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# International Fees, Charges and Refunds Policy and Procedure (CRICOS)

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**This document forms part of the Educare Operational Policies and Procedures Manual**

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## Introduction

Educare Training Institute Australasia ensures that all international students fees are collected in accordance with the requirements of the ESOS Framework and the Standards for RTOS 2015 and that refunds are processed as outlined in this policy. This policy ensures consistency, fairness and transparency for international students enrolled into an Educare course of study. It also guides staff in all operational areas to give sound advice to international students of their rights and obligations. Educare international students are made aware of the Fees, Charges and Refunds Policy before a student accepts enrolment through the Letter of Offer, at orientation and the Student Handbook.

## Purpose

The purpose of this policy and procedure is to clearly outline:

- fees and charges are accurately published
- how course fees are charged.
- how payments are processed.
- what they cover
- how fees paid in advance are protected
- the conditions under which a refund may apply
- how to apply for a refund

## Alignment to Standards for RTOs 2015

(<https://www.asqa.gov.au/standards/chapter-2/clauses-5.1-5.3>)

- 5.3 Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:
- a) all relevant fee information including:
    - i) fees that must be paid to the RTO
    - ii) payment terms and conditions including deposits and refunds.
  - b) the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies
  - c) the learner's right to obtain a refund for services not provided by the RTO in the event the:
    - i) arrangement is terminated early
    - ii) the RTO fails to provide the agreed services.
- 7.3 Protecting pre-paid fees by students: International Student Fees are protected through the Tuition Protection Service (TPS) see point 3.8

## Alignment to the Standards for Providers of Education and Training to Overseas Students National Code 2018 Part B

- 2.1.7 indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and the registered provider's cancellation and refund policies
- 3.3.4 list all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their course commences)
- 3.3.5 provide details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply

- 3.3.6 set out the circumstances in which personal information about the student may be disclosed by the registered provider, the Commonwealth including the TPS, or state or territory agencies, in accordance with the Privacy Act 1988
- 3.3.7 outline the registered provider's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals)
- 3.3.8 state that the student is responsible for keeping a copy of the written agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees
- 3.4.1 amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider)
- 3.4.2 processes for claiming a refund
- 3.4.3 the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act
- 3.4.4 a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
- 3.4.5 a statement that "This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies".

## Policy Statement

Educare will ensure that fees, charges and refunds are accurate

### 1. Fees and Charges

#### Marketing and Admissions

- 1.1 Educare publishes accurate information about fees, charges and refunds in relevant information sources such as the Educare website, international student prospectus, student agreement and/or Letter of Offer, Student Handbook to ensure that students have access to sufficient information enabling them to make an informed decision on their financial commitment to undertake a course/s with Educare.
- 1.2 Educare publishes increases in future fees and charges at least 3 months prior in relevant information sources. Educare informs students in writing and evidence is kept on the students file.
- 1.3 Educare will not accept any course money from international students on a student visa until such time as the student has accepted the Letter of Offer, which constitutes a binding agreement between the student and Educare College. This can occur concurrently, however. Sometimes, due to differences in time zones and similar issues related to dealing with other countries, monies can be received before the executed Letter of Offer has been received by Educare College. In these situations, any monies received from the international student or their representative will not be drawn down upon until a course acceptance of the place offered by the student has been received.
- 1.4 Tuition and administration fees are non-transferable to other students or other institutions.
- 1.5 Educare holds all pre-paid student fees received from future students in a secure bank account. Student fees are drawn upon once the student has commenced their studies.
- 1.6 Educare does not collect more than 50% of the total tuition fee unless the student or their sponsor informs Educare in writing to choose to pay more than 50%. Prepaid fees are protected through the Tuition Protection Service (TPS).
- 1.7 Educare securely stores a copy of the Letters of Offer including the written agreement outlining the student fees and charges in the Student Management System.

