

## Fees and Refunds Policy and Associated Procedures

### *Purpose of the policy*

This policy and associated procedures outline Fusion College of Technology's approach to the effective and fair management of fees, charges, and refunds. This ensures that support is provided to students to assist them to complete their studies.

This policy and associated procedures meet the requirements of Standards 2.1 of the Outcome Standards for RTOs and marketing and advertising requirements, AQF certification documentation and prepaid fee protection measures in Compliance Requirements as well as Standards 2 and 3 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018, as well as the ESOS Act 2000 and the ESOS (Calculation of Refund) Specification 2014.

### Policy statements

#### *Information about fees and charges*

Fusion College of Technology is committed to providing students with information about all fees and charges associated with a course, as well as its refund policy and processes.

Prospective students can access information about fees and charges and refunds in the International Student Handbook and Course Brochure.

Enrolling students are fully informed of all fees and charges and the refund policy in the Offer Letter and Student Agreement.

The Offer Letter and Student Agreement includes details of all applicable fees and charges, including the application fee, tuition and non-tuition fees and the payment schedule for such and payment options. It also describes the student's consumer rights, including the right to a cooling off period depending on the relevant state/territory requirements.

Students are advised of the potential for fees and charges to change over the duration of their course.

Students are advised of any statutory cooling off period in their Offer Letter and Student Agreement.

All fees and charges will be reviewed annually, and all marketing material and student information will be updated accordingly. New fees and charges will generally only apply to incoming students.

Additional fees that may apply in addition to tuition and non-tuition fees include:

Additional fees that may apply	Amount
Deferral fee	\$200
Re-assessment fee (Theory units)	\$150
Re-assessment fee (Practical units)	\$300
Fees for late payment of course fees	\$100 per week for each week the payment for course fees is delayed
Credit transfer	\$60

RPL	Application fee of \$250 Unit fee \$500
Student ID Card (Printed Copy)	\$25
Document Request fee	\$50
Certificate Re-issuance fee	\$100
Course Cancellation fee	\$500

### *Fee protection*

Fees paid by students are protected as follows:

- Domestic students: students pay up to a maximum of \$1,500 in advance for services not yet provided.
- International students: international student fees are protected through the following mechanisms:
  - Maintaining a sufficient amount in the RTO account so that so that it is able to repay all tuition fees already paid.
  - Through membership of the Tuition Protection Scheme (TPS). The role of the TPS is to assist international students where the Registered Training Organisation is unable to fully deliver their course of study. The TPS ensures that international students are able to either complete their studies in another course or with another education provider or receive a refund of their unspent tuition fees.
  - In addition, international students are not required to pay more than 50% of course fees prior to commencement, except where a course is less than 26 weeks. However, any international student may choose to pay their fees in full or a greater amount than 50%.

### *Payments*

Payment options are specified in the Offer Letter and Student Agreement.

All fees and charges are to be paid by the date indicated on the invoice. However, where a student is unable to make a payment by the specified date, alternative arrangements may be made by contacting the office.

All payments are to be made by bank transfer into a specified account, the details of which are provided to students. Fusion College of Technology will maintain a sufficient amount in the account so that it is able to repay all tuition fees already paid.

To support students in meeting their payment obligations, the following reminder and escalation process will apply:

- First Reminder: Sent 14 days prior to the fee due date.
- Second Reminder: Sent 7 days prior to the fee due date.
- Fee Overdue Reminder: Sent within 2 days after the fee due date if payment has not been received and no alternative arrangements have been made.

- Notice of Intention to Cancel Enrolment: Sent within 5 days after the fee due date if payment remains outstanding and no alternative arrangements have been made.

If a student fails to respond to the Notice of Intention to Cancel Enrolment or does not make payment or acceptable arrangements, their enrolment may be cancelled.

Following cancellation of enrolment due to non-payment of fees, the outstanding debt may be referred to a debt collection agency.

All payment receipts will be retained for a minimum of two (2) years following the student's completion of their course.

### *Credit transfer and RPL*

A reduction of fees can apply for any units granted through credit transfer and RPL. The course tuition fees should be divided by the number of units and then the reduction applied per unit for the applicable number of units. This should be shown on the invoice.

### *Refunds*

Refunds for international students are calculated in accordance with the ESOS framework.

All application fees are non-refundable except where Fusion College of Technology cancels a course prior to commencement due to insufficient numbers or other unforeseen circumstances, including a sanction being imposed on Fusion College of Technology.

Where Fusion College of Technology cancels a course either before or after commencement, students will receive an automatic refund and do not need to complete the Refund Application Form. This will be provided within 10 working days of the default.

In all other circumstances, students are required to complete a Refund Application Form which can be accessed from our office. This form must be submitted within 10 working days of the event that led to the request for the refund. The outcome of the refund assessment will be forwarded to the student in writing within 20 working days, as well as any applicable refund.

Refunds will be paid to the person or entity from whom the original payment was received and in Australian Dollars.

The refund policy does not remove the right of the student to take further action under Australian Consumer Law.

### *Domestic student refunds*

In addition to the above circumstances, refunds for domestic students will be calculated as follows:

<i>Circumstance</i>	<i>Refund due</i>
Fusion College of Technology cancels course before commencement due to insufficient numbers or other unforeseen circumstances, including a sanction	Full refund of all fees.

