



RTO CODE: 41338 | CRICOS PROVIDER CODE: 03449J

# PRICING, FEES, REFUNDS AND TERMS

Including: Course Fees Other Fees Treatment of Fees in Advance Refunds Complaints regarding Fees and Refunds

Reference: Standard 5 Clause 5.3 Standard 7 Clause 7.3 Schedule 6 Protection of Fees in Advance

National Code Standard 3- Formalization of Enrolment and written Agreements

#### VERSION HISTORY

Policy Owner:		Principal	(Matrika Bimoli)
Document Management:	Student Services an	d Administration Manager	(Dinita Kaucha)
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### PRICING, FEES, PAYMENTS and REFUNDS

#### PURPOSE

Australian Harbour International College will communicate our policy and terms clearly to students and clients about financial arrangements, terms and conditions as required by legislation in the VET Quality Framework and the Standards for RTO's 2015. This includes the Requirements for Fee Protection.

As a CRICOS provider, Australian Harbour International College will have fees and refund policy and procedure that complies with the ESOS Act and The National Code 2018.

Clear communication will be through print or through an electronic copy with telephone support if required.

#### **FEE INFORMATION**

Australian Harbour International College will provide **fee information** in print and electronic copy and at various locations to ensure all applicants will know the fees prior to the commencement of a course.

Fees information will be on the website and /or through the enquiry portal from the website The fees information will be in the formal letter of offer that forms the agreement with the student.

The total amount of fees may include:

- Application fee
- Materials fee
- CRICOS Course fee
- OSHC fee
- Homestay fees (under 18s)
  - Homestay Placement Fee
  - Weekly Homestay Fees (per week)
  - Homestay Guardianship Processing Fee
  - Weekly Guardianship Fee
  - Airport Transfer

A course and administration fees schedule will be kept up to date in the administration office.

#### **Administration fees**

The Administration fees and any other charges are explained in print and electronic copy and at various locations to ensure all candidates will know the fees prior to the commencement of a course. Administration fees are on the website, and in the terms and conditions that form part of the agreement on the enrolment form and formal letter of offer.

The Administration fees include:

- Administration fee for under 18s
- Late payment penalties for students who do not pay fees on time
- Re-assessment fees available to students who are deemed not yet competent on completion of training and assessment after re-submit and re-sit options
- Re-enrolment fees for students whose time for submission of work has passed and they wish to extend the length of the course

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- Fees for credit transfer requests
- Fees for processing cancellations and course variations including transfers
- Fees for issuing a replacement qualification testamur
- Material fees for lost or replacement course materials supplied in hard or soft copy
- Fees for processing refunds

#### OTHER EXPENSES INFORMATION

Some courses require participants to invest in their study. Where this is the case, any additional costs to undertake a course will be explained on the website and in the course information.

Other expenses are separate to fees and are expenses the candidate may incur. These may include:

- Textbooks where the participant can purchase texts if they want their own copy
- Laptops or mobile devices where the participant can bring these to class and use them to complete the course
- Materials and supplies needed to complete the course
- Other equipment needed to complete the course
- Clothing requirements such as safety shoes needed to complete particular units of study
- Travel expenses where the participant is required to travel to a placement or location at their own expense as part of the course

#### CRICOS COURSE FEES PRICING

#### **Course Fees and Payment Plans**

- Pricing for individuals will be at the published rate in print or electronic copy on the website and enrolment form or in response to enquiry emails.
- The application fee is non-refundable
- The AHIC offers payment by instalment plans which may be at a higher price that upfront payment.
- Other special offers and discounts may be marketed from time to time.

#### REQUIREMENTS FOR FEE PROTECTION

#### Standard 7 (Clause 7.3) states;

"Where the RTO requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1,500 (being the threshold prepaid fee amount), the RTO must meet the Requirements set out in the Requirements for Fee Protection in Schedule 6."

#### International students:

AHIC is a registered CRICOS provider AHIC will comply with the obligations and requirements of the Education Services for Overseas Students Act (ESOS Act) 2000 (Cth).

AHIC is required to comply with the requirements of the Tuition Protection Service (TPS). Under TPS the provider may receive up to 50% of the total tuition fees for the course at any time before a student commences a course.

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AHIC will have tuition fee schedules and payment plan schedules in the accounting system. These will be indicated in the formal letter of offer and written agreement with the student.

#### **Domestic students:**

To meet this requirement, AHIC will collect course fees in advance from INDIVIDUALS as follows:

The AHIC will accept payment of <u>no more than \$1500</u> from each individual student prior to the commencement of the course. This will be the first instalment.

Following course confirmation, we require payment of additional fees as course instalments from the student but only such that at any given time, the total amounts required to be paid do not exceed \$1500.

These fees that can reach \$1,500 include the application fee, the tuition fees, materials fees and any other fee that is a mandatory payment for the course.

To meet this requirement, AHIC will collect course fees in advance from BUSINESSES as follows: AHIC can accept prepaid payment of fees for the total amount or any other agreed payment plan <u>that</u> can be more than \$1500.