## Invoicing and Payment

- 1.8 Educare accounts issues regular invoices for each study period 4 weeks prior to a study period/term start listing itemised components of course related fees & charges (GST Free). If applicable additional goods and services purchased will be invoiced separately e.g. airport pick up, additional mentoring or coaching or equipment which are optional, but a student may wish to access.
- 1.9 Fees must be paid as per the payment schedule outlined in the Letter of Offer. Educare prefers to receive payment by electronic bank transfer or Credit Card (surcharge applies). International students must ensure that they add their Invoice Number and Full Name when transferring money into the nominated Educare bank account.
- 1.10 If a student defaults on their enrolment due to visa changes (visa refused, PR or change of visa), APPENDIX A outlines fees payable by the student or if fees have been prepaid, refunds payable by Educare.
- 1.11 Educare issues a receipt for every payment made to Educare. It is highly recommended that students keep their payment records in a secure place.
- 1.12 Students that select a Package Course that contains multiple qualifications will be offered a price relating to the Package Deal. The total tuition fee of the package will be charged as per the payment plan detailed in the Letter of Offer.
- 1.13 Any payment plan entered into divides the total price over the expected duration of the enrolment.

## Issuing of Qualifications

- 1.12 Educare will issue qualifications and record of results only if all fees relating to this qualification are paid in full.

## Late Fees and Non-Payment of Fees

- 1.13 Educare will issue one warning letter for overdue fees via email
- 1.14 Educare will issue a Notice Of Intention To Cancel if overdue fees are not paid within 7 days after the warning letter has been sent.  
International Students have 20 days to either pay the outstanding amount or come to an arrangement with the Educare accounts team.
- 1.15 Non-Payment of Fees can result in the following actions by Educare:
  - Issue a suspension of study;
  - Remove access to Educare's resources, computer systems or online course;
  - Withhold academic transcripts and/or qualifications;
  - Cancel the enrolment;
  - Report Non-Payment of fees on PRISMS to inform the Department of Education and the Department of Home Affairs of the breach of student visa conditions;
- 1.16 Long standing debts will be referred to a debt collection agency where fees are more than 35 days past due and where no alternative arrangements have been made.

## Policy Access

Educare students are made aware of the Fees, Charges and Refunds Policy before a student accepts the enrolment through the Letter of Offer.

## Fees and Charges

All Fees and Charges are listed and explained in the Letter of Offer and in APPENDIX B

## 2. Refunds of Prepaid Fees

- 2.1 Educare's Refund Policy (CRICOS) includes provision for refunds of
- tuition fees
  - accommodation services (where relevant)
  - airport pickup (where relevant)
  - Refunds for OSHC should be referred to the OSHC provider (where relevant) (Agent organised Insurer)
- 2.2 This policy applies to all intending, commencing and continuing international students who have paid fees in advance.
- 2.3 As soon as an international student accepts a place offered by Educare and pays the associated fees, a binding contract is created between the student and Educare which is outlined in the Letter of Offer and the attached terms and conditions of enrolment.
2. After the Letter of Offer is executed, the Application fees and Administration fees are NOT refundable.
2. Where a payment plan is entered into, the payment plan has divided the total course or package cost over the expected duration of study (study period). When Students withdraw from a course or package prior to completion of entire course / package outlined in the letter of offer, all fees paid to that point are for services already provided by Educare College. There is no pre-paid fees applicable at the point of cancellations, therefore, no refund will be made to Students who have accepted the terms of a payment plan.
- 2.4 International students who apply for a refund under this policy are afforded the principles of natural justice, including the ability to lodge a complaint or appeal against any decision relevant to an application for refund request.
- 2.5 This policy and the availability of complaints and appeals processes do not remove the right of any student to act under Australia's consumer protection laws.

### Student Default

#### Student Visa Refusal

- 2.6 If a student visa application has been refused by the Department of Home Affairs (DHA), the student agrees to provide Educare with a copy of the decision letter from DHA to confirm that the student visa application has been refused.
- 2.7 For the student to receive a refund, a copy of this letter must be provided to Educare as evidence of the visa refusal and for the student to obtain a refund in accordance with the Refund Policy (CRICOS).

