

SC5-I: Fees and Refunds Policy & Procedures

Contents

Purpose	2
Definitions	2
Policy	3
1. Protection of fees paid in advance	3
2. Fees and refund information.....	3
3. Course fee inclusions	4
4. Payments	5
5. Refunds for domestic students	5
6. Refunds for international students	6
7. Recording and payment of refunds	8
8. Publication	8
Procedures	9
1. Student fees.....	9
2. Refunds.....	10
Appendix 1: Refund Calculation summary table	13
Document Control.....	16

SC5-I: Fees and Refunds Policy & Procedures

Purpose

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

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.

Definitions

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

DET means Department of Education and Training.

Enrolment Fee is a charge levied on the student to cover the administrative costs of enrolling the student.

Tuition Fees are fees that are directly related to the provision of a course.

ESOS Act means Education Services for Overseas Students Act 2000

National Code means National Code of Practice for Providers of Education and Training to Overseas Students 2018.

Fee Payer means the nominated payer of a student's course fees, usually either the student or the employer paying on behalf of the student.

Packaged Course means combining two or more course of studies to acquire desired knowledge and skills that will provide a pathway to further studies. Where the student is enrolled in a package course/program, then the agreed starting date is the commencement date of the first course of study.

Pre-Paid Tuition Fee are course fees paid by the student in advance of commencing their studies.

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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

SRTOs means the Standards for RTOs 2015 – refer definition of 'Standards'

Standards means the Standards for Registered Training Organisations (RTOs) 2015 of the VET Quality Framework which can be accessed from www.asqa.gov.au

Student default means where:

- 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;
 - The student misbehaves.

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.

SC5-I: Fees and Refunds Policy & Procedures

Policy

1. Protection of fees paid in advance

- Brighton College protects the fees that are paid in advance by both domestic and international students.
- For domestic students, fee protection is ensured through:
 - Brighton College 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.
 - Brighton College does not require international students to pay more than 50% of course fees prior to course commencement. However, Brighton College provides students with the opportunity to pay more than 50% of their tuition fees prior to course commencement if they wish. Where a student chooses to pay more than 50% upfront, the remaining amount will be collected according to an agreed payment schedule. Note, however, that where a course is less than 25 weeks, Brighton College may require students to pay the full cost of the course prior to course commencement.
 - Brighton College pays into the Tuition Protection Service (TPS) provided by the Australian Government. In the event that Brighton College is unable to deliver a course a student has paid for and does not meet the obligation to either offer a student an alternative course or pay a student a refund of the unspent prepaid tuition fees, the TPS will assist students in finding an alternative course or to get a refund if a suitable alternative is not found.

2. Fees and refund information

- Fee information relevant to a course is outlined in detail in the following documentation provided to the student as well as the RTO's website
 - Letter of Offer and Student Agreement and summarised on the Course Outline.
- In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment or commencement of training, whichever is first.
- For international students, 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. Fee information provided to domestic and international students includes:
 - All course fees, including both tuition fees and non-tuition fees and the period to which these fees apply;
 - Any additional charges that may apply and the circumstances in which they apply;
 - The potential for changes to fees over the duration of the course;

SC5-I: Fees and Refunds Policy & Procedures

- Payment options (including that international students may choose to pay more than 50% tuition fees before their course commences).
- The Letter of Offer and Student Agreement and the Student Handbook which are provided to the student prior to enrolment, includes this “Fees and Refunds” Policy and Procedure and informs the student of their consumer rights. Students are required to sign the Student Agreement in acknowledgement of the terms and conditions of the enrolment and this policy.
- Brighton College does not use direct approach marketing or tele sales and therefore no cooling-off period applies to its courses.

3. Course fee inclusions

- The Student Agreement will clearly itemise all course fees, including both tuition and non-tuition fees.
- Tuition fees include:
 - All of the training 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 and/or a Statement of Attainment (in the case of withdrawal or partial completion).
- Non-tuition fees include:
 - Additional fees that apply for re-assessment, where a student fails to achieve a satisfactory outcome after three attempts at an assessment task.
 - Re-issuance or additional copies of certification documents will attract a fee of \$100 per document.
 - Fees for deferral of study, late payment of tuition fees, or other circumstances in which additional fees may apply.
 - Material fee which may apply depending on the course chosen qualification details will be included in the course information and in the Letter of Offer and Student Agreement.
- Otherwise course fees (tuition or non-tuition) do not include
 - Costs of any optional textbooks and materials that may be recommended but not required to complete a course.
 - Replacement costs for borrowed textbooks/reference books if original copies are lost or misplaced. Costs for replacement of borrowed books are outlined in the Letter of Offer and Student Agreement.
 - Costs for stationery such as paper and pens.
 - Costs for overseas student health cover
 - Costs for airport pick ups
 - Costs associated with re-assessment if re-assessment is required, as outlined above.
 - Costs of re-issuing AQF certification documents – a cost of \$100 applies for issuing of one copy of the course certificate and record of results.
 - Direct debit setup, transaction and dishonour fees (where applicable).
 - Credit card payment surcharges.

