

P26a - Fees Refund Policy for ATMC VET International Students

1.0 Purpose

The purpose of this policy and procedure is to ensure that ATMC complies with the legislative and administrative requirements of the; Education Services for Overseas Students (ESOS) Act 2000, the National Code 2018 and National Vocational Education and Training Regulator Act 2011, the Standards for Registered Training Organisations (RTOs) 2015 and the National Code of Practice for Providers of Education and Training to Overseas Students 2017 (CRICOS Standards) and any other relevant State Government Legislation that affects consumer rights and entitlements.

This policy and procedure applies to all VET international students of ATMC to ensure fees and refunds are handled equitably and fairly.

Except as provided by law, a refund of Tuition Fees will only be granted in accordance with this Refund Policy.

2.0 Responsibility

The Finance Controller is responsible for implementing this procedure and ensuring that staff and students are aware of its application and that staff comply with its requirements.

3.0 Implementation

This Policy will be implemented using the following strategies:

1. An announcement on the ATMC web site
2. Inclusion in the ATMC Student hand book
3. Referenced in a student's letter of offer and other marketing or promotion information provided to a prospective student prior to enrolment or the commencement of training.

4.0 Definition

Confirmation of Enrolment (CoE)

This is an official document printed via the PRISMS system on behalf of the Australian government confirming the enrolment of a student in a course. This document is required for an international student to apply for a student visa to undertake study.

Course Commencement Date for international students

Refers to the start date indicated in the first CoE issued by ATMC to a student, OR the commencement date in the COE for which the student visa is granted. This does not refer to the deferred or subsequent CoEs. In the event that an CoE was not issued, the refund will be calculated based on the commencement date indicated in the first Letter of Offer (LOF) issued to the student.

Study period

A study period is a discrete period of time measured in weeks and is specific to each course. Each course may contain one or more study periods. Any study period will not exceed 24 weeks. Within a course, the length of the final study period may be equivalent to, or shorter than other study periods.

Course Fee

Total of tuition fees and non-tuition fees.

Other Fees

Other fees include, but are not limited to Overseas Student Health Cover, Airport pick-up; Repeat Unit Fee; RLP Fee; Charge for Lost ID card; Charge for lost certificate; and others (if applicable).

International Student

A student who normally holds an Australian student visa or holds an applicable visa giving the individual the right to study in Australia.

Education agent

A person or organisation (in or outside Australia) who recruits overseas students and refers them to education providers. In doing so, the education agent may provide education counselling to overseas students as well as marketing and promotion services to education providers. Education agent does not refer to an education institution with whom an Australian provider has an agreement for the provision of education (that is teaching activities).

Enrolment Fee

The fee payable when an application is made to ATMC for an enrolment to a course or qualification. This fee is a non-refundable fee covering the cost of administration. Enrolment fee is applicable for every course a student applies.

Processing Fee

A processing fee of \$300 is chargeable where a student withdraws/is cancelled from a course and a refund is being processed.

Tuition Fees	<p>Tuition fees are compulsory fees for the delivery of the enrolled course, payable by the student to undertake the course.</p> <p>Tuition fees vary depending on student type (International, Fees for Service or Victorian Training Guarantee). Students are responsible for the tuition fees specified in the Letter of Offer. Upon signing a student written agreement, students thereby accept payment for tuition fees.</p>
Marketing	<p>Promotion of the provider and its courses and facilities to prospective overseas students and their parents or guardians, education agents, international organisations and other interested parties such as alumni.</p>
Non-tuition Fees	<p>Non-tuition fees cover items not directly related to tuition; this includes Material Fees.</p>
Minimum payment to obtain course COE	<p>International students must pay the required deposit at the time of the acceptance of the offer. At ATMC's discretion, the amount may be reduced at the time of issuing an COE. However, the student will not be admitted to the course until the total minimum payment required has been received.</p>
Payment Schedule Agreement (PSA)	<p>Students may sign a schedule which allows students to pay course fee in installments. For international students, tuition fees are incurred on the start of each study period within a course. If a student is in breach of their PSA, ATMC reserves the right to cancel the agreement and pursue the entire course fees owed.</p>
Default date	<p>Refers to the date specified on the student visa refusal letter, in the event that an international student is refused an Australian student visa. The default date is not included in the calculations of the refund.</p>

Student default

Refers to the circumstances where:

- the student does not start the course on the agreed course commencement date (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed course commencement date); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the followings:
 - the student failed to pay the due amount to the course provider;
 - the student breached a condition of their student visa;
 - misbehaviour by the student (as regulated by the Policy P01 – Student Code of Behaviour).