#### Student Visa Refusal due to Fraudulent Documents

- 2.8 If a student visa application has been refused by DHA due to fraudulent documents, the student is not entitled to a refund.
- 2.9 Where the refusal letter is not provided, the refund will be calculated as per a student withdrawal as listed in APPENDIX A

#### Student withdraws enrolment prior to course start

- 2.10 Where a student cancels or defaults in accordance with the meaning given in this policy, the cancellation fee and/or refund listed in APPENDIX A applies.  
If a student withdraws due to compassionate or compelling reasons, Educare encourages the student to provide sufficient evidence in their application and attach evidence from a third party.
- 2.11 Students who have not prepaid fees when entering an Educare pathway course and are not financial at the time of cancellation need to consider the following:
- A cancellation fee applies as listed in APPENDIX A
  - If any fees are outstanding or overdue, these fees must be paid prior to Educare cancelling the enrolment.
  - Educare reserves the right to engage a debt collection agency to collect outstanding fees.

#### Student withdraws enrolment after course start

- 2.12 Where a student cancels or defaults in accordance with the meaning given in this policy, the cancellation / withdrawal fee and/or refund listed in APPENDIX A applies.

## Provider Default

- 2.13 In the unlikely event Educare ceases to provide a course of study and Educare is at fault, all unspent prepaid tuition fees to date will be refunded to the student within fourteen (14) days of the default day including other associated fees, Educare will:
- offer you an alternative place at Educare expense, that is accepted by you in writing; or
  - refund any prepaid fees or the unused portion.

## Tuition Protection Service

The TPS is an initiative of the Australian Government to assist international students whose education providers are 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.
- 2.14 If Educare is unable to provide a place in an alternative course and Educare is not in a position to refund the unexpended pre-paid tuition fees, Educare will notify the TPS Director within three (3) business days of the default or intention to default. At this time, Educare will have fourteen (14) days to satisfy its tuition protection obligations to current students.
- Subsequent to the fourteen (14) days lapsing, Educare will have a further seven (7) days to advise the TPS Director of the final outcome.
- The student shall be referred to the Tuition Protection Service [www.tps.gov.au](http://www.tps.gov.au) , who will place the student in a suitable alternative course or if a suitable course cannot be found, pay a refund as calculated by the TPS Administrator.

Where the student wishes to obtain further information about the Tuition Protection Service (TPS), it can be found at the following website: <https://tps.gov.au/StaticContent/Get/StudentInformation> . For further information relating to the Tuition Protection Service (TPS) see APPENDIX C which gives a comprehensive overview of arrangements provided by the TPS.



## How to apply for a refund?

All international students seeking a refund for any purpose must complete the “Application for Refund Form” including any supporting evidence as required and email to [international@educare.edu.au](mailto:international@educare.edu.au).

It should be noted that making an application for a cancellation of enrolment or a letter of release are not indicators that you are also seeking a refund. An “Application for Refund Form” must be completed at all times a refund is being sought.

If the applicant is under the age of 18 years, the guardian must sign the refund form.

A processing time of up to 28 days applies, however students are generally informed in writing within 7 days by accounts if the refund application has been declined.

## Circumstances which do not qualify for a refund:

- The international student has no pre-paid fees against their current enrolment;
- If the international student has loaned equipment and/or resources from Educare which has not been returned;
- A complaint or appeal is in progress that is related or linked to the application for a refund.
- A payment plan has been set up that only charges the fees due at the time of the debit from the Students nominated account.

## Payment of Refunds:

Refunds will be provided into the international student’s nominated bank account in their own name unless:

- The international student is under the age of 18 years, in which case, the refund will be provided to the parent or legal guardian responsible for the international student.
- In the event that the international student is deceased or incapable of nominating a bank account, the refund will be provided to the parent or legal guardian as nominated on the international student’s emergency contact details form.
- Under no circumstances will an international student’s refund be paid to an education and/or migration agent or other third party without the international student’s written consent and that consent is written in the English language.

Where a refund is processed for overseas payments for international students in accordance with this policy, international students will be charged any bank fees associated with the transfer of funds which will be deducted from the refund.

## Written Confirmation or Decline of Refunds Application

### Refunds Approved

In all cases where a refund is approved and processed, the international student will receive a written statement that details how the refund was calculated and where it was paid into.

### Refunds Declined

In all cases where an international student applies for a refund and the refund is declined, a written statement will be provided to the international student outlining the reasons for the decision by Educare to reject the application for a refund.

### Refunds Payments made in Error

The student agrees to repay Educare (on demand) for any payments credited to the student in error. Educare reserves the right to offset the amount of any over payment made in error against any liability (including any future debt) owing to Educare by the student.

