

PP2.8 (B) – Fees Refund Policy

Policy area	Student Support
Standards	Outcome Standards for RTOs, Standard 2.1 (c) (iii), (d), (e) Compliance Standards for RTOs for RTOs, Standard 18
Responsibility	CEO, RTO Manager
Classification	Internal Only

1. Purpose

The purpose of this policy and procedure is to ensure:

Gippsland Trade Institute adopts a refund policy that is fair to students who have valid reasons for requesting refunds and who give Gippsland Trade Institute sufficient notice, while at the same time protecting Gippsland Trade Institute from suffering economic loss that may be caused by refund requests that are not submitted within the required timeframe.

To set out the circumstances under which students may claim a refund and the associated procedures for handling refunds.

2. Definitions

Training product means AQF qualification, skill set, unit of competency, accredited short course and module.

Short course means a low cost, short duration with a small number of units of competency usually conducted over 1-5 days. These courses usually relate to specific skills required in the workplace or required due to licencing or certification requirements.

Long course means a course designed to prepare the student to perform a vocational occupation such as a full qualification or a substantial course made up of multiple units of competency. These courses are usually delivered over many weeks or years.

The threshold for prepaid fee amount means the amount of fees a prospect Gippsland Trade Institute or current student can be required to prepay is in excess of a total of \$1,500. The purpose of a threshold for prepaid fee amounts is to limit the amount of money that can be required for payment by a student in advance of a service being delivered. It is a consumer protection measure.

Enrolment fee means a payment required to be paid by a student enrolling into a Long Course to cover the cost of administering the enrolment.

Tuition fee means the payment required to be paid by the student to cover the cost of materials, textbooks, student services and training and assessment services.

3. Policy statement

- 3.1** The only refundable fees are the tuition fees. Fee refunds will be based on unexpended (unused) tuition fees.
- 3.2** Where an enrolment change is necessitated by illness or other exceptional and compassionate circumstances beyond the student's control and which prevent the student from completing studies in that study period, any refund of tuition fees is contingent upon approval of the refund by the CEO.
- 3.3** The fees and charges required to be paid to Gippsland Trade Institute by a student will be as specified in a signed written agreement between the student and Gippsland Trade Institute that is entered into prior to the student commencing in the course(s) to which the agreement pertains.
- 3.4** Fees and charges may be consolidated under a "package" if the student is enrolled in more than one course at Gippsland Trade Institute.
- 3.5** Gippsland Trade Institute does not allow its Education Agents to collect any tuition fees on its behalf. The following refund conditions and procedures will apply to all the fees paid to Gippsland Trade Institute.

Fee Refund Condition	Portion of Tuition Fee Refundable
Visa refused prior to commencement	The amount of refund is the amount of the course fees, minus the lesser of the following amounts: <ul style="list-style-type: none"> a) 5% of the amount of course fees received in respect of the student before the default day; OR \$500
Visa extension refused/Visa cancelled due to actions of the student (after course commences – on-shore students)	Refund will be calculated as per refund amount calculator# and there will be no refund on any non-tuition fees paid https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20OESOS%20refund%20specification%2040714%20(2).pdf (Default period of Provider

	taken in account)
Visa refused due to fraudulent documents submitted by the student	No refund
Withdrawal at least 8 weeks prior to course commencement date	Full refund of course except application fee
Withdrawal at least 4 to 7 weeks prior to course commencement date	Refund 50% of the fee received except application fee.
written notice of withdrawal is received by the institute within 4 full weeks or less before the agreed start date	No refund will be provided
Institute is unable to provide the course and/or at location for which the original offer was made before commencement (Provider default)	Full refund of course fees
Course withdrawn by the Institute after commencement (Provider default)	Calculation as per Refund amount https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20ESOS%20refund%20specification%2040714%20(2).pdf (Default period of Provider taken in account)
Gippsland Trade Institute fails to enter into a written agreement or the written agreement is not compliant with the requirements of ESOS Act and National Code 2018 (Provider default)	Calculation as per Refund amount https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20ESOS%20refund%20specification%2040714%20(2).pdf (Default period of Provider taken in account)
Airport pick-up	No refund (if requested later than 4 weeks before the scheduled pick up)
OSHC Refund Policy (Calculation of refund will be done as per the policy provider)	If Gippsland Trade Institute has organised the OSHC, we will refund the OSHC directly to the student under following conditions: <ul style="list-style-type: none"> • Student request to cancel OSHC • Student Visa Rejected • Change of OSHC provider
Course Fees is Sum of Tuition fee, and Non-tuition fee (including any tuition and non-tuition fees collected by education agents on behalf of Gippsland Trade Institute)	
Source: https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20ESOS%20refund%20specification%2040714%20(2).pdf	

Note* If the institute is unable to provide a refund or place the student in an alternative Gippsland Trade Institute course, the TPS will provide the student with options for suitable alternative Gippsland Trade Institute courses (if any such courses are available), or if this is not possible, the student will be eligible for a refund as calculated by the TPS/Accounts Officer.

