

## FEE ADMINISTRATION AND REFUND POLICY

### RELEVANT STANDARD(S):

<a href="#">Standards for Registered Training Organisations (RTOs) 2015</a>	Clause 5.3
<a href="#">Education Services for Overseas Students Act 2000</a>	<b>Part 3—Obligations on registered providers</b> <ul style="list-style-type: none"> <li>▪ Division 2—Tuition fees</li> </ul> <b>Part 5—Tuition protection service</b>
<a href="#">National Code of Practice for Providers of Education and Training to Overseas Students 2018</a>	<b>Standard 2 Recruitment of an overseas student:</b> <ul style="list-style-type: none"> <li>▪ Clause 2.2</li> </ul> <b>Standard 3 Formalisation of enrolment and written agreements:</b> <ul style="list-style-type: none"> <li>▪ Clause 3.1 – 3.6</li> </ul>

### PURPOSE

Vigil International College adheres to the relevant compliance and legislative frameworks such as the Standards for Registered Training Organisations (SRTOs 2015) and the ESOS Legislative Framework. As such, Vigil International College will provide transparency in the application and administration of fees and charges including refund and will put in place a fair and reasonable refund process according to Australian consumer protection laws.

The purpose of this policy is to provide for the appropriate application and administration of fees and handling of client refunds.

### POLICY PRINCIPLES

Vigil International College implements fair and reasonable refund practices and transparent and process for fee application and administration. It ensures that:

1. prospective students are aware of its fee policies in order to make informed decisions about enrolment in a course;
2. its fee and refund policy is prominent and accessible to its staff, prospective students, and existing students;
3. it implements and maintains a process for fair and reasonable refund and fees paid; and
4. it provides refunds for fees and charges paid by clients, where training and assessment activities have not been delivered

### Fee Administration Policy Principles

#### Fee Information

1. Vigil International College will inform its prospective students and employers (if applicable) of the full and accurate course fees associated with the training and the refund policy before enrolment.

2. Vigil International College will ensure that the fee and refund policy is accessible to its staff, prospective students, and existing students. The fee information will include but will not be limited to the following information:
  - a. Breakdown of the course fee (if any)
  - b. Fee and Refund policy
  - c. Incidental fees
  - d. Compulsory fees
  - e. Additional charges or co-contributions
  - f. Methods of fee collection
  - g. Process for recovery of outstanding student fees
  
3. For any incidental fees that may be applicable, Vigil International College will inform the prospective student before enrolling that such fees are a charge for an essential good or service and that the student has a choice of acquiring this from a supplier other than Vigil International College.

### ***Fee Administration***

1. Vigil International College will only charge fees for accredited training in accordance with the fee information published and provided to the prospective student in the Fee Administration and Refund Policy and International Student Agreement.
2. Vigil International College will retain accurate course fee payment, waiver, exemption, or refund record for each student.
3. Vigil International College will require payment prior to commencement of training as well as pre-payment plans for students.
4. Vigil International College will allow participant course fees to be paid on behalf of the student by their employer or another third party (if applicable).
5. Vigil International College will maintain an account with an Australian ADI (authorised deposit-taking institution). Fees will be paid into the account within 5 business days of receiving the fees.
6. Vigil International College will ensure that, at all times, there is a sufficient amount ('the protected amount') standing to the credit of the account to repay all tuition fees to every overseas student or intending overseas student ('a relevant student'):
  - a. in respect of whom tuition fees have been paid to the provider; and
  - b. who has not yet begun the course that the provider is to deliver to the student.

7. Vigil International College will ensure that withdrawal from the account, so as to reduce the balance of the account below the protected amount, is done only if:
  - a. the amount is withdrawn to pay a refund in case of provider default, refund under a written agreement about student default, and other refunds in relation to a relevant student;
  - b. the provider arranges, under provider default, for a relevant student to be offered a place in an alternative course at Vigil International College's expense and the amount is withdrawn to pay the alternative provider in relation to the relevant student; or
  - c. the amount is withdrawn to pay the TPS Director when provider defaults in relation to the relevant student.
8. Vigil International College will ensure that withdrawal from the account in accordance with the provisions mentioned above will not be more than the amount of the tuition fees received from the relevant student before the student begins the course.
9. Vigil International College will pursue to contact students who have not requested a refund within 4 weeks of leaving the college and keep such evidence on the student file.