## Processing Time

All refunds, except those for provider default, will be processed within twenty-eight (28) days of the written application being received by Educare.

## Right to Appeal a Decision

Students have the right to access the Educare complaints and appeals process should they disagree following the "Complaints and Appeal Policy". Complaints and Appeals may be lodged in person, phone (07 3726 5399) or email (complaints@educare.edu.au)

## APPENDIX A

Cancellation/ Refund of Fees – please note that the Enrolment & Administration Fee is non-refundable!

### Student Default – Visa refused

Student Default	Timeline	Evidence Required	Cancellation Fee	Refund
<b>Student Visa refused</b>	Before Course Commencement	Copy of Letter from DHA student visa decision	\$500 (Application and Administration Fees) <b>PLUS</b> The lesser amount of either 5% of total course fee or \$500 or applicable tuition fee	Prepaid Tuition Fees less the Cancellation Fee/s
<b>Visa refused due to fraudulent documents or Visa refused after the course has started</b>	Before Course Commencement	Copy of Letter from DHA student visa decision	\$500 (Application and Administration Fees) <b>PLUS</b> The lesser amount of either 5% of total course fee or \$500 or applicable tuition fee	Prepaid Tuition Fees less the Cancellation Fee/s

### Student Default after student visa has been issued

<b>Student with a student visa withdraws</b>	More than 10- weeks before course start		\$500 (Application and Administration Fees) <b>PLUS</b> \$250 withdrawal administration fee	Prepaid Tuition Fees less the Cancellation Fee/s.
<b>Student with a student visa withdraws</b>	Less than 10 weeks before course start		\$500 (Application and Administration Fees) <b>PLUS</b> \$500 withdrawal administration fee	Prepaid Tuition Fees less the Cancellation Fee/s
<b>Student with a student visa withdraws</b>	On or after course start		\$500 (Application and Administration Fees) <b>PLUS</b> Full Course Fee for all study periods in the enrolled course up to the date of withdrawal	Tuition fees if pre-paid for study period after withdrawal date
<b>Change of Visa Status</b>	Less than 4 weeks before course start	Copy of Letter from DHA student visa decision	\$500 (Application and Administration Fees) <b>PLUS</b> \$500 withdrawal administration fee	Prepaid Tuition Fees less the Cancellation Fee/s
<b>Change of Visa Status</b>	On or after course start	Copy of Letter from DHA student visa decision	\$500 (Application and Administration Fees) <b>PLUS</b> Full Course Fee for all study periods in the enrolled course up to the date of withdrawal	Tuition fees if pre-paid for study period after withdrawal date

### Educare Default

<b>Educare fails to provide the course offered, or terminates a service offered or ceases to operate</b>	At all times	Full Refund if the student wishes to transfer to another provider  If TPS is responsible, please check the website <a href="https://tps.gov.au/StaticContent/Get/StudentInformation">https://tps.gov.au/StaticContent/Get/StudentInformation</a>		
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## APPENDIX B:

