



## Refund Policy and Procedure

### Purpose

This policy and these procedures explain the process for establishing and collecting fees and charges from students, protection processes for fees collected whilst the student is enrolled at Strathfield College and refund arrangements available to the students.

Applicants must agree to the terms and conditions of enrolment as provided within the Written Agreement and Letter of Offer and pay the required fees upon signing the agreement prior to training commencing. Failure to pay tuition fees is a breach of the Written Agreement and Letter of Offer and may be subject to the student's enrolment being cancelled.

Student tuition fees collected prior to their course commencing will be held in a separate holding bank account and not transferred to the general bank account until the course commences.

The balance of the holding bank account at any time will represent:

1. Tuition and materials fees collected from applicants who have signed an agreement but not yet commenced, and
2. Tuition fees collected from students who have commenced their course but have yet to commence one or more study periods.

Students must pay fees as agreed to in the enrolment contract.

All applicants that have paid a deposit are entitled to a 3-day cooling off period, with a full refund of the initial deposit.

### Related National Standards for Registered Training Organisations

To be compliant with Standard 5 of SRT0 2015, Strathfield College will meet the following:

Where Strathfield College collects fees from the individual student, either directly or through a third party, Strathfield College will provide or direct the student's 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 Strathfield College; and
  - 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;
- c) the learner's right to obtain a refund for services not provided by Strathfield College in the event the:
  - i) arrangement is terminated early; or
  - ii) Strathfield College fails to provide the agreed services.

### Procedure - Notification and Collection of Fees

**Please note:** Under ESOS legislation, Strathfield College will not collect in excess of 50% of the total tuition payable prior to commencement of the course. While Strathfield College cannot require students to pay more than 50% up front, it can accept more than 50% of tuition fees before a course starts if the student, or the person responsible for paying the fees, chooses to pay more.

*\*Tuition fee is inclusive of non-refundable application fee of AUD 200.00.*

### Procedure - Payment of fees

Fees are to be paid by direct bank deposit or credit card. Strathfield College accepts VISA, MasterCard and AMEX credit cards only. A 2.5% credit card fee applies with credit card payments via VISA and MasterCard and 3.5% for the payments



made via AMEX credit cards. Failure to pay tuition fees is a breach of the student's agreement and may be subject to their enrolment being cancelled.

The Financial Manager provides the CEO with monthly reports of outstanding tuition fees. The Financial Manager contacts the students (or request the agent to make contact if the student has not commenced their course) and ascertains the reason for the outstanding debt. The Financial Manager may:

1. Provide additional time for the student to pay where a student is experiencing hardship, OR
2. Cancel the student's enrolment if the fees are not paid within two weeks of signing the agreement.

### Other Course Fees that may be incurred (Non-tuition):

RPL Assessment Fee (Non – refundable)	\$100 per unit (subject)
Re-enrolment Fee	\$100
Credit Transfer Application Fee	\$25
Re-assessment Fee	\$50.00 per assessment task
Re-issue of a testamur (Certificate) or Statement of Attainment	\$50 per certificate or statement of attainment or Record of Results
Any fees paid by credit card will incur a credit card surcharge	<ul style="list-style-type: none"><li>• VISA and MasterCard – 2.5%</li><li>• AMEX – 3.5%</li></ul>
Bank Charges on processing refund payments such as Telegraphic Transfer or draft fees will be deducted from any refund.	Maximum Bank fee of \$40
Letters – Reference Letter / Course Progress Letter / Completion Letter	\$10 each

- A Re-enrolment Fee is charged where a student's enrolment is cancelled because of a student's actions. In case satisfactory academic progress is not maintained by a student and he/she needs to extend his/her COE to complete the qualification, a Re-enrolment Fee is charged in addition to the Re-assessment Fees for the units to be completed.
- A Re-assessment Fee is charged when a student is failed in any unit after 3 or more consecutive attempts. The Re-Assessment Fee charges are also subject to the CEO's discretion.
- A RPL Assessment Fee or a fee to re-issue of a testamur (Certificate) or Statement of Attainment are paid on application.

