

## SC5-I: Fees and Refunds Policy and Procedures

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### Purpose

The purpose of this policy and procedure is to outline Trinity Institute (Australia)'s approach to managing fees and refunds and to demonstrate how fees paid in advance are protected by Trinity Institute (Australia).

This ensures compliance with Clauses 5.3, 7.3 and Schedule 6 of the Standards, as well as the ESOS Act, Standards 2 and 3 of the *National Code of Practice for Providers of Education and Training to Overseas Students 2018*, the 2019 ESOS Regulations update, and the *Education Services for Overseas Students (Calculation of Refund) Specification 2014*.

### Definitions

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

**DESE** means Department of Education Skills and Employment

**ESOS Act** means the *Education Services for Overseas Students Act 2000* and Regulations

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

**PRISMS** means the Provider Registration and International Student Management System

**Services** means training, assessment, related educational and support services and/or activities related to the recruitment of prospective learners. It does not include services such as student counselling, mediation or ICT support

**Standards** means the *Standards for Registered Training Organisations (RTOs) 2015*

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### Default:

**Provider Default** means where Trinity Institute (Australia) 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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

**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the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or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
- Trinity Institute (Australia) 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 Trinity Institute (Australia) for the course
  - the student breached a condition of his/her student visa
  - misbehaviour by the student.

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.

## Policy

### 1. Protection of fees paid in advance

- Trinity Institute (Australia) protects the fees that are paid in advance.
- Fees are protected as follows:
  - Trinity Institute (Australia) does not require international students to pay more than 50% of course fees prior to course commencement. However, Trinity Institute (Australia) 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 not 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, Trinity Institute (Australia) will require students to pay the full cost of the course prior to course commencement.
  - Trinity Institute (Australia) pays into the Tuition Protection Service (TPS) provided by the Australian Government.

### 2. Fees and refund information

- All potential students are provided with general fee information on course information, and itemised fee information on Letters of Offer, prior to the student signing the Acceptance of Offer and enrolling.
- The Letter of Offer and Written Agreement also clearly outlines all fees payable, as well as a payment schedule. Payments are usually made in instalments and are set out clearly in the Letter of Offer and Written Agreement.

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- Fee information provided to 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 fees to change over the duration of the course.
  - Payment options (including that international students may choose to pay more than 50% tuition fees before their course commences).
- The Written Agreement and the Student Handbook which are provided prior to enrolment, include information on this Fees and Refunds Policy and Procedure and informs the student of their consumer rights. Students are required to sign the Written Agreement in acknowledgement of the terms and conditions of enrolment and this Policy.
- Trinity Institute (Australia) does not use direct approach marketing or tele-sales and therefore no cooling-off period applies to its courses.
- Unless otherwise stated all fees included in the course information are those that will apply for the duration of the course.

### 3. Course fee inclusions

- Written Agreements clearly itemise all course fees, including tuition and non-tuition fees.
- Tuition fees are compulsory for a student's enrolment and are directly related to the provision of a course. Tuition fees include:
  - Provision of all of the training and assessment required for students to achieve the qualification or course in which they are enrolling within the attempts allowed, including conduct of practical and theoretical sessions by competent and qualified trainers and assessors, and provision of course learning materials.
  - 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).
  - Materials fees are a type of tuition fee as they are fees directly associated with a particular course, and include:
    - materials/items that are provided to each student – and become their property – so they can perform the skills associated with their course (for example, tool kits provided to carpentry students)
    - consumables that are expended during the delivery of a particular course (for example, timber and nails for carpentry courses)
    - use of Trinity Institute (Australia) resources and equipment that are operated during the delivery of a particular course (for example, nail guns for carpentry courses).
  - Note that not all courses have materials fees.

