



No.2.1.8: Fees, charges and refunds policy and procedure

Policy Context

This policy relates to:	
Registration Manager	Australian Skills Quality Authority (ASQA)
Conditions of Registration	VET Quality Framework (VQF)
Codes and Standards	ESOS National Code 2018 – Standard: 2.1.7; 3.1; 3.3.4; 3.3.5; 3.3.8; 3.4; 3.4.1; 3.4.2; 3.4.3; Standards for RTOs 2015 – Standards 4 & 5
Legislation or other requirements	National Vocational Education and Training Regulator Act 2012

Purpose

The purpose of this policy is to establish the framework for all applicable course fees, charges and refunds. The RTO ensures it applies fees and charges to students as per the required guidelines mentioned in the policy context. RTO management reviews fees and charges on a regular basis.

Fees and charges are calculated and levied to students as per the current guidelines set out by the RTO according to market research and Government guidelines.

RTO has published the tuition fees for each course/qualification on its website.

RTO is entitled to charge fees for services provided to students undertaking a course of study and for other services RTO may provide. These charges are generally for items such as

- tuition fees;
- enrolment fees;
- course materials;
- text books;
- student services and
- other related training and assessment services.

The transparency, governance and management of fees and charges are integral to financial transparency and ensuring students' rights and responsibilities are fully explained and maintained.



Objectives

The objective of this Policy and Procedure for course fees, charges and refunds is to ensure that:

- RTO has suitable and appropriate mechanisms and framework in place to handle all fees, charges and refunds related matters and enquiries
- RTO personnel know their responsibilities and obligations
- RTO has all fees clearly listed on their marketing and advertising documentation and website.

Scope

This policy applies to current, prospective and previous students, all staff and other RTO stakeholders.

General Processes

1. Provision of pre-enrolment information:

Written Agreements

The RTO must enter into a written agreement with the overseas student or intending overseas student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. A written agreement may take any form provided it meets the requirements of the ESOS Act and the National Code. The written agreement must:

- Outline the course or the courses in which the student is to be enrolled and its details
 - Expected start date
 - The locations of course delivery
 - Modes of study offered
 - Any compulsory online or work-based training
 - Placements, other community-based learning, or collaborative research training arrangements
- Outline any necessary prerequisites needed to enter the course
- List any conditions imposed on the student's enrolment
- List all the 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)



- 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
- set out the circumstances in which personal information about the student may be disclosed by the RTO
- outline the registered provider's internal and external complaints and appeals processes
- 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

The RTO must also include in the written agreement information in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:

- 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 RTO)
- processes for claiming a refund
- 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
- a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
- The 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".

The registered provider must retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.

RTO applies tuition fees, plus additional fees and charges and according to the guidelines of management.

Fees are published on RTO's website including service and amenities fees, and material fees, where applicable.



All fees that are to be charged to a student and the terms of a refund will be documented in the following places:

- a.) Student Brochure
 - b.) RTO's website
 - c.) Student Handbook
2. The fee schedule is updated by the CEO annually and when required, for example upon notification on changes to the fees and charges policies in Government and relevant administrative directives.
 3. The CEO will keep all relevant staff members up to date with all changes to the fees and charges policies.
 4. The Compliance Manager ensures all marketing material refer students to the RTO website regarding current fees and charges.
 5. Potential students are informed of the tuition fees, service and amenities fees, and material fees, by directing them to RTO website and marketing material.
 - Prior to enrolment or commencement of training and assessment
 - Students are given information regarding the fees to be paid to the RTO, the payment terms and conditions (including refunds and deposits)
 - The student's rights as a consumer, including but not limited to any statutory cooling off period, if applicable
 - Student upon request may discuss payment methods, may seek a fee waiver or scholarship.
 - The student has the option of the following payment methods: EFT, Credit Card, Cheque, cash.
 - RTO may accept full payment of tuition fee but no more than \$1500 from each individual student prior to the commencement of the course.
 - Where RTO requires the student to pay or prepay in excess of a total of \$1500 the RTO must meet the requirements set out in Schedule 6 under the Requirements for Fee Protection.
 6. In the case of an employer paying the enrolment fee for their staff, Compliance Manager or an officer appointed by the Compliance Manager notifies Administration staff.
 - An invoice is generated and sent to the student's employer detailing qualification, student name and enrolment/tuition fees in detail.