#### PROTECTION OF PREPAID FEES – PAID IN ADVANCE

AHIC will comply with the Tuition Protection Service (TPS) policy and procedures as a CRICOS provider.

First payment prior to commencement of the course can be collected but will not be drawn until day 1 – The commencement date of the course.

After the student has commenced, AHIC cannot require the student to pay any further fees until two weeks before the start of the second study period. The general ledger will show fees paid in advance as a <u>liability in the accounts</u>. Fees will be drawn down as required in compliance with the TPS requirements.

#### THIRD PARTY FEE COLLECTION MUST MEET SAME REQUIREMENTS

The requirements for protection of prepaid fees apply no matter how the fees are collected. This means:

Any fees collected by a third party for the AHIC such as an education agent or broker, are subject to the same conditions. These requirements apply to fees prepaid by learners, regardless of when AHIC actually receives the payment.

The written agreement with the third party will include these conditions and the monitoring to ensure the protection measures are in place and implemented as required.

#### COURSE FEES CAN BE PAID BY INSTALMENTS

Payment schedule agreement:

By signing the agreement, course participants who choose to pay by instalments agree to honour the AHIC's payment plan and understand that:

- 1. all instalments must be paid on or before the due date;
- 2. There are sufficient funds available in the nominated account to meet the instalment payments;
- 3. The AHIC reserves the right to suspend access to the course in the event that a participant fail to pay any part of the course fees as and when it falls due for payment;

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- 4. In the event that a participant requests or fails to advise of a course cancellation, the refund policy applies;
- 5. The AHIC will not issue a Statement of Attainment/s until course fees are paid in full.

#### Default on the payment schedule:

- 1. The enrolment will be suspended and outstanding accounts will become immediately due and payable; or
- 2. As a cancelled participant the outstanding account will become immediately due and payable;
- 3. The outstanding debt will be forwarded to a debt collection agency, and
- 4. The participant may also be required to pay additional fees associated with the debt collection process.

#### REFUNDS

#### **Cancellations and Refunds**

In signing this application, you are automatically bound by the conditions of the AHIC and/or the AHIC cancellations and refund policy.

AHIC's refund policy applies to both commencing and re-enrolling students. It is set out in the Handbook and below. All requests for a refund must be submitted on the appropriate refund application form and must be accompanied by official documentary evidence of the grounds for the request.

Your initial application fee to AHIC is not refundable.

Refunds apply only to tuition fees and will only be paid to the applicant through an Australian Dollar. All refunds incur an administration fee.

#### Total Refund of Tuition Fee

In the unlikely event that the College is unable to provide the course for which an offer has been made. An alternate offer of a place will be offered at no extra cost to the students as well as the refund option.	
An offer of a place is withdrawn by AHIC (The exception is when the offer was made based on intentional incorrect information).	A total refund will be granted under these circumstances
The applicant is unable to obtain a visa from an Australian Diplomatic Office.	

Applications for a total refund on the above grounds must be lodged at least 2 weeks prior to the commencement of the term for which the offer is made. The student must provide a certified copy of the official letter of visa application rejection by the Department of Home Affairs along with their application, in order for the refund application to be approved.

#### Partial Refund of Tuition Fee

The amount of partial refund is determined as follows. Administrative fees and applicable deductions are applied:

Request is more than 10 weeks before the commencement of the term/ next term	Full refund.
Request is less than 10 weeks but more than 6 weeks before the commencement of the term	refund is 70% of tuition fees paid

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Request is less than 6 weeks but more than 2 weeks before the commencement of the term	refund is 50% of tuition fees paid
Request is less than 2 weeks before the commencement of the term	refund is 30% of tuition fees paid
If a student withdraws from the course on or after the course commencement date.	the student will not be eligible for a refund for the fees
Withdrawal from a course on illness and compassionate grounds	refund will be decided on a case by case basis.
If a student holds a valid student visa at the time of enrolment with AHIC, but after commencing their course, their current visa expires and a subsequent visa application is applied for and rejected.	Fees paid for 6 months is not refundable. Refund for any tuition fees paid for subsequent semester to AHIC will be calculated on a pro-rata basis (calculated on a weekly basis as per the AHIC term calendar) minus any applicable deductions*.
Student transfers to a second course within AHIC without completing the first course after commencement.	The tuition fee paid for the 1 <sup>st</sup> course will be credited on a pro-rata basis towards the tuition fee of the 2 <sup>nd</sup> course. If the credited amount is greater than the total cost of the second course no refund will be applicable.

If the College has paid an amount to a representative in relation to recruitment, the refund will be further reduced by that amount.

#### No refund

False or misleading information in application forms or during study	automatically disqualifies you from any refunds
Student is terminated due to serious breach of the College rules or a breach of visa conditions including non-attendance or unsatisfactory progress	No refund
Student defers enrolment and commencement date	Tuition fees will be held by the College until course commencement date. If the student doesn't commence the course after deferment – no refund.
Cancellation/Withdrawal (approved/disapproved by AHIC) before or after the Commencement Date of a course or package program.	No Refund: Paid Course Tuition and Non-tuition Fees for the course withdrawn from and any subsequent package courses.
Cancellation of CoE and Reporting for breach of student visa conditions, conditions of enrolment and/or National Standards (Unsatisfactory Attendance, Unsatisfactory Academic Progress, Non-payment of Fees, etc.)	No Refund: Paid Course Tuition and Non-tuition Fees for the course withdrawn from and any subsequent package courses.