### Fee Protection

The following fee collection measures will be implemented:

- International students must pay the fees for the first study period's tuition plus material fees prior to the course commencing.
- All fees are to be deposited directly into Strathfield College's holding bank account. All tuition fees are to remain in this bank account until the student has commenced study with Strathfield College.
- On course commencement, Strathfield College may transfer enrolment fees from the holding bank account to the operating bank account.



## Refund Policy Conditions and Processes

Refunds will only be granted in accordance with the refund policy set out below.

Any student wanting to apply for a refund must submit a completed Refund Application Form to Student Services. The application form can be obtained from Student Services staff or by accessing Strathfield College's website.

All refund applications are to be assessed by the Financial Manager and applications processed within Twenty (20) working days of the application and evidence of documentation received. The Student will need to supply in writing, the nominated method of reimbursement. Refunds are accompanied by a statement outlining the total refunded amount.

### Please note:

- **Refunds applications after course commencement is only in relation to Tuition Fees only. Tuition fees and Material fees are specified in the Enrolment Acceptance Agreement.**
- **Strathfield College is not able to provide any refunds for fees paid to third parties such as Health insurance or fees paid directly to an education agent.**
- **Where the student breaches Strathfield College Policies and Procedures no refund is payable.**
- **Students cannot apply for a refund where there is default on payment of Tuition and material fees.**
- **Payment of a refund application cancels a student's enrolment.**

## Full Refunds

Strathfield College will make a refund of course fees paid in the following circumstances:

### 1. *Visa refused before commencement date*

In the event that a student's initial visa (prior to landing in Australia) is not granted, a full refund of fees received by the Institute will be issued to the student less the Application Fee.

**Please note: Without proof of refusal from the Department of Home Affairs, NO refund will be granted.**

### 2. *Strathfield College does not commence or ceases delivery of a course*

Strathfield College reserves the right to cancel or postpone any courses prior to their scheduled commencement dates, should it be necessary.

If Strathfield College does not commence a course on the due date a full refund of tuition fees paid will be made within 10 working days of the specified starting date in accordance with the refund provisions of the ESOS Act. Fees may be transferred to an alternative enrolment where the student agrees.

Where Strathfield College is unable to complete the course due to unforeseen circumstances, any 'unused tuition' fees are to be refunded to the student.

Where there is an instance of provider default in the above circumstances, Strathfield College may arrange for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding course money. Where the student agrees to this arrangement, Strathfield College will not be liable to refund the money owed for the original enrolment.

## Tuition Protection Service

In case of provider default, student tuition fees are protected under TPS (Tuition Protection Service). The Tuition Protection Service is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. For more information on TPS for international student, please visit: <https://tps.gov.au/>



### ***Partial Refund***

- ***Student withdraws more than 60 days before course commencement date or within cooling off period***

If a written notice of withdrawal is received more than 60 days prior to the initial course commencement, all fees paid are refundable, less the Application Fee.

- ***Student withdraws less than 60 days but more than 28 days before course commencement date***

If a written notice of withdrawal is received less than 60 days but more than 28 days prior to the initial course commencement, only course material fees are refundable.