<i>Circumstance</i>	<i>Refund due</i>
being imposed on Fusion College of Technology (known as provider default).	
Fusion College of Technology cancels course following course commencement due to unforeseen circumstances, including a sanction being imposed on Fusion College of Technology (known as provider default).	Application fee not refunded. Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Student requests in writing to cancel the course more than 28 days prior to course commencement date.	Application fee not refunded. Refund of all other fees and charges.
Student withdraws less than 4 weeks prior to course commencement.	Application fee not refunded. Refund of 90% of all other fees and charges.
Student withdraws after commencement.	No refund of any fees paid in advance.
Student's enrolment is cancelled due to disciplinary action.	No refund of any fees paid in advance.
The student has supplied incorrect or incomplete information causing Fusion College of Technology to withdraw the offer of the course prior to commencement.	No refund of any fees paid in advance.

### ***International student refunds***

In addition to the above circumstances, refunds for international students will be calculated as follows:

<i>Circumstance</i>	<i>Refund due</i>
Fusion College of Technology cancels course before commencement due to insufficient numbers or other unforeseen circumstances, including a sanction being imposed on Fusion College of Technology (known as provider default).	Full refund of all fees paid in advance.
Fusion College of Technology cancels course following commencement due to unforeseen circumstances, including a sanction being imposed on Fusion College of Technology (known as provider default).	Full refund of all unspent fees calculated as follows: Calculation of unspent fees is in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014.

<i>Circumstance</i>	<i>Refund due</i>
Fusion College of Technology has not provided an Offer Letter and Student Agreement that meets the requirements of the National Code 2018.	A full refund of all unspent fees calculated as follows: Calculation of unspent fees is in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014.
Student requests in writing to cancel the course more than 28 days prior to course commencement date.	Refund of 75% of total tuition fees paid in advance for each and every course in package less course cancellation fee.
Student requests in writing to cancel the course between 1 to 28 days prior to course commencement date. <i>If student requests and receives a deferral of commencement date, this does not extend the refund claim period in any way.</i>	Refund of 50% of total tuition fees paid in advance for each and every course in package less course cancellation fee.
The student does not commence on the agreed start date and has not previously withdrawn.	No refund of any fees paid in advance.
Student withdraws after commencement.	No refund of any fees paid in advance.
Student's enrolment is cancelled due to disciplinary action.	No refund of any fees paid in advance.
Student breaches a visa condition.	No refund. Fees for full study period (term) to be paid.
The student has supplied incorrect or incomplete information causing Fusion College of Technology to withdraw the offer of the course prior to commencement.	No refund of any fees paid in advance.
The student visa is refused due to misleading/concealing/fraudulent information/documents provided by the student.	No refund of any fees paid in advance.
The student requests in writing to cancel enrolment prior to course commencement due to student visa application refusal.	Full refund of fees paid in advance less \$500 or 5% fees paid (whichever is lesser).
The student requests in writing to cancel enrolment after commencing the course due to student visa application refusal.	Refund of all unspent fees less course cancellation fee. Calculation of unspent fees is in accordance with the Education Services for

<i>Circumstance</i>	<i>Refund due</i>
	Overseas Students (Calculation of Refund) Specification 2014.

## Procedures

### 1 Process invoices

- 1.1 Set up invoices in the accounting system as per the payment schedule in the signed Offer Letter and Student Agreement.
- 1.2 Send out invoices to students according to the payment schedule.
- 1.3 Once the invoice has been paid, send out a receipt of payment from the accounting system.
- 1.4 Record payment in PRISMS following recording payment instructions included in the PRISMS user guide.
- 1.5 Keep all receipts of payments for a minimum of 2 years after the student has completed their course.

### 2 Manage overdue fees

- 2.1 Check accounting system for overdue payments.
- 2.2 Send out a payment reminder through the accounting system for overdue fees. Give a further 5 days for payment.
- 2.3 Where invoices remain unpaid following the reminder, send out a First Warning Letter for non-payment of fees.
- 2.4 If fees remain unpaid after a further 5 days, follow up with a Second Warning Letter for non-payment of fees.
- 2.5 If fees remain unpaid after a further 5 days, follow up with a Notice of Intention to Report for non-payment of fees.
- 2.6 Where the student does not pay their fees and does not appeal the decision, report provider decision to cease enrolment for non-payment of fees on PRISMS within 31 days of the withdrawal being processed and according to the instructions provided in the PRISMS user guide.

### 3 Process refunds

- 3.1 For provider default notify students in writing using the Student Notice of Default Form within 3 working days of the default occurring.

- 3.2 Transfer the refund to the person who made the payment.
- 3.3 Process all other refunds according to the refund table and on receipt of a request for refund from a student on Application for Refund form.
- 3.4 Update the accounting system with details of payments made.

#### **4 Notify of provider default**

- 4.1 In relation to provider default, notify in writing ASQA and the TPS of the default within 3 working days of it occurring using the Notice of Provider default form.
- 4.2 Submit a Notice of Discharge of Obligations to ASQA and the TPS advising of the actions taking and within 7 days of completing all required actions.
- 4.3 In relation to provider default, notify in writing to ASQA and the TPS of the default within 3 working days of it occurring using the Notice of Provider default form.

#### ***Responsibilities***

The Administration and Student Support Officer is responsible for issuing invoices, following up on overdue fees and issuing warning letters and a cancellation notice for non-payment of fees and issuing refunds.

The RTO Manager is responsible for discussing and adjusting student financial arrangements if required, assessing refund applications, approving refund payments and for provider default notification.

The CEO is responsible for provider default notification.