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- Non-tuition fees are fees that are not directly associated with any particular course and cover all instances in which additional fees may be charged. Non-tuition fees include:
  - The Application Fee, a fee covering the assessment of a potential student's admission, administration time for enrolment, and induction process.
  - Additional fees that apply for re-assessment, where a student fails to achieve a satisfactory outcome after two attempts at an assessment task.
  - Re-issuance or additional copies of certification documents.
  - Fees for deferral of study, late payment of tuition fees, or other circumstances in which additional fees may apply. Current non-tuition fees are outlined in the Letter of Offer and Student Handbook.
- Otherwise course fees (tuition or non-tuition) do not include:
  - Textbooks and optional materials that may be recommended but not required to complete a course
  - Stationery such as paper and pens
  - Overseas Student Health Cover
  - Airport pick ups.
- Trinity Institute (Australia) 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 bank transfer or via EFTPOS at Trinity Institute (Australia) Head Office, as per the details shown in the Letter of Offer and Written Agreement.
- Students who are experiencing difficulty in paying their fees are invited to call Trinity Institute (Australia) to make alternative arrangements for payment during their period of difficulty.
- Debts will be referred to a debt collection agency where fees are more than 40 days past due. Trinity Institute (Australia) also has the right to commence legal proceedings for any outstanding amounts owed. Students are liable for and will pay all costs including debt collection, commission, solicitor's fees and any out of pocket expense, and Trinity Institute (Australia) may place a default against the student with a credit reporting agency. Students will indemnify Trinity Institute (Australia) for the full amount of our legal and debt recovery costs.
- Trinity Institute (Australia) 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 two warnings regarding non-payment of fees and thereafter will be reported to DESE via PRISMS under student default.
- Receipts of payments will be kept for at least 2 years after the person ceases to be an accepted student.

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### 5. Refunds for international students

- Deposits are non-refundable, except in the circumstances detailed below.
  - A full refund of any fees paid (including the deposit) will apply if Trinity Institute (Australia) is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- A **full refund** of any tuition fees paid will be provided to students in any of the following circumstances:
  - Provider Default, where Trinity Institute (Australia) fails to start providing the course to the student at the location on the agreed starting day; and the student has not withdrawn from the course before the default day.
  - If a 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).
  - At the discretion of Trinity Institute (Australia)'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 Trinity Institute (Australia) and this is not due to incorrect or incomplete information being provided by the student.
  - Where a student withdraws 29+ days before course commencement, the tuition fees will be refunded.
- A **partial refund** of any tuition fees paid will also be provided in a range of circumstances as outlined below:
  - If Trinity Institute (Australia) fails to provide the course to the student after the course starts but before it is completed, or it ceases to be provided to the student at the location, and the student has not withdrawn from the course before the default day (Provider Default). The refund will be calculated from the day of the Default.
  - Partial refunds will also be provided in the same manner as for Provider Default (as above) where Trinity Institute (Australia) fails to enter into a Written Agreement with a student or the Written Agreement is not compliant with the requirements of the ESOS Act or the National Code 2018.
  - If a student has supplied incorrect or incomplete information and as a result Trinity Institute (Australia) withdraws the offer prior to commencement of the course, the student will be eligible to receive a refund of all tuition fees paid less a 20% administration fee.
  - If an international student is refused a visa (Student Default) before commencing their course, Trinity Institute (Australia) will refund the total amount of all tuition fees received for the course less whichever is the lower amount of 5% of the total amount of the fees or the sum of \$500.
  - Where a student withdraws from a course 0 – 28 days before course commencement, except for compassionate or compelling circumstances, the deposit paid will be refunded less a 50% administration fee.
  - Where a student withdraws or defers their course after the course has commenced and they have paid tuition fees for units that have not commenced, the refund will be calculated on a per unit

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cost calculated as the tuition fee less administration fees of 20%, divided by the total number of units in the course.