Provider default

Refers to the circumstances where ATMC fails to start the course or the course ceases to be provided after commencement and no alternative course can be offered and accepted by the student.

3.0 Requirements / Process

Refunds

- 3.1 The Refund policy has been developed to provide a fair and reasonable approach for students where withdrawals are concerned and a process for the registered provider to apply in regards to refunding fees. The refund amount will be based on how much notice is given by the student to ATMC prior to the course/study period commencement date.
- 3.2 If a student applies for a refund after commencing one or more study periods within the enrolled course, the refund will only be calculated based on subsequent study periods.
- 3.3 If a student is under eighteen (18) years of age their student's parents acknowledge and agree to the terms and conditions of the Refund Policy and Procedures for International Students upon signing the Student Written Agreement.
- 3.4 The terms and conditions set out in this Refund Policy and Procedures for International Students apply equally to commencing and continuing students, unless otherwise specified.
- 3.5 ATMC reserves the right to amend the non-refundable application fee and the aforementioned terms and conditions at any time to ensure compliance with applicable State and Federal laws. ATMC will notify students and their parents if the student is under eighteen (18) years of age of the changes within fourteen (14) working days after the amendment.
- 3.6 The tuition fees paid must be cleared at the time a student makes an application for a refund and/or any debts owed to ATMC must be settled prior to the application being processed.
- 3.7 ATMC may, at its absolute discretion, refund to the student all or part(s) of the tuition fees paid where it determines that there are extenuating or compassionate circumstances. Students must provide supporting documented evidence to substantiate the claims.

- 3.8 This policy, the Student Written Agreement and the availability of complaints and appeals processes, do not remove students' right to take further action under Australia's consumer protection laws.

Procedure for claiming a refund

- The process starts when a student withdraws or cancels their enrolled course(s) by submitting the cancellation form.
 - SS115.a_Cancellation Form (International Students)
- If the student believes they are due or are entitled to a refund, the student is to make a refund application. Refund applications must be made by completing the Refund Application Form FN108, available from ATMC's website.
- The completed form must then be submitted by email to refunds@atmc.edu.au, in person, or by fax (03) 9654 1049, attention the Financial Controller ATMC Finance Department.
 - Students must attach with the Refund Request Form:
 - a. a copy of their passport (including the signature page);
 - b. a statement explaining why they are requesting a refund;
 - c. appropriate evidence to support their claim for a refund.
- The submitted form is reviewed by the finance controller or their delegate to ensure completeness. The finance controller or their delegate then signs and enters the date of receipt.
- The form is passed to the Finance Department. A Finance Officer reviews the student's current payment status and amounts owing.
- The student file is checked against SMS to confirm the agreed course commencement date. Refund is then calculated based on the refund tables (see below).
- For an international student, in the event that an CoE was not issued, the refund will be calculated based on the commencement date indicated in the first Letter of Offer (LOF) issued to the student.
- Before the refund can be issued, it must be approved by a Finance Officer (except for cases related to provider default).
- In the event that the student is requesting a refund due to returning home, they must evidence their departure. This will be verified by the registered provider by checking their location with the Department of Immigration and Border Protection prior to processing the refund.
- In the circumstances referred to in 3.9 below, a refund will be processed within 20 working days after the submission of cancellation form and all requested documents.
- Refunds are paid in Australian dollars and will only be made if the registered provider has already received cleared monies in its bank account.
- If application is successful, the refund will be paid to the student or another person nominated in writing by the student. If a credit card was used to make payment(s), the refunded amount will be processed on to that credit card.