### ***No Fee Refund***

#### ***Student withdraws less 28 days before course commencement date***

- If a written notice of withdrawal is received less than 28 days prior to the initial course commencement, there will be No refund.
- Strathfield College will not refund any RPL assessment fees should the student be deemed as unsuccessful in RPL. Note that the student may lodge an appeal on RPL decision at little or no cost – refer to the Complaints and Appeals Policy and Procedure.
- Non-tuition-based fees such as materials and/or equipment provided after course commencement will not be refunded under any circumstances.
- In the event that a student cancels their enrolment and requests a refund after the course commencement date, there will only be a refund on unused tuition fees for future study period/s. Overseas Students withdrawing from a course of study, will be reported to the Department of Home Affairs.
- A Student who withdraws from their studies after the commencement of their course is required to pay the balance of their tuition fees for the current study period before the date of cancellation of their COE.
- In the event that the student seeks and is granted approval by Strathfield College to transfer to another provider prior to completion of six-month study of the principal course, there will only be refund on unused tuition fee for future study period/s.
- In the event that the student's enrolment is cancelled because of misconduct by the student in terms of Strathfield College' Student Code of Conduct Policy or breach of student visa conditions there is no refund of any monies paid to Strathfield College.
- In the event that a Student's extension of Visa is not granted; there will only be a refund on unused tuition fees for future study period/s. Students are advised not to enrol or re-enrol if they are uncertain if their visa will be extended.
- In the event that a Student abandons their course without formally cancelling their enrolment, there will not be any refund. Student will be invoiced for the tuition fees before the date of cancellation of their COE.
- In an event where visa is cancelled due to any action of student, there is no refund.

### ***Extenuating Circumstances***

Students may have extenuating circumstances that prevent them from attending scheduled course dates that may include but are not limited to illness, family or personal matters, or other reasons that are out of the ordinary circumstances.

Where evidence can be successfully provided to support the student's circumstances, course fees may either be transferred to the next available course where applicable, or a refund of unused course fees will be issued. This decision of assessing the extenuating circumstances rests with the CEO and shall be assessed on a case by case situation.



### **Refund Procedure**

All refund applications must be made in writing using the Refund Application Form and must be submitted to the Financial Manager for approval. The refunds will be processed towards the nominated account within 20 working days from the date of application. The amount of refund will be calculated in accordance with the summary of refunds.

It is student's responsibility to provide correct account details. Strathfield College will not authorise the transfer of fees to any other student's account. Refunds for students will be completed in the same method by which the fees were originally paid.

### **Payment of Refund**

All refunds for which a student is eligible will be forwarded to the person who paid the fees in his or her home country, unless the student is transferring to another institution in Australia (subject to Visa conditions), in which case any refund may be remitted to that institution.

Written authorisation from that person, or entity, is required before refunds can be made payable to any other party. Students should submit this authorisation with their written request for refund. All Student refunds are made in Australian dollars or the foreign currency equivalent at the time and will be net of any handling fee charged by local representatives used by the Student. Bank Charges on processing refund payments such as Telegraphic Transfer or draft fees to \$40 will be deducted from any refund. Strathfield College will provide the student with a statement detailing the calculation of the refund.

### **Appealing Refund decisions**

All students have the right to appeal a refund decision made by Strathfield College (Refer Complaints and Appeals Policy and procedure).

### **Summary of Refunds**

<b>Outline of Default Refund Arrangements (Application Fee is non-refundable under all circumstances)</b>	
Initial Visa refused prior to course commencement (with Department of Home Affairs Refusal Letter)	Full refund less Application Fee
Strathfield College is unable to provide the course for which the original enrolment and payment has been made	Full refund
Withdrawal prior to agreed start date: Notify the Institute <b>more than 60 days</b> prior the course commencement date or within cooling off period	Full refund less Application Fee
Withdrawal prior to agreed start date: Notify the Institute <b>less than 60 days and greater than 28 days</b> prior the course commencement date	Only course material and/or equipment fee is refundable
Withdrawal prior to agreed start date: Notify the Institute <b>less than 28 days</b> prior the course commencement date	No refund
Visa refused after course commencement (with Department of Home Affairs Refusal Letter)	Refund of unused Tuition Fees for future study period/s
Withdrawal after course commencement (with confirmed extenuating circumstances)	Refund of unused Tuition Fees for future study period/s
Strathfield College is unable to continuously provide the commenced course for which the payment has been made	Refund of unused Tuition Fees for future study period/s