### ***Fee Payment Arrangements***

1. Vigil International College does not receive, in respect of an overseas student or intending overseas student, more than 50% of the student's total tuition fees for a course before the student has begun the course, unless:
  - a. either the student or the person who is responsible for paying the course fees choose to pay more than 50% of the overseas student's, or intending overseas student's, total tuition fees for a course before the student has begun the course
  - b. the course has a duration of 25 weeks or less.
2. All outstanding fees must be paid in full before certification will be issued by Vigil International College.
3. All outstanding fees must be paid by the student and understands that Vigil International College will not issue a Letter of Release if fees are owed for the current study period.
4. Flexible payment arrangements, such as instalments, credit card, and direct debit, cheques, and EFT remittance are acceptable to accommodate the diverse financial situations of clients.

### ***Outstanding Student Fees***

1. If payment instalment/arrangements are in place, and a payment becomes overdue and remains unpaid for a period in excess of 14 days, Vigil International College reserves the right to suspend the clients' learning or assessments (or both) until all fee payments are up to date.

2. Non-payment of fees by the due date for continuing enrolments will result in suspension of training. Vigil International College will notify all parties in writing in such case. Once the payment due has been finalised, parties will be notified of the recommencement of training.
3. Vigil International College will charge a recommencement fee for any suspended training to cover administration costs.
4. Vigil International College will not issue SOAs or Certificates if training fees are outstanding.
5. Vigil International College will inform students of its process for the recovery of outstanding student fees prior to enrolment through the Fee Administration and Refund Policy.

### **Tuition Protection**

1. Vigil International College utilises the Tuition Protection Service (TPS). The TPS is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to:
  - a. complete their studies with another course or with another education provider; or
  - b. receive a refund of their unspent tuition fees.
2. Vigil International College meets its obligations to provide TPS for all international students. For more information visit [www.dese.gov.au/tps](http://www.dese.gov.au/tps).

### **Refund Policy Principles**

1. Details of Vigil International College Refund Policy are publicly available to prospective students and employers (if applicable), staff, and existing students and employers (if applicable).
2. Vigil International College will make students aware of the refund policy prior to enrolment.
3. Regarding withdrawal of training, Vigil International College will first encourage a client to continue training or provide other options such as enrolling to another course date, prior to processing refund applications. It is the policy of Vigil International College to ensure that all applications for refund of fees are considered.
4. Students are eligible to withdraw/cancel their enrolment by placing a formal notice of cancellation either in writing through email or by filling out the Withdrawal from Training Form within 14 calendar days of the enrolment confirmation date, unless the student has already commenced the training.
5. Students may contact the Student Support Officer in person or through the following contact details for enquiries or any questions regarding refund request and withdrawal from training:
  - a. Contact number: **1800 978 377 or 02 8859 9855**
  - b. Email address: **info@vigilinternationalcollege.edu.au**

6. Vigil International College requires written notification of withdrawal from training and refund request; this may be via letter, email, or through the completion of the **Withdrawal from Training Form** and **Refund Request Form** with relevant evidence supporting the request. Refund will be assessed upon receipt of the request. Statement of fees that includes all fees applied and any fees refunded (if applicable) will be provided where a student withdraws from training.
7. Special consideration may be given as per Management review and approval, in extenuating circumstances (compassionate/compelling) with sufficient supporting evidence in consideration of the best interest of the student and/or their immediate family.
8. Vigil International College will charge a **non-refundable administration fee of \$500** to cover administration costs.
9. All refunds will be paid in Australian dollars to the student or organisation who entered into the contract with Vigil International College or the person nominated by the student in the written agreement to claim refunds.
10. Vigil International College does not provide refund where:
  - a. There are changes to work hours
  - b. Personal inconvenience / travel inconvenience
  - c. Moving interstate
11. Vigil International College does not accept liability for loss or damage suffered in the event of withdrawal from a course by a client.
12. Refunds for cancellation of enrolments and other conditions are granted based on the **Refunds Table** and **Minimum Refund Calculation Table according to the Education Services for Overseas Students (Calculation of Refund) Specification 2014** as outlined in the annex of this policy.
13. Where a compliant international student agreement is not in place, or if a student's visa is refused (with exception in reference to 47D(5) of the ESOS Act 2000), refunds will be calculated in accordance with Minimum Refund Calculation Table of this policy (see Annex).