**Note**: Where a student has requested a refund, the refunds of any monies received by the College on behalf of a student, for services other than tuition fees, must be requested directly from the company delivering the services. Students will be subject to that company's refund policy. The student will be advised on how to contact these companies in the refund calculation letter.

#### Applicable For Under Age Student (Under 18)

Placement Fee - \$290 one off - non-refundable

Administration Fee - \$500 one-off - non refundable

Airport Pickup Fee - \$160 one off

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Under18s Homestay Packages
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Traditional Home Stay ( 2 meals-Monday – Friday and 3 meals – Weekends)

\$1420 - Payment needs to be done on 4 week cycle (\$355 per week)

Guardianship Fee - \$264 - Payment need to be done on 4 week cycle (\$66 per week)

Total Upfront Fee - \$2634.00

\* Full homestay fees are only refundable if cancellation is received 48 hours prior to commencement of Homestay.

\* Refund and Cancellation Service Fee \$100 applies to ALL refunds and cancellations.

\* Students must give 14 days (two weeks) notice before leaving Homestay or pay two weeks in lieu of notice.

\* Student and their guardian need to understand and sign the conditions and cancellation forms provided with the offer letter.



#### How to claim a refund

Requests for refund should be made in writing to the PEO with documented evidence of the reason for withdrawal. Eligible refunds will be refunded within 28 day of receipt of the claim. A documented administrative fee \$250 will be charged for processing refunds. Bank fees will be charged for offshore TT as applicable. The \$ enrolment fee is not refundable.

All refunds will include a statement explaining how the refund amount was calculated.

Refund will only be given to the person who paid the tuition fees. For example, if an agent or parents paid the tuition fee, the money will only be refunded to either the agent or parents.

This refund policy does not remove students' rights to take further action under the Australian Consumer Protection Laws.

Staff is responsible for referring all enquiries regarding fees, charges and refunds to the PEO.

#### Course variations – Withdrawal or Cancellation from a course and refund request

The application fee of \$200 is non-refundable.

Requests must be in writing or email. A refund request form is completed.

- You must submit notice of the intention and the request for a refund in writing.
- Evidence to support the request can be submitted.
- You must be up to date with course fees at the time of the request.
- The request will be assessed based on information provided and the progress through the course.
- If the request is successful, a refund administration fee is charged and deducted from the refund.
- A refund calculation letter is provided that explains the decision.
- Statements of Attainment for units completed and paid to date will be issued.

#### Special circumstances for course refunds:

AHIC has the discretion to approve refunds if the student would be unreasonably disadvantaged if not granted a refund - for example:

A student meets with a serious misadventure, serious illness or hospitalisation (two weeks period minimum) supported by a medical certificate.

Special circumstances that have been discussed and agreed upon between the student and the Principal.

The following circumstances would <u>NOT</u> be accepted for a refund:

- Change in work hours
- Job change or retrenchment
- Moving interstate
- Technology barriers which mean the student is having difficulty completing the course
- Language or writing barriers which were not declared at application which means the student is having difficulty completing the course
- Insufficient access to workplace documents which mean the student is having difficulty completing the course
- Where a student has commenced a course believing that they can meet the requirements and then find that they are unable to do the course, a part refund for the component of the course not commenced may be given.
- An interview will assess the circumstances.
- The refund will be dependent upon the length of time the student has been attending and what competencies have been achieved.

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- Where more than 50% of the course is completed, there will be no refund.
- The final decision is at the Discretion of the Principal.

#### Provider default – If AHIC cannot offer or continue a course due to changed circumstances

Where AHIC is in a "default" situation such as cancellation of the course, AHIC will offer a refund. AHIC will discuss this with the student and come to an arrangement.

A refund letter with calculations showing administration charges and fees to be refunded is sent to the student.

The payment is processed within a maximum of 4 weeks (20 working days) from the date on the refund calculation letter.

Where the service or course is offered through a third party and that third party cannot deliver the agreed service, AHIC will offer an alternate arrangement for participants to complete the course or a refund if such a replacement service is not suitable for the clients or participants. This decision will be discussed on a case by case basis and recorded in writing between the parties.

#### COMPLAINTS REGARDING FEES AND REFUNDS

Students are entitled to access the Complaints process should they be dissatisfied about AHIC's decisions relating to fees, refunds or other matters.

This information is available on the website

Students are advised that the agreement and the availability of complaints process does not remove the right of the student to take action under consumer protection law.



## **REFUNDS PROCESS FLOW CHART**



#### **Continuous Improvement**

Date	Version	Notes
11/05/2015	1.0	Initial creation, contextualisation to AHIC
06/07/2018	2.0	Updated Fees and Under age Information
4/12/2018	V3.0	Adding Refund Process Flow chart
25/06/2020	V4.0	Updating Refund Process Flow chart
1/6/2022	V5.0	Updated Footer and Header

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