SC5-I: Fees and Refunds Policy & Procedures

- Brighton College cannot guarantee that students will successfully complete the course in which they enrol regardless of whether all fees due have been paid.

4. Payments

- Payments can be accepted by electronic transfer, credit card, money order or direct debit.
- Credit card payments incur an additional surcharge per transaction depending the type of credit card used.
- Students who are experiencing difficulty in paying their fees are invited to contact Brighton College to make alternative arrangements for payment during their period of difficulty.
- Brighton College 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 will receive three warnings regarding non-payment of fees and thereafter will be reported to DET via PRISMS under student default.
- Receipts of payments made by international students will be kept for at least 2 years after the person ceases to be an accepted student.

5. Refunds for domestic students

- All course fees for fee-for-service students include a non-refundable deposit which is detailed on the Course Outline and Student Agreement. The deposit is non-refundable, except in the circumstances detailed below.
 - A full refund of any fees paid (including the deposit) will apply where a student withdraws or cancels their course in writing within the cooling off period where one applies. The cooling off period is 7 days and applies from the date of first enrolment or sign-up.
 - A full refund of any fees paid (including the deposit) will apply if Brighton College is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- In the unlikely event that Brighton College or any third parties responsible for delivering training and assessment on its behalf, is unable to deliver the course or any portion of the course as promised, the student will be issued with a refund for the course or portion of course that was not provided. This includes the following situations:
 - Where Brighton College or any third parties delivering training and assessment on its behalf ceases to operate.
 - Where Brighton College ceases to deliver the course in which a student is enrolled and the agreement is terminated.
 - Where Brighton College needs to make a change to the terms of the student agreement (such as the way the course is delivered or conditions of enrolment) and a new agreement cannot be reached with the student to account for changes.
- In any of the above situations, Brighton College will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. In these cases, there is no need for a student to make an individual application for a refund. Refunds will be issued within 28 business days.

SC5-I: Fees and Refunds Policy & Procedures

- Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the *Refund Application Form*. The application must include the details and reason for the request. Students who have not completed a Withdrawal Form are not eligible for consideration of a refund or reduction in fees.
- The refund assessment will be based on reviewing the services provided to the student and the costs incurred by Brighton College to provide those services.
- The outcome of the refund assessment will be provided in writing to the student's registered address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our *Complaints and Appeals Policy and Procedure*.
- A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.
- Recognition from Prior Learning (RPL) application fees are non-refundable.

6. Refunds for international students

All course fees for international students include a *non-refundable enrolment fee* which is detailed on the Course Outline and Student Agreement. No refund on the Material fee will be provided after course commencement.

A. Full refunds

A full refund of any course fees paid will be provided to students in any of the following circumstances:

- If Brighton College is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- Where a course does not start on the starting date outlined in the Letter of Offer and Student Agreement.
- Where a student withdraws or cancels their course in writing 29 days or more before the course commencement date.
- If a student cannot commence the course because of illness, disability or where there is the death of a close family member of the student (parent, sibling, spouse or child).
- At the discretion of Brighton College'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.
- If an offer of a place is withdrawn by Brighton College and this is not due to incorrect or incomplete information being provided by the student.

Claiming a full refund

- In any of the above situations, Brighton College will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. Refunds will be issued within 28 business days.

B. Partial Refunds

Provider default

SC5-I: Fees and Refunds Policy & Procedures

- Partial refunds will be paid in the event of provider default. The refund will be calculated from the day of the default as per section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.
- Partial refunds will also be provided in the same manner as for provider default (as above) where Brighton College fails to enter into a written agreement with a student or the Student Agreement is not compliant with the requirements of the ESOS Act or the National Code.

Student default

- If an international student is refused a visa (student default) before commencing their course, Brighton College will refund the total amount of all course fees (tuition and any non-tuition fees excluding enrolment application fee) 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.
- If an international student is refused a visa (student default) 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 Education Services for Overseas Students (Calculation of Refund) Specification 2014.
- If a student has supplied incorrect or incomplete information and as a result, Brighton College withdraws the offer prior to commencement of the course, the student will be eligible to receive a refund of all course fees paid less a 20% administration fee.
- Where a student has not met the conditions included in the letter of offer and withdraws 28 days or less before course commencement, the deposit paid will be refunded less a 20% administration fee.
- Where a student withdraws from a course 28 days or less before the course commencement, except for the reasons set out circumstances for full refunds, 50% of the deposit paid will be refunded, less enrolment application fee.
- If a student withdraws or defers their course after the course has started; There will be no refund of tuition fee for the term/semester which have already commenced. Student should also pay for remaining tuition fee of the term/semester, If the student hasn't fully paid for the term initially. Material fee after course commencement will not be refunded.
- If a student on a package enrolment with all courses delivered by Brighton withdraws/cancels the enrolment for a packaged courses upon commencement of the first course on the package, the deposit paid for the second course will be refunded less an administration fee of \$250 (*Note: Graduate Diploma courses attract an administration fee of \$500*).
- In all cases, unless waived with the agreement of Brighton College, Application Fee will be deducted from any refund the student is entitled to.