### Fees and Charges

#### Type of Fees

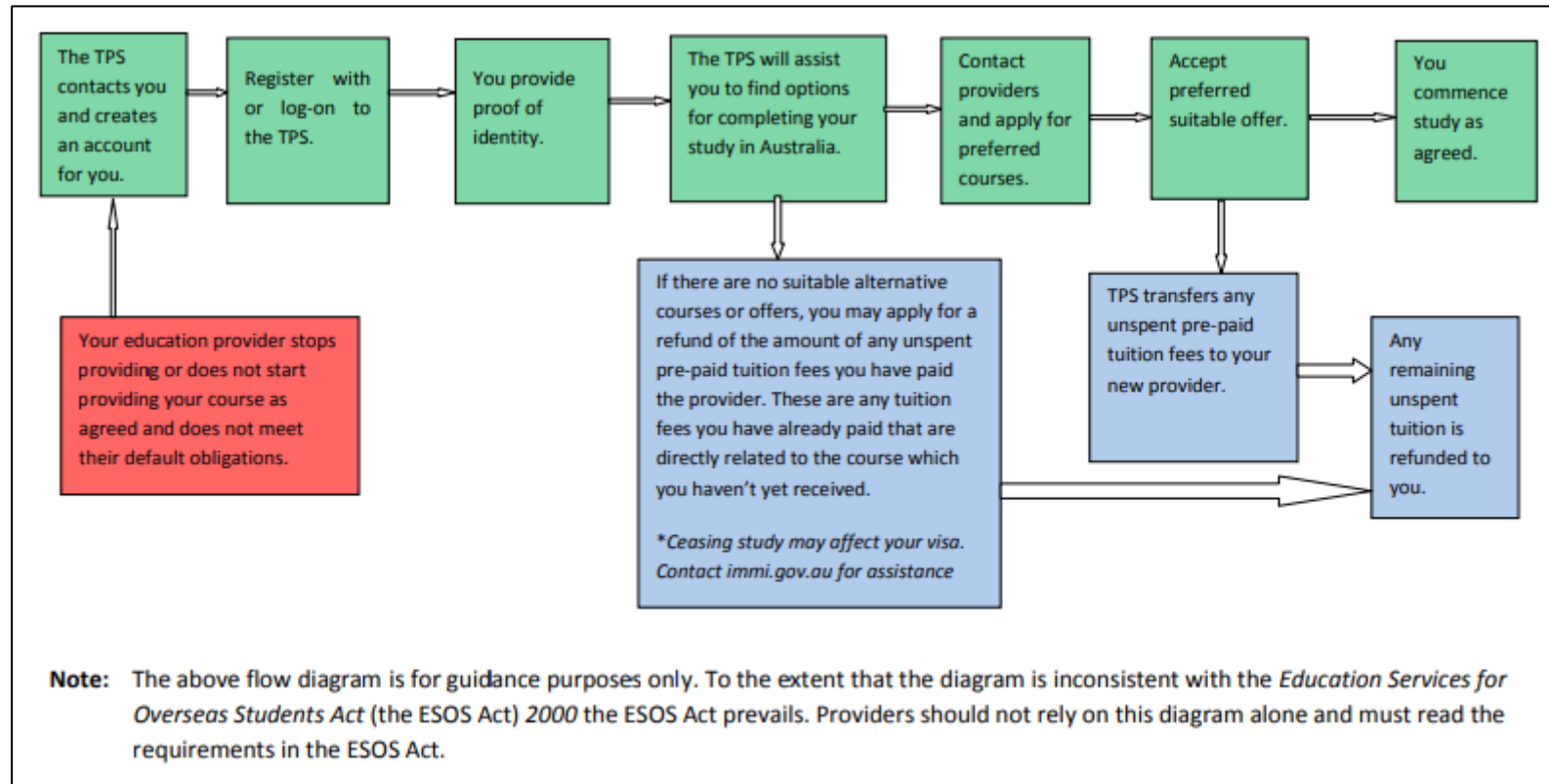
Application Fee	Is a one-off fee for an international student visa application for enrolment and is non-refundable
Administration Fee	Is a one-off fee for an administration and processing and is non-refundable
Tuition Fee(s)	This fee is for the actual course or package and is stated in the <b>Letter of Offer</b> . If taking multiple courses, the tuition fee is detailed per course including the payment due dates for each study period.
Materials Fee	The material fee is to cover additional learning resources including e- books, industry placements, excursions, WIFI, LMS (MOODLE) etc. It is a once off fee per course and is non-refundable after the course has started.
Enrolment Variation Fee	This fee is to cover the administrative cost to re-issue a Letter of Offer and adjust Confirmation of Enrolment

