeks in the default period</i></p> <p>a. <i>The weekly tuition fee</i> = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.</p> <p>b. <i>The number of weeks in the default period</i> = number of calendar days from the default day to the end of the period to which the payment relates / 7</p>
<p>Course ceases to be provided to the student at the location <b>after</b> the course starts but before it is completed; and the student has not withdrawn from the course before the default day.</p>		<p>The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, student may be offered enrolment in an alternative course by the College at no extra cost. Students have the right to choose whether they would prefer a refund of course fees, or to accept a place at another college. If student chooses placement in another course, PCA will ask the student to sign a document to indicate the acceptance of the placement. If the College is unable to provide a refund or place student in an alternative course, the TPS will be responsible for providing refunds or providing assistance to locate an alternative. However, students are primarily responsible for finding another college which will accept them into an alternative course.</p>
<p>The course is not provided in full to the student because a sanction has been imposed on the registered provider or any other reason.</p>	<p><b>Refund</b> of unused tuition fees. Pre-paid fees may be transferred to an alternative enrolment where the student agrees.</p>	<p>In these cases, there is no need for student to make a refund application.</p>
<p>The course is not provided fully to the student because PCA has a sanction imposed by a government regulator</p>	<p><b>Refund</b> of unused tuition fees</p>	
<p><b>Student Default</b></p>		
<p>If a student cannot commence the course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).</p>	<p><b>Full refund</b> of course fees (this excludes the Application fee which is non-refundable).</p>	





Description	Refund status
At the discretion of PCA's CEO or approved representative, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events.	<b>Full refund</b> of course fees (this excludes the Application fee which is non-refundable).
Visa refused prior to course commencement	The amount of unspent pre-paid fees that PCA must refund the student for the purpose of subsection 47E (2) of the ESOS Act (section 9 of Education Services for Overseas Students (Calculation of Refund) Specification 2014) is the total amount of the pre-paid fees PCA received for the course in respect of the student <i>less</i> the following amount: the lesser of: (a) 5% of the total amount of pre-paid fees that PCA received in respect of the student for the course before the default day; or (b) the sum of \$500.
Withdrawal prior to the agreed start date	
If a student fails to commence a course after the start of the Course at location, has not previously withdrawn from the course, and the reason is not the visa refusal.	<b>No refund</b> – once the study starts, the fee is not refundable.
Withdrawal from the course at location after the agreed start date.	<b>No refund</b> This includes all course fees, Application fees, cost of learning and assessment resources, OSHC, airport pick up (where applicable) and material fee (where applicable)
Student abandons the course without notice	<b>No refund</b> and the balance of all outstanding fees for the course to be invoiced to the student
Student Visa or Visa extension is refused after course is commenced	The refund amount = <i>weekly tuition fee x the number of weeks in the default period</i>  a. <i>The weekly tuition fee</i> = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.  b. <i>The number of weeks in the default period</i> = number of calendar days from the default day to the end of the period to which the payment relates / 7  Tuition fee does not include any non-tuition fee that might have been paid by the student. Non-tuition fees will not be refunded.
Student whose visa has been refused has withdrawn from the course after it commenced, or has failed to pay an amount he or she was liable to pay the provider in order to undertake the course.	
There is a student default due to any of the following reasons:	<b>No refund</b>

Description	Refund status
<ul style="list-style-type: none"> <li>• The student breached a condition of his or her student visa;</li> <li>• Misbehaviour by the student;</li> <li>• Failure to comply with PCA policies</li> </ul>	

### Conditions

- At the time of enrolment any Credit Transfer (CT) / Recognition of Prior Learning (RPL) will be discussed and granted after the student provides sufficient evidence. If the CT allows shortening of the duration of the course, pro-rata fees will be worked out and offered to the student. Once the student accepts this offer, there will be no further reduction of the fee.
- Fees not listed in this refund section are not refundable. Prior to a student enrolment, fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any fee increases will be required to be paid for the extended component of the course.
- If a student withdraws after any number of deferrals, the date on the original eCoE will be considered for the purpose of determining the date of commencement of semester / study period / course in relation to the college refund policy and other related policies.