4. Considerations

None

5. Procedure

Steps	Person/s responsible
5.1 Processing Refunds	
i.	All refund claims must be submitted in writing via College's Refund Request Form accompanied by appropriate supporting documents as specified to Accounts Department of Gippsland Trade Institute.
ii.	Gippsland Trade Institute staff who are approached with initial notice of cancellation are to ensure the student understands their rights with regards to the refunding of tuition fees.
iii.	All refund applications must be made and signed in person by the student. Where it is not possible for a student to be present in person (e.g. students residing overseas or international students) to claim a refund, the student must send a scanned copy of their signed forms to the Accounts officer by email. On receipts of email application, the Student Administration Officer will verify student's signatures on records and may also telephone the student to verify student's identity. No refunds will be made on email until the time when student's identity has been verified.
iv.	The RTO Manager/Accounts Department will consider all Refund Requests and authorise the request, information of the same will be given to the student whether their request is approved or not approved by the RTO Manager/Accounts Department will
	Accounts Department
	RTO Manager/Accounts Department
	Accounts officer
	RTO Manager/Accounts Department

v.	The Accounts Officer has the responsibility to process the refund claims and provide the student details and fee status to CEO for approval	Accounts officer, CEO
vi.	A student may appeal against a decision made with respect to fees, including refunds, and the appeal must be lodged in writing according to the processes for appeals as detailed in the Appeals Handling Policy. Availability of Gippsland Trade Institute's complaints and appeals processes does not remove the right of a student or an intending student to take action under Australia's consumer protection laws or to lodge an appeal with a relevant external body or to take other legal action.	CEO RTO Manager
vii.	<p>A refund of fees in relation to an international student will be made in the same currency in which the fees were paid and be made to the party who entered into the written agreement with Gippsland Trade Institute, unless that person directs Gippsland Trade Institute otherwise in writing.</p> <p>In normal circumstance, Gippsland Trade Institute will refund the amount within four (4) weeks after receipt of the completed and signed Refund Request Form together with appropriate supporting documents. Payments will be made to students by electronic transfer in their nominated bank accounts. For any refund to be paid to any other person than the students, a written authorisation from the student will be required.</p>	CEO, RTO Manager/Accounts Team

6. Other documents to consider with this policy

Policies

- PP2.2-Admission and Enrolment
- PP2.9-2.10 Complaints Handling and Appeals Policy