- Students are **not entitled to a refund** in the following circumstances:
  - 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 (Student Default).
  - Where Trinity Institute (Australia) terminates the student's enrolment because of a failure to:
    - comply with Trinity Institute (Australia) policies, or
    - breach of the Code of Conduct (misbehaviour), or
    - breach of visa conditions.
  - 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.
- Process for refunds:
  - In the event where a student is entitled to a full refund, Trinity Institute (Australia) will automatically conduct an assessment and issue the refund accordingly. In this case there is no need for a student to make an application for a refund. Refunds will be issued within 28 days.
  - Students who seek a refund or a reduction in fees owing can make an application for a refund in writing using the Application for Refund Form. The application must include the details and reason for the request.
- The refund assessment will be based on reviewing the Services provided to the student and the costs incurred by Trinity Institute (Australia) to provide those Services.
- The outcome of the refund assessment will be provided in writing to the student's registered residential address within 28 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.

REFUND SUMMARY TABLE	
Circumstance:	Refund due:
Trinity Institute (Australia) cancels course before commencement	Full refund of all fees
Trinity Institute (Australia) withdraws the student's course offer before commencement and this is not due to incorrect or incomplete information being provided by the student	Full refund of all fees
The student has supplied incorrect or incomplete information causing Trinity Institute (Australia) to withdraw the offer of the course prior to commencement	Application fee not refunded. Refund of tuition fees (including Materials fees) less a 20% administration fee
Trinity Institute (Australia) has not provided a Student Agreement that meets the requirements of the National Code 2018	Full refund of all unspent fees calculated as follows: <ul style="list-style-type: none"> <li>• Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default)</li> </ul>

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REFUND SUMMARY TABLE	
Circumstance:	Refund due:
Student withdraws 29+ days before course commencement	Application fee not refunded. Full refund of tuition fees (including material fees)
Student withdraws 0 - 28 days before course commencement	Application fee not refunded. Refund of tuition fees (including material fees) less a 50% administration fee
Student visa refusal before course commencement	Application fee not refunded. Refund of tuition fees (including material fees) less whichever is the lower amount of 5% of the total amount of the fees or the sum of \$500
Student does not commence due to illness, disability or where there is death of a close family member of the student (supported by sufficient documentary evidence)	Full refund of all fees
At the discretion of Trinity Institute (Australia)'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 (supported by sufficient documentary evidence)	Full refund of all fees
The student does not commence on the agreed start date and has not previously withdrawn	No refund
The student does not commence on the agreed start date and did not pay fees due	No refund
Trinity Institute (Australia) cancels course after commencement	Materials fees not refunded. Full refund of all unspent tuition fees calculated as follows: <ul style="list-style-type: none"> <li>Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default)</li> </ul>
Student withdraws or defers after course commencement	No refund for current term. Materials fees not refunded. Refund of unspent tuition fees for future unit/s of study not yet commenced less a 20% administration fee. Materials fees not refunded.
The student's enrolment is cancelled due to failure to comply with Trinity Institute (Australia) policies; breach of the Code of Conduct; or breach of visa condition/s	No refund
The student does not achieve the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment	No refund

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### 6. Recording and payment of refunds

- All refunds will be processed into the student's nominated bank account in their name
- If the student is deceased or incapable of nominating a bank account, the refund will be provided in the nominated account of the parent or legal guardian.
- Under no circumstances will a student's refund be paid to an education and/or migration agent or other third party without the student's written consent.
- Records of refund assessment decisions and issuance of refunds will be stored securely on the student's file and in Trinity Institute (Australia)'s accounts system.
- Refund assessment decisions can be subject to appeal, in accordance with Trinity Institute (Australia)'s Complaints and Appeals Policy and Procedure.

### 7. Publication

- This policy and procedure will be summarised in the International Student Handbook to ensure that fees and refunds requirements are clearly communicated to students before they commence their course.
- This policy and procedure will be published on Trinity Institute (Australia)'s website.
- This policy will also be covered during orientation for international students and induction for all academic staff.