<b>Outline of Default Refund Arrangements (Application Fee is non-refundable under all circumstances)</b>	
Withdrawal after course commencement without extenuating circumstances or cancellation of course due to student default.	No Refund
Abandonment of Course / Failure to return after scheduled break. Overseas Students withdrawing from a course of study will be reported to Department of Home Affairs, as required by law.	No refund
Student's extension of Visa is not granted.	No refund
	If entire fees have been paid, refund of unused tuition fees less fees for ongoing term
Visa is cancelled due to any action of student	No refund
RPL assessment	No refund

### **Late Payment of Fees**

Students are required to pay their tuition fees and any outstanding charges on the due date specified. If the student fails to make the payment by the due date, the following will occur:

1. A payment reminder will be sent to the student within 14 calendar days after the due date.
2. After 14 days, if the student fails to make any payment or obtain a payment plan, the student will be issued a reminder notification. Students will further have 14 calendar days to make the payment. If the student is on a payment plan, then the student will be required to pay the whole study period's outstanding balance.
3. A warning letter will be sent to the student with fees overdue for more than 28 calendar days. If a student fails to pay the overdue account within 7 calendar days of the warning letter, the College will refer the student's case to the College's debt collection agency.
4. In this warning letter, Strathfield College will also inform the student about the intention to report the student to the Department of Home Affairs based on non-payment of fees, which may result in cancellation of the student's enrolment and student visa.
5. The student will have 20 working days to in which to make an appeal. For more Information, please refer to Strathfield College's Complaint and Appeals Policy and Procedure.
6. The CEO may grant an extension and/or waiver late fees, where extenuating circumstances has been provided by the student.
7. In the case where a fee extension request is not approved, the student's information is sent to a debt collection agency. These details will include:
  - Student name, contact detail and total fee that the student is indebted to the College.
  - The student will be informed that they may be contacted by the College's debt collection agency and if required legal action may be taken against the student.

Students willing to resume study at the College will have to re-enrol in the course, provided that they have paid the total outstanding fees in full.

Where a student continues to have an outstanding fee, the following restrictions may apply:

- Loss of access to enrolment records, examination results and academic transcripts
- The inability to graduate until the outstanding debt is cleared

### **Maintaining Records of Refunds**

Where a student application for a refund is submitted, all records of the refund application and associated actions are maintained in the student file. This includes a remittance advice identifying that refunds have been paid and any correspondence relating to the refund application.



Any information that the client provides Strathfield College or that Strathfield College collects about the client (including payments and refunds) can be given to authorised State and Commonwealth Agencies such as the Tuition Protection Service.

The student must be informed of their right to appeal any decision of this policy in line with Strathfield College's Complaints and Appeals Policy and Procedure.

## Privacy Policy

in accordance with the Privacy Act 1988:

- Information collected in the Written Agreement and Letter of Offer about an individual student or an intended applicant
- Or collected during the student's enrolment, can be provided by Strathfield College to the Commonwealth, including the TPS or state or territory agencies, and in certain circumstances, to the Australian Government and designated authorities.
- In other instances, information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.

Under the Data Provision Requirements 2012:

- Strathfield College is required to collect personal information about any individual student or intended applicant and
- to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

Student's personal information (including the personal information contained in the Written Agreement and Letter of Offer and during the course of their study), may be used or disclosed by Strathfield College for statistical, administrative, regulatory and research purposes. Strathfield College may disclose your personal information for these purposes to:

- Commonwealth and State or Territory government departments and authorised agencies; and
- NCVER.

Personal information that has been disclosed to NCVER may be used or disclosed by NCVER for the following purposes:

- Populating authenticated VET transcripts;
- Facilitating statistics and research relating to education, including surveys and data linkage;
- Pre-populating RTO student enrolment forms;
- Understanding how the VET market operates, for policy, workforce planning and consumer information; and

Administering VET, including program administration, regulation, monitoring and evaluation