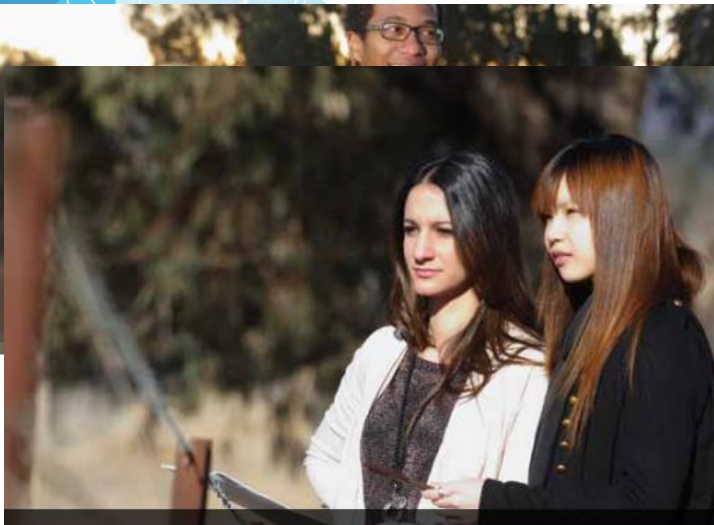
#### Other Fees and Charges

Variation of Enrolment Fee	\$250.00
Credit Transfer	No charge
Photocopying & Printing:	<i>Complimentary</i> Black and white \$0.40 Colour
Re-issue of Student Card	\$10.00
Airport Pick up	To be quoted
Late Payment Fees	\$100.00
Cancellation / Withdrawal Fees	As per the policy / Appendix A

## APPENDIX C

### The TPS Overview - How Does It Work for International Students?





## What is the ESOS Act?

The *Education Services for Overseas Students Act 2000* (the ESOS Act) and related laws set out the requirements for education institutions (providers) who deliver education services to international students on a student visa. These laws are there to protect international students and also help ensure students meet student visa conditions for attending classes and making satisfactory progress in their studies while in Australia.

## Studying in Australia

Australia has been providing high quality education to students from around the world for many years.

Over 1200 Australian providers teach international students who are in Australia on a student visa. Before an education provider can enrol any international student they have to meet all the same high quality standards required for Australian students, as well as extra requirements to protect the interests of international students. These requirements are in the ESOS Act, which was reviewed in 2009 and since updated to make it simpler, smarter and stronger.

Both publicly-funded and private education providers must meet the same quality requirements and be registered under the ESOS Act.

Providers who deliver education and training to international students may be large or small, deliver one level of course or a mix of courses from basic English language programs through to higher education awards.

## What's changed?

For many years Australia has been a world leader in protecting the tuition fees of international students studying in Australia on a student visa.

Changes to the ESOS Act make these protections even stronger. Additionally an Overseas Students Ombudsman was established in 2011 to assist overseas students who have a complaint about a private provider. Students of publicly-funded providers already have access to the relevant State Ombudsman.

Most international students have a positive study experience in Australia and one of the reasons they choose to come to study here is because they are well-protected by providers and the Government. On the rare occasions that a provider is unable to deliver a course you have paid for and does not meet their legal obligations to make alternative course placements or provide you with a refund, it is good to know there is help available.

From 1 July 2012 a Tuition Protection Service (TPS) will operate, backed by all education providers who enrol international students.

Additionally, providers:

- must meet stricter requirements to be registered with the Australian Government
- face tougher penalties if they don't assist or refund students according to the law
- must keep accurate records of student contact details and any units of study completed.

## What is the TPS?

The TPS will help you quickly find another course, if your provider can't deliver the course you have paid for. The TPS will use an online placement service to give you all the information you need so you understand your options and can choose an alternative course that best suits you. Additional assistance will be available if you need it. You will still have to meet all the course entry requirements of another provider and any extra costs if the provider is more expensive than the one you originally enrolled with.

## What if I can't find a course that I like?

If you are unable to find an alternative course after a reasonable period of time set by the TPS, the TPS will refund you the tuition fees you have paid for the part of the course that you haven't yet received. If you do receive a refund, you are still required to meet all the conditions of your student visa in terms of having a current enrolment. For more information on your student visa obligations, please visit the Department of Immigration and Citizenship (DIAC) website: [www.immi.gov.au](http://www.immi.gov.au).

## What if I need a new student visa?

If you require a new student visa as a result of a closure of an education provider, you should contact DIAC immediately. Contact details are available on the DIAC website: [www.immi.gov.au](http://www.immi.gov.au)

## Written agreements

Under Australian law, when you accept an offer of a course, it must be in the form of a written agreement. This is the document that you sign when you enrol with an education provider.

In your written agreement, providers must give you detailed information on:

- the course you are enrolled in
- payment plan for tuition fees including the number and length of each study period
- any non-tuition fees
- refund entitlements in different situations
- course requirements including minimum English language
- requirements on attendance and making satisfactory progress
- any services that can support you or keep you safe.