7. Once the enrolment fees are paid, the student is enrolled on the Student Management System, a receipt is generated, and a copy is sent to the employer, and another copy is placed in the student file.
8. If the potential student applies for RPL/CT, the fees and charges will be revised. Refer to the Course Credits – National Recognition, Recognition of Prior Learning & Credit Transfer Policy and Procedure.
9. The published fee is charged once the potential student has made an informed decision to enrol.
10. Potential students are provided with clear and detailed information in respect of fees, payments, and refunds in the Student Handbook
11. The Student Handbook and relevant policies and procedures are available at RTO Reception.
12. To apply for a refund the student is to fill in the Fee Refund Form and submit it at Reception. Students can download the form from the RTO's website. A hard copy of the form may also be obtained from Reception. Applications will be considered, and applicant advised in writing, within 20 working days of the application being received by the CEO.
 - The student holds the right to obtain a refund in the event of the arrangement being terminated early or if the RTO fails to provide the agreed services.
13. The CEO assesses the application and takes decision related to the application.
14. Management of fees paid;
 - All Fees collected in advance (i.e. prior to enrolment) will be accessible until the student is enrolled.
 - When a student applies to RTO for a course their enrolment application is reviewed and accepted in accordance with the Admission Policy. Once accepted, a Student Welcome Letter, Student Handbook and Invoice are sent to the applicant. These documents identify:
 - Total Course Fees
 - Enrolment Fee
 - Total fees payable to confirm the application
 - Balance of fees that are left outstanding

PAYMENT PLAN/INSTALMENT PLAN:

If any student is applying for a payment plan, the payment plan form is to be completed and submitted to the Student Support Officer. The CEO will make the final decision and the Student is to be notified of the outcome.

Procedures



Sr.No.	Procedure Steps	Responsibility	Reference
1	Procedure Steps (Review and implementation)	CEO	
2	Payment Plan/ Instalment Plan	CEO	

Refund procedure

Procedure	Responsibility
Student is informed about refund process and conditions for eligibility for refunds and conditions for no refunds. Advise students of complains and appeals policy and procedure.	Student Support Officer / Administration
Student applies for refund using Application for Refund of Fees Form and providing necessary supporting documentation.	Student
Reviews the refund request, verifies accuracy of information and determines the outcome of refund. Inform the CEO.	Student Support Officer / Administration
Check for accuracy and verify information for authenticity (e.g. bank details). Review and approve refund request. Inform Student Services Officer.	CEO
Refund outcome letter is prepared and sent to student. Advise students of complains and appeals policy and procedure.	CEO
Payment of refund is processed.	CEO/ Finance

Continuous Improvement

A summary of all fees, charges and refund related matters and concerns will be presented as a part of the Continuous Improvement policy and procedure at the Management Meeting for review. The purpose of this is to ensure management become aware of:

- Any general adverse trend that needs correcting
- Common threads relating to the compliance and quality assurance.



- Repeat issues

Confidentiality and Privacy Statement

For more information, please refer to our Privacy and Confidentiality Policy.

Publication

This policy once approved, will be available to all students and staff by accessing RTO Intranet or on request. This policy will also be available through RTO's website as well.

This policy and procedure will form part of the information distributed and communicated during staff orientation.

Review processes

The policy and procedure will be reviewed annually by the Compliance Manager .