Note: For packages with courses delivered by multiple institutions, Brighton College will apply its own refund policy while the partner institution will apply its in relation to their course/s.

Claiming a partial refund

Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the *Refund Application Form*. The application must include the details and reason for the request. Students who have not completed a Withdrawal Form are not eligible for consideration of a refund or reduction in fees.

- The refund assessment will be based on reviewing the services provided to the student and the costs incurred by Brighton College to provide those services.

SC5-I: Fees and Refunds Policy & Procedures

- The outcome of the refund assessment will be provided in writing to the student's registered address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our *Complaints and Appeals Policy and Procedure*.
- A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.

C. Circumstances in which a refund will not be paid

- A student is not entitled to a refund in the following circumstances:
 - o Where a student is refused a visa and the reason for the refusal was because the student did not start the course at the location on the agreed starting day or the student withdrew from the course at that location or the student did not pay the fees due.
 - o Where Brighton College terminates the student's enrolment because of a failure to comply with Brighton College policies, misbehavior or unsatisfactory course progress.

7. Recording and payment of refunds

- Refunds will be paid to the person or organisation that made the original payment.
- 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.

8. Publication

- Brighton College will publish in a prominent place on its website the following:
 - All tuition and non-tuition fees (as shown on Course Outlines).
 - This Fees and Refunds Policy.

SC5-I: Fees and Refunds Policy & Procedures

Procedures

1. Student fees

Refer

- SRTOs: Clauses 5.3, 7.3
- National Code: Standard 3

Procedure	Responsibility
<p>A. Deposit invoices</p> <ul style="list-style-type: none"> • All domestic student fee-payers should pay their deposit/enrolment fee upon enrolment, preferably prior to course commencement. • All international students should pay their deposit/enrolment fee upon enrolment. • Ensure there is a signed written <i>Letter of Offer and Student Agreement</i> on file before invoicing. • Raise an invoice for the amount in line with the payment schedule for the relevant course. • Fee-payers have 14 days to pay an invoice. • Keep a copy of the invoice on the student's file. 	<p>Administration team Accountant</p>
<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, outlined on the Student Agreement/ Course Outline. • Ensure all payment terms, conditions and amounts are as indicated on the invoice unless a record of an agreed or advised change is in writing and the conditions of such a change were outlined on the initial agreement. • Students have 14 days to pay an invoice. • Keep a copy of the invoice on the student's file. 	<p>Administration team Accountant</p>
<p>C. Receiving payments</p> <ul style="list-style-type: none"> • Payments may be made by direct bank transfer, credit card or direct debit. • Fees for international students may not be collected until the Student Agreement has been signed. • Record payments against the relevant invoice on aXcelerate and Xero Accounting System. • Provide the student with a receipt. • Ensure receipts for payments from international students are retained for at least 2 years after the first payment is received. 	<p>Administration team Accountant</p>

SC5-I: Fees and Refunds Policy & Procedures

Procedure	Responsibility
<p>D. Managing overdue fees – domestic students</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. 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. 	Administration team Accountant
<p>E. Managing overdue fees – international students</p> <ul style="list-style-type: none"> Invoice to be sent via email to their registered email address. Send an email reminder to student 1 week prior to due date. Send a text notification on the due date advising that invoice is due and they are required to make payment immediately to avoid late payment fee. Send reminder email asking to pay the invoice immediately after 1 week of the due date if it has not been paid. Call or SMS the student 2 week after the due date if the invoice is still has not been paid in full. Send reminder email asking to pay the invoice immediately after 3 weeks of the due date if it has not been paid. asking to pay invoice immediately else COE cancellation process will be initiated. Send out first warning letter regarding non-payment of fees when payment is more than 4 weeks overdue. Send notification of intention to cancel regarding non-payment of fees when payment are more than 5 weeks overdue. Overdue payments after the cancellation of enrolment to be referred to the debt collector. 	Administration team Accountant Student support officers

2. Refunds

Refer

- SRTOs: Clauses 5.3, 7.3
- National Code: Standard 3

Procedure	Responsibility
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SC5-I: Fees and Refunds Policy & Procedures