3.9 Refunds will be made according to the following refund tables, each of which is tailored to a specific type of students (international, Fees for Service and Victorian Training Guarantee).

a	A refund processing fee of \$300 will be deducted in cases that relate to student default *. (Except in d)	Less \$300 refund processing fee
b	Material Fees are non-refundable if the student has collected the material packages. (Except in h: in case of ATMC default before course start date, the Material Fees are refundable)	No refund
c	Enrolment Fee is non-refundable under all circumstance mentioned below. (Except in h and d)	No refund
d	Student has been refused an Australian Student Visa and has not started the course (the visa refusal letter from immigration office is required)	100% refund Less 5% of paid tuition; or \$500 whichever is less for processing fee
e	Student has been refused an Australian Student Visa and has started the course (the visa refusal letter from immigration office is required to determine default date)	100% refund * *
f	Student has been cancelled an Australian Student Visa and has started the course (the visa cancelled letter from immigration office is required to determine default date) * *	No refund of the previously spent tuition fee for the course that student has enrolled or the commencement date has passed; the tuition for the subsequent course is refundable
g	The offer of a place is withdrawn by ATMC unless it is withdrawn due to incorrect or incomplete information supplied by or on behalf of the student, such as an education agent acting for and on behalf of the student, in which case any refund will be entirely at the registered providers discretion	Reviewed on case by case application
h	ATMC fails to start course or the course ceases to be provided after it starts (ATMC default)	100% refund * *
i	Withdrawal notified in writing and received by ATMC more than 20 working days prior to course commencement (student default) *	70% refund
j	Withdrawal notified in writing and received by ATMC 20 working days or less than 20 working days prior to course commencement (student default)*	50% refund
k	Withdrawals notified in writing and received by ATMC on or after the course commencement date or student did not commence study at campus location identified (student default) *	No refund of current study period course fees paid
l	Student's enrolment is suspended or cancelled by ATMC due to the student being in breach of the student written agreement (student default) *	No refund of current study period course fees paid

m	Deferment due to compelling circumstances beyond the student's control e.g. their student visa is delayed by circumstances beyond their direct control and they provide independent documentary evidence to support their claim and as a result they are not able to commence in the study period for which they applied;	The paid fees will be carried forward on a case-by-case basis.
n	Student has payment obligations to ATMC	Payment adjustments from students' pre-paid tuition fees for subsequent courses, the balance will be refunded
o	Withdrawal because the student has been granted Temporary Resident/Permanent Resident Visa during a study period	The total of all unpaid tuition fees are payable to ATMC and non-refundable; and No refund of any pre-paid tuition fees for the course

* **Student defaults** if 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 ATMC refuses to provide, or continue providing, the course to the student at the location because of one or more of the following: student fails to pay an amount payable to ATMC for the course; the student breached a condition of his/her student visa; misbehavior by the student; unsatisfactory course academic progress.

** **Refund calculation**

a) $Weekly\ tuition\ fee = 7 \times \left(\frac{\text{total tuition fee for the course}}{\text{number of calendar days in the course}} \right)$

b) $Weeks\ in\ default\ period = \frac{\left(\text{number of calendar days from the default day to the end of the period, to which the payment relates} \right)}{7}$

c) $Refund\ amount = weekly\ tuition\ fee \times number\ of\ weeks\ in\ default\ period$

Tuition protection service (TPS) framework

- 4.10 Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS requirements and the Tuition Protection Service Framework.
- 4.11. A student can pay full fees if the student wishes to, but the student is not required to pay more than 50% of the total tuition fees up front for the course before the student commences the course that is more than 25 weeks. The College requires 100% of the total tuition fees for short courses of 25 weeks or less.
- 4.12. In the unlikely event that the College is unable to deliver the student's course in full, the student will be offered a refund of pre-paid tuition fee the student has not utilised less a \$250 Enrolment Fee. The refund will be paid to the student within 14 days of the day on which the course ceased

being provided. Alternatively, the student may be offered enrolment in an alternative course by the College at no extra cost to the student. The student has the right to choose whether the student would prefer a refund of pre-paid tuition fee that has not been utilised, or to accept a place in another course. If the student chooses placement in another course, we will ask the student to sign a document to indicate that the student accepts the placement. If the College is unable to provide a refund or place the student in an alternative course, the Tuition Protection Service will assist the student in finding an alternative course or getting a refund of the student's unspent tuition fees if a suitable alternative is not found.