Appendix

All applicable fees and charges

Fees	Total Amount	Frequency
Course fees	Please refer to the website	Your fees are protected under tuition protection scheme (TPS). If you are experiencing financial hardship, you may select the option of payment plan
Material fees	Please refer to the Letter of Offer and Acceptance Agreement	At commencement of course
Deferment Fee	\$100.00	
Application fees	\$200.00	At enrolment
Change of CoE	\$100.00	At application
Supplementary Assessment	2 free re-assessment attempts	
Supplementary Assessment	\$350/after two free resubmission attempts	
Unit Repeat cost	\$350	
Replacement Student ID	\$15.00	
Credit Transfer	No Charge	N/A
RPL fees	\$150 per unit	
Certificate re-issue fee	\$50 for certificate re-issue	
Student Photocopying	10c per page	
Overseas Health Cover	Please refer the cost of living section.	
Interim academic transcript	No Charge	N/A
Late payment fees	\$50	Weekly
Airport pickup	\$350	



Refunds

Refunds will be paid direct to the student. To claim a refund, the student must complete a refund application form available from KIC administration.

The refund amount in the table below is based on fees collected from a Student

No.	Situation	KIC Refund fee
1	KIC does not deliver the program for which the student has paid for the following reasons: The course does not begin on the agreed commencement date The offer is withdrawn by the Institute and incomplete information is provided by the student The course ceases to be provided, before any training and/or assessment The course is not provided in full to the student because a sanction has been imposed on the registered provider Visa refused (before commencement)	Full Refund on tuition fees
2	Withdrawal notified in writing and received by the Institute 28 days or more prior to course commencement	70% refund of tuition fees
3	Withdrawal notified in writing and received by the Institute after the course commencement	No refund
4	Visa Refused (After Commencement)	Charged according to the study period



Payment of refund

Application rejected by KIC	Full refund of tuition fee NOT including application fee (\$200)
Visa refused prior to course commencement OR withdraw at least 10 weeks prior to agreed start date	Full refund of tuition fee NOT including application fee (\$200) The amount of unspent pre-paid fees that the provider must refund the student for the purpose of subsection 47E (2) of the Act is the total amount of the pre-paid fees the provider received for the course in respect of the student <i>less</i> the following amount: the lesser of: (a) 5% of the total amount of pre-paid fees that the provider received in respect of the student for the course before the default day; or (b) the sum of \$500
Withdrawal more than 4 weeks and up to 10 weeks prior to agreed start date	70% refund of tuition fees NOT including application fee (\$200)
Withdrawal less than 4 weeks prior to agreed start date	25% refund of tuition fees NOT including application fee (\$200)
Withdraw after the agreed start date	No refund
Enrolment is cancelled due to student's misconduct or non-compliance with the rules and regulations set by the Australian Government	No refund
Course withdraw by KIC (Before the agreed start date)	Full refund including application fee
Course withdraw by KIC (KIC is unable to deliver the course after the agreed start date)	Refund of unused tuition fees. Pre-paid fees may be transferred to an alternative enrolment where the student agrees
The course is not provided fully to the student because the KIC has a sanction imposed by a government regulator	Return of unused tuition fees
Recognition of Prior Learning (RPL) fees	No refund if Statement of Attainment provided
Abandons the course during the study period	No refund and the balance of all outstanding fees for the course to be invoiced to the student



Visa extension is refused	Once the term starts, fee is not refundable Students have their own responsibilities to ensure they have valid visa(s).
Withdrawal from study - current students (not including English Language Studies' students) with confirmed extenuating circumstances) *	Refund of unused tuition fees (of the following term/s) (<i>Notification of Withdrawal from Studies</i>) Form

Notes:

- Refunds identified above are for the Tuition Fees ONLY (Tuition Fees are those identified in the marketing brochure/website or on the agreement as course fees).
- Incidental fees are all other fees apart from Tuition Fees and Enrolment Fees E.g. Material Fees. ONLY the “unspent” amount will be returned. If the cost of the service or material has already been incurred this will NOT be refunded.
- Fee refunds for special circumstances (illness, family circumstances) may be agreed upon, on an individual basis, at the discretion of the accounts department of KIC.
- Where the student has paid for other fees, including material fees, then only the “unspent” portion will be returned.
- For RPL, the fee is \$150 each unit
- All date calculations are based on the date the form is received by KIC, not the date the student completed the form (if different).
- An LLN assessment will be conducted prior to the enrolment or commencement at no charges to the prospective student.
- All approved refund request will be paid in 14 working days and CEO is responsible for refund approval.