## Procedures

### 1. Student fees

Refer

- Standards: Clauses 5.3, 7.3
- National Code 2018: Standard 3

Procedure	Responsibility
<p><b>A. Deposit invoices</b></p> <ul style="list-style-type: none"> <li>• All international students should pay their deposit (including application fee, material fee and first tuition fee instalment) upon enrolment.</li> <li>• Ensure there is a signed written Letter of Offer and Student Agreement on file.</li> </ul>	Administration Team
<p><b>B. Fee instalment invoices</b></p> <ul style="list-style-type: none"> <li>• Charge fee instalments in line with the relevant payment schedule for the course, outlined on the Letter of Offer and Student Agreement.</li> </ul>	Administration Manager and Finance Manager

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Procedure	Responsibility
<ul style="list-style-type: none"> <li>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.</li> <li>Students are required to pay their fees by the due date.</li> <li>Keep a copy of the receipt of payment on file.</li> </ul>	
<p><b>C. Receiving payments</b></p> <ul style="list-style-type: none"> <li>Payments can be made by bank transfer or via EFTPOS at Trinity Institute (Australia) Head Office.</li> <li>Fees for international students may not be collected until the Student Agreement has been signed.</li> <li>Record payments on Xero.</li> <li>Ensure receipts for payments from international students are retained for at least 2 years after the first payment is received.</li> </ul>	Finance Manager
<p><b>D. Managing overdue fees</b></p> <ul style="list-style-type: none"> <li>Call students for overdue payments 1 day following the due date.</li> <li>Send out first warning letter advising that their enrolment will be suspended or cancelled (as per Deferral, Suspension and Cancellation Policy and Procedures) on day after the due date regarding non-payment of fees and provide 4 days to make the payment.</li> <li>Send out second warning letter providing a further 5 days to pay regarding non-payment of fees when payment still remains unpaid after the first warning.</li> <li>Refer to Deferral, Suspension and Cancellation Policy and Procedures.</li> <li>Any student with an invoice over 40 business days past due should be referred to the debt collection agency.</li> </ul>	Administration Team and Finance Manager

### 2. Refunds

Refer

- Standards: Clauses 5.3, 7.3
- National Code 2018: Standard 3

Procedure	Responsibility
<ul style="list-style-type: none"> <li><b>Processing refunds – Provider Default</b></li> <li>Automatically issue a refund within 14 days to students who have enrolled and paid their application fee and the course is cancelled prior to commencement.</li> </ul>	Administration Team and Finance Manager

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Procedure	Responsibility
<ul style="list-style-type: none"> <li>Automatically issue a refund to students within 14 days where the course has commenced but is cancelled by Trinity Institute (Australia).</li> <li>If the student is deceased or incapable of nominating a bank account, check that the refund is being paid into the nominated account of the parent or legal guardian.</li> <li>If the refund is being paid into an account that is not the student's account, check that you have the student's written consent.</li> <li>Notify students to whom refunds are automatically issued in writing and issue refund. Record on file.</li> <li>All other students who withdraw from their course and seek a refund are to make a request for a refund in writing.</li> <li>Assess refund as per this Policy.</li> <li>Calculate the relevant refunds.</li> <li>Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable.</li> <li>For student default, process refunds within 28 days.</li> <li>Keep a copy of the refund assessment on the student's file.</li> </ul>	
<p><b>A. Processing refunds – Student Default</b></p> <ul style="list-style-type: none"> <li>All other students who withdraw from their course and seek a refund are to make a request for a refund in writing.</li> <li>Assess refund as per this Policy.</li> <li>Calculate the relevant refunds.</li> <li>Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable.</li> <li>Process refunds within 28 days.</li> <li>Keep a copy of the refund assessment on the student's file.</li> </ul>	Administration Team and Finance Manager

## Document Control

<b>Document No. &amp; Name:</b>	SC5-I Fees and Refunds PP v2.3
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<b>Approved By:</b>	Anne Murray-Bergan (CEO)
<b>Approval Date:</b>	September 2021
<b>Review Date:</b>	September 2023
<b>Standards (SRTOs):</b>	Clause 5.3; 7.3; Schedule 6; Schedule 6;
<b>Standards (National Code):</b>	Standard 2, 3
<b>Other legislation:</b>	<i>Education Services for Overseas Students Act 2000</i> <i>Education Services for Overseas Students (Calculation of Refund) Specification 2014</i>