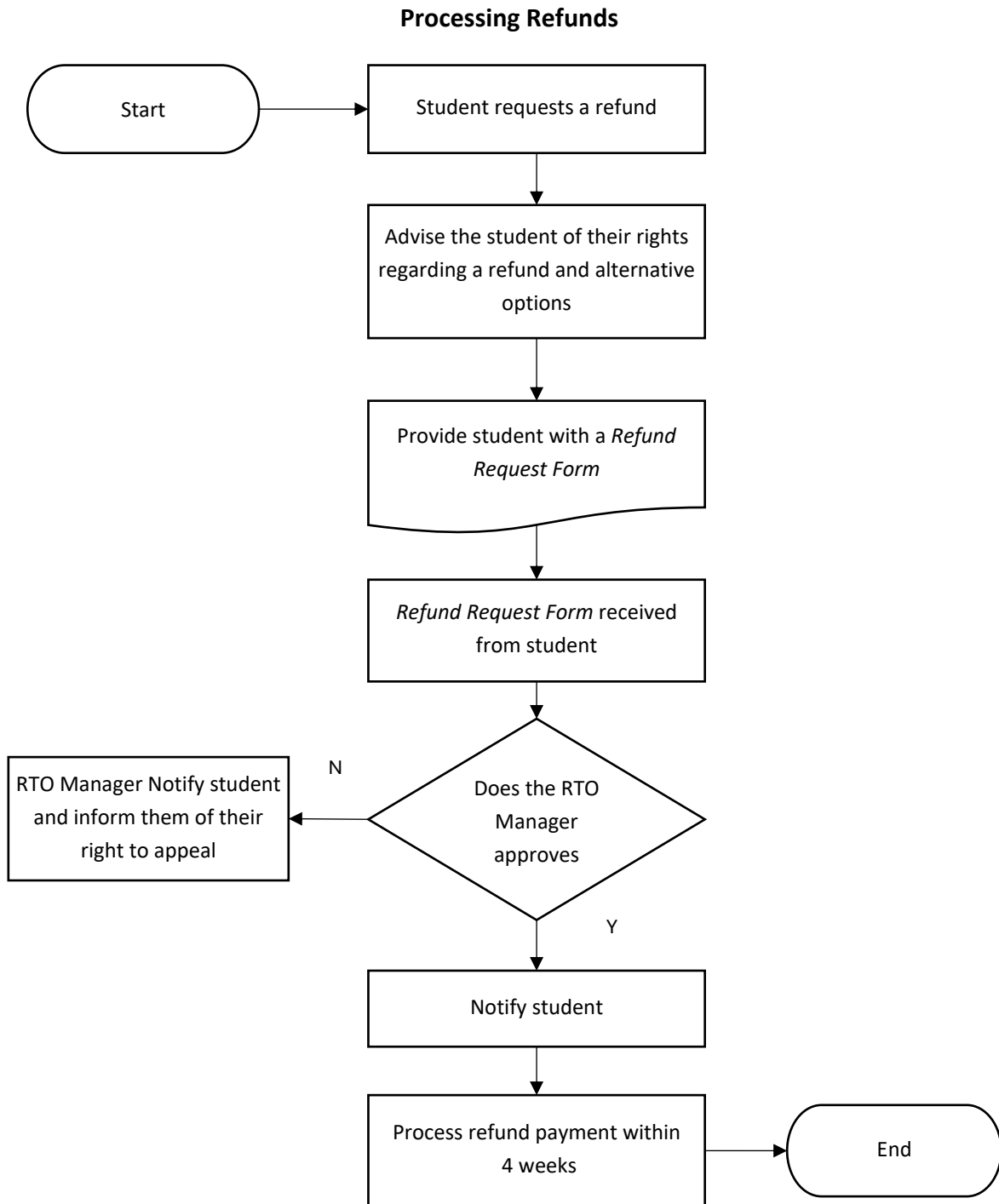
Forms

- Refund Request Form
- Schedule of Fees and Charges
- Complaints Handling Form
- Request to Appeal a Decision Form

Handbooks, manuals or other documents

None

7. Flow chart



8. Reference(s)

Outcome Standards for RTOs, Standard 2.1 VET students have access to clear and accurate information, including to make informed decisions about the training product and the RTO, and are made aware of changes that affect them. The RTO demonstrates: (c) (iii) any fees and costs payable by the VET student, including payment terms and conditions, refund policies and the availability of any relevant government training entitlements and subsidy arrangements, (d) prior to enrolment or before any fees are required to be paid, written information is provided to the VET student about the agreed training to be provided, the amount of any fees to be paid by the VET student, and the VET student's obligations, (e) how it identifies changes that affect VET students, including transition of superseded, deleted, or expired training products, and informs VET students of these as soon as practicable.

Compliance Standards for RTOs for RTOs, Standard 18. Where fees are prepaid, there are systems in place to ensure refund of these fees if the RTO is unable to deliver the agreed training and assessment.

- (1) **Compliance Standards for RTOs for RTOs, Standard 19.** Where an NVR registered training organisation or third party receives prepaid fees from or on behalf of an individual in excess of \$1500 in relation to the same VET course (the **threshold prepaid fee amount**), the organisation must:
 - (a) where the organisation is a government entity or an Australian university – comply with the requirements set out in subsections (2) and (3); or
 - (b) where the organisation is any other NVR registered training organisation – implement one or more of the arrangements set out in subsection (4).

Requirements for government entities and Australian universities

- (2) The NVR registered training organisation must have a policy in place for circumstances where the organisation is unable to provide the services to which the threshold prepaid fee amount relates (**prepaid fee policy**).
- (3) An NVR registered training organisation's prepaid fee policy must specify how an individual who has prepaid will:
 - (a) be placed into an equivalent course at a location suitable to the individual and receive all services for which the individual has prepaid at no additional cost to the individual; or

- (b) be refunded the prepaid fees for services yet to be delivered which are in excess of the threshold prepaid fee amount.

Requirements for other NVR registered training organisations

- (4) The NVR registered training organisation must implement one or more of the following arrangements:

- (a) an unconditional financial guarantee from a bank operating in Australia, provided:

- (i) at all times, the guarantee is at least equal to the total amount of prepaid fees held by the organisation in excess of the threshold prepaid fee amount; and
- (ii) the costs of establishing and maintaining the guarantee are met by the organisation.

- (1) Note: For example, where an NVR registered training organisation receives prepaid fees of \$2000 from three individuals (totalling \$6000), the guarantee must be at least equal to \$1500 (i.e. \$500 multiplied by three).

- (b) a current membership with a tuition assurance scheme operator which, if the organisation is unable to provide services for which the individual has prepaid, must ensure:

- (i) the individual will be placed into an equivalent course at a location suitable to the individual and receive all services for which the individual has prepaid at no additional cost to the individual; or
- (ii) if an equivalent course cannot be found – the individual will be refunded the prepaid fees which are in excess of the threshold prepaid fee amount.

- (c) any other fee protection measure approved by the National VET Regulator.

Australian Consumer Protection laws

<https://consumerlaw.gov.au/consumers-and-acl>

ATO GST reference:

<https://www.ato.gov.au/law/view/document?DocID=GST/GSTR20011/NAT/ATO/00001andPiT=99991231235958>