Note: The fees and charges are subject to change from time to time. For the most recent information, please visit KIC’s website www.kicollege.edu.au or contact KIC’s office.

Section 3: Support and Progression

Policies and procedures:	Mapping	Comments
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Policy 3.1.1: Accommodation Assistance Policy	SRTOs 2015		
	ESOS National Code 2018	2.1.11; 5.3; 5.3.1; 5.3.2; 5.3.3; 5.3.6; 5.3.7; 7.3.2;	
Policy 3.1.2: Disciplinary Policy and Procedure	SRTOs 2015		
	ESOS National Code 2018	6.9.1; 6.9.3; 8.8.1; 8.9.1;	
Policy 3.1.3: Monitoring Student Attendance Policy	SRTOs 2015		
	ESOS National Code 2018	6.1.7; 8.1; 8.4; 8.5; 8.6; 8.6.1; 8.6.2; 8.6.3; 8.6.4; 8.6.5; 8.10; 8.11; 8.12; 8.12.1; 8.12.2; 8.12.3; 8.12.4; 8.13; 8.13.1; 8.14; 8.15;	
Policy 3.1.4: Special Needs Assessment Guidelines and Reports Policy and Procedure	SRTOs 2015	1.3(b); 1.7; 5.1;	
	ESOS National Code 2018	6.4; 6.6;	
Policy 3.1.5: Student Support & Welfare Services Policy	SRTOs 2015	1.3(b); 1.3(c); 1.3(d); 1.7;	
	ESOS National Code 2018	2.1.10; 5.3; 5.3.1; 5.3.4; 6.1; 6.3; 6.4; 6.5; 6.6; 7.3.2; 10.2.4;	
Policy 3.1.6: Complaints and Appeals Policy and Procedure	SRTOs 2015	Standard 6	
	ESOS National Code 2018	3.3.7; 3.4.5; 6.1.6; 7.5.2; 7.6; 8.13.3; 8.14.1; 8.14.2; 8.14.3; 9.4.2; 10.1; 10.2; 10.3; 10.4;	
Policy 3.1.7: Academic Misconduct Policy and Procedure	SRTOs 2015		
	ESOS National Code 2018	8.8.1; 8.9.1;	
Policy 3.1.8: Critical Incidents	SRTOs 2015		
	ESOS National Code 2018	6.8; 6.9.1; 6.9.2; 6.9.3;	



Policy and Procedure			
Policy 3.1.9: Literacy and Numeracy Policy and Procedure	SRTOs 2015	1.7;	
	ESOS National Code 2018	2.2	
Policy 3.1.10: Student progress and Course Progress Policy	SRTOs 2015	1.3(b); 1.3(c); 1.3(d);	
	ESOS National Code 2018	6.1.7; 7.2.2.1; 8.1; 8.3; 8.4; 8.5; 8.7; 8.7.1; 8.7.2; 8.7.3; 8.7.4; 8.8; 8.9; 8.13; 8.14; 8.16.2; 9.3.3;	
Policy 3.1.11: Student welfare and Duty of Care	SRTOs 2015	1.7;	
	ESOS National Code 2018	2.1.10; 5.1; 5.2; 5.3; 5.5; 5.6; 5.7;	
Policy 3.1.12: Student, Staff and External Feedback Policy and Procedure	SRTOs 2015	2.2(b);	
	ESOS National Code 2018		
Policy 3.1.13: Support Services Available to Students Policy	SRTOs 2015	1.3(b); 1.3(c); 1.3(d); 1.7;	
	ESOS National Code 2018	2.1.10; 5.3; 5.3.1; 5.3.4; 6.1; 6.3; 6.4; 6.5; 6.6; 7.3.2; 10.2.4;	
Policy 3.1.14: Deferral, Suspending and Cancelling Enrolment and/or Admission Policy	SRTOs 2015	1.7; 6.2; 6.3; 6.4; 6.5;	
	ESOS National Code 2018	3.3.5; 8.16.3; 9.1; 9.4; 9.5; 9.6;	