- 4.13. The College implements requirements for Provider Default - Part 5, Division 1, Subdivision A of the ESOS Act.
- 4.14. The College implements requirements for Student Default - Part 5, Division 2, Subdivision B of the ESOS Act.

Fees & refund information

- 4.15. All chargeable fees to international students and the terms and conditions of refunds are documented in the following places:
- i. Course Guide and information sent to education agents
 - ii. ATMC's website
 - iii. International Application for Enrolment Form
 - iv. International Student Written Agreement

Regulations governing International students

- 4.16. ATMC cannot require students to pay more than 50% of the total tuition fees before they start the course. However, students, or the person responsible for paying the tuition fees, can *choose* to pay more than 50 per cent of their tuition fees before they start their course if they wish to do so. Evidence that students have exercised choice in how much of their tuition fees are paid up front must be recorded.
- 4.17. ATMC is obliged to inform the Department of Home Affairs where an international student:
- completes their course(s) early; or
 - transfers to another provider; or
 - is excluded on academic grounds and consequently fails to meet their visa conditions; or
 - defers or suspends their study or changes the expected duration of their study.
- 4.18. Should an international student, who commences the course whilst awaiting an approval for a student visa, decide to withdraw prior to receiving the visa approval, the student will not be entitled to a refund (refer to international student refund table).
- 4.19. An international student may not submit an application for refund at the same time of applying for a letter of release. A refund application will be accepted once the student has been granted a letter of release; in which case, the refund calculation will be based on the date the student was granted the letter of release.

Fees Collection and Management related to international students

- 4.20. All fees collected in advance (i.e. prior to enrolment) from an international student will be held in ATMC Administration P/L account and will not be transferred to the trading account until the student commences the course, unless ATMC is certain that there will be no default (student or provider) involving this student.
- 4.21. When a student applies to ATMC for a course enrolment, their application is reviewed and accepted in accordance with the Admissions Policies (P02 & P03). If accepted, a Letter of Offer and Student Written Agreement are sent to the student. These documents identify:
- (a) Enrolment fee

- (b) Total Course fees (including Tuition fees and Material Fees)
- (c) Other fees including Overseas Student Health Cover, Airport pick-up; Repeat Unit Fee; RLP Fee; Charge for Lost ID card; Charge for lost certificate; and others (if applicable).
- (d) Minimum payment to obtain course CoE
- i) The student written agreement also identifies all possible fees that may be payable e.g. re-assessment fee and extension to CoE fee.
- ii) To obtain the CoE, the student must sign and return the student written agreement and pay the amount identified in “Minimum payment to obtain course CoE” specified in the Letter of Offer.
- iii) Prior to course commencement, the student must pay the difference between the minimum payment to obtain CoE and the total fee of a study period.
- iv) At the discretion of the Finance department, students may enter into an agreement to pay in installments. The installments are set by ATMC and are not subject to change.

When starting a second course

- 4.22. Students applying to start another course with ATMC are not allowed to commence until:
- The minimum payment related to tuition fee and material fees required as per the offer letter has been paid;
 - Student visa conditions are met
 - Any outstanding debts have been paid; and
 - Has attended orientation at ATMC.

Students with Package Offers

- 4.23. Where a student has received a package offer including the courses of ATMC and other RTO, the refund for the course(s) enrolled at ATMC is based on ATMC’s refund policy. The refund for the course(s) provided by the other RTO is subject to its refund policy.

Complaints and Appeal

- 4.24. If a student is dissatisfied with the outcome of the refund application, they may access the process outlined in the ATMC’s Complaints and Appeals Policy and Procedure available on the website.