Procedure	Responsibility
<p>A. Processing refunds – domestic students</p> <ul style="list-style-type: none"> • If a course is cancelled by Brighton College, students who have enrolled and paid their deposit/enrolment fee should be automatically issued a refund. Notify them in writing and issue refund. Record on file. • Students who withdraw from their course and seek a refund are to make a request for a refund in writing by submitting a <i>Refund Application Form</i>. To make an assessment of a refund due, consider the services the student has received. Consider the following: <ul style="list-style-type: none"> – Deposit/enrolment fee is non-refundable – this covers administration time for enrolment and induction process. – Textbooks provided. – Training received – number of classes attended, visits received, online training. – Individual support provided by the trainer/assessor. – Assessments marked. • Consider the costs incurred by Brighton College as per above, plus the fees paid by the student to calculate a suitable refund. Refund assessments are to be approved by CEO/Finance Manager. • Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. • Keep a copy of the refund assessment on the student's file. 	<p>Administration team Accountant</p>
<p>B. Processing refunds – provider default (international students)</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 by submitting a <i>Refund Application Form</i>. • Assess refund as per this Policy. • Calculate the relevant refunds. • Operation manager and/or CEO approve refund assessment. • 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. 	<p>Administration team Accountant CEO</p>

SC5-I: Fees and Refunds Policy & Procedures

Procedure	Responsibility
<ul style="list-style-type: none"> Keep a copy of the refund assessment on the student's file. 	
<p>C. Processing refunds – student default (international students)</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 by submitting a <i>Refund Application Form</i>. Assess refund as per this Policy. Calculate the relevant refunds. Operation manager and or 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 team Accountant CEO

Note: For a more concise explanation please refer to Appendix 1: Refund Calculation summary table below.

SC5-I: Fees and Refunds Policy & Procedures

Appendix 1: Refund Calculation summary table

S.N	Reason for Refund	Refund Payable	Time to Pay Refund / Remarks
1	Enrolment Application Fee \$250	No Refund in all cases	
Provider Default			
2	Course withdrawn by Brighton College before commencement.	Full Refund (tuition and non-tuition fees)	28 days after receiving a complete refund application from the student.
3	Brighton College is unable to deliver the course in full (i.e. after the course starts but before it is completed)	Refund of unspent portion of the tuition fees paid.	28 days after receiving a complete refund application from the student.
Student Default			
4	The student's visa refused prior to course commencement (evidence required)	Refund of any pre-paid course fee (tuition and non-tuition fees) less an administration fee of \$500 or 5% of pre-paid course fee (whichever is the lesser amount).	28 days after receiving a complete refund application from the student.
5	The student's visa refused after the commencement of the course (evidence required)	Non-Tuition fee will not be refunded. Tuition fees will be refunded from the day of the student default (i.e. Visa refusal day)	<u>Calculation Formula:</u> Refund amount = weekly tuition fees x weeks in default period Weeks in default period: <i>No of calendar days from the default day to the end of the period to which the payment</i>

SC5-I: Fees and Refunds Policy & Procedures

			<i>relates 7</i>
6	The student withdraws from a course 28 days or less before the course commencement date.	50% of the deposit paid will be refunded, less enrolment application fee.	28 days after receiving a complete refund application from the student.
7	The student withdraws or defers from the course after the course commencement.	No refund of the tuition fee for the term student has already commenced.	28 days after receiving a complete refund application from the student.
8	The student on a Packaged enrolment withdraws/cancels the enrolment for a packaged course upon commencement of the first course on the package	The deposit paid for the second course will be refunded less an administration cost of \$250.	28 days after receiving a complete refund application from the student.
9	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). (Evidence required)	Full Refund	28 days after receiving a complete refund application from the student.
10	At the discretion of Brighton College'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.(Evidence required)	Full Refund	28 days after receiving a complete refund application from the student.

SC5-I: Fees and Refunds Policy & Procedures

11	The student withdraws from a course at least 28 days before the commencement date.	Full Refund less and enrolment application fee	28 days after receiving a complete refund application from the student.
12	Brighton College terminates the student's enrolment because of a failure to comply with Brighton College policies, misbehavior or unsatisfactory course progress.	No Refund.	28 days after receiving a complete refund application from the student.
13	The student supplied incorrect or incomplete information and as a result, Brighton College withdraws the offer prior to the commencement of the course.	20% of the course fee paid will be deducted as administration fee.	28 days after receiving a complete refund application from the student.
14	The student has not met the conditions included in the letter of offer and withdraws 28 days or less before course commencement.	20% of the course fee paid will be deducted as an administration fee.	28 days after receiving a complete refund application from the student.
15	Material fees after course commencement.	No Refund.	28 days after receiving a complete refund application from the student.

SC5-I: Fees and Refunds Policy & Procedures

Document Control

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