#### **Provider Default**

1. A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, in accordance with the signed International Student Agreement, when:
  - a. either the provider fails to start providing the course to the student at the location on the agreed starting day; or
  - b. the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and the student has not withdrawn before the default day.

2. In the unlikely event that Vigil International College cannot offer or cancels a course, the following options are available:
  - a. arrange for an alternative course with another registered CRICOS provider at Vigil International College's expense
  - b. provide refund according to the minimum refund calculation table of this policy (see Annex).
3. The student may accept or reject the offer for an alternative course in the event of provider default. If the offer is accepted, a new Acceptance of Offer must be signed for the new course.
4. Vigil International College will notify, in writing, the Australian Skills Quality Authority (ASQA) and the TPS Director of the default within **5 business days** of the default occurring. This notice will include:
  - a. the circumstances of the default;
  - b. the details of the students in relation to whom Vigil International College has defaulted;
  - c. advice as to:
    - i. whether Vigil International College intends to discharge its obligations to those students under provider default; and
    - ii. (if appropriate) how Vigil International College intends to discharge those obligations.
5. Vigil International College will fulfil its obligations to student due to provider default within **14 days after the default** day following the **provider obligation period**.
6. Vigil International College will give a notice of the outcome of the discharge of obligations in relation to provider default to ASQA and the TPS Director within **7 days after the end of the provider obligation period**. The notice will include the following:
  - a. whether the provider has discharged its obligations to the student in accordance with its obligations in case of provider default;
  - b. if the provider arranged alternative courses:
    - i. details of the student that the provider arranged an alternative course(s) for;
    - ii. details of the course(s) arranged; and
    - iii. evidence of each student's acceptance of an offer of a place in an alternative course;
  - c. if the provider dispensed refunds:
    - i. details of the student to whom the provider dispensed refunds; and
    - ii. details of the amount of the refund provided.

### ***Student Default - Visa Refusal***

1. Refund will be provided to students who are unable to obtain a visa to enter Australia, according to the minimum refund calculation table of this policy (see Annex).
2. Students are required to provide written evidence of the visa refusal from the relevant authority in order to process the refund.
3. Vigil International College will pay the refund within the **provider obligation period of 4 weeks** after receiving the refund request and written evidence of visa refusal.
4. Where a student's visa is refused, regardless of whether there is a compliant written agreement in place or not, Vigil International College will give a notice of the outcome of the discharge of obligations in relation to such cases to ASQA and the TPS Director within **7 days after the end of the provider obligation period, which is 28 days after the default occurs**. The notice will include the following:
  - a. whether the provider dispensed a refund in other cases;
  - b. details of the student to whom the provider dispensed the refund; and
  - c. details of the amount of the refund provided.

### ***Student Default – Refund under a written agreement***

1. An overseas student or intending overseas student defaults, in relation to a course at a location, if:
  - a. 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);
  - b. the student withdraws from the course at the location (either before or after the agreed starting day); or
  - c. 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 following events:
    - i. the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;
    - ii. the student breached a condition of his or her student visa; or
    - iii. misbehaviour by the student.
2. Vigil International College will pay a refund if an overseas student or intending overseas student defaults in relation to a course provided at a location according to the International Student Agreement. The refund will be paid within the **provider obligation period of 4 weeks after receiving a written claim from the student**.



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RTO #45894 | ABN 12 655 274 025 | CRICOS #04044M

### COMPLAINTS AND APPEALS

International students who are not satisfied with the decision made by Vigil International College regarding a refund request may access Vigil International College's Complaints and Appeals Policy and Procedure. Students must go through and complete the formal complaints and appeals process of Vigil International College before seeking any external appeal.

This policy, 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 Australian Consumer Law if the Australian Consumer Law applies.

### MONITORING AND IMPROVEMENT

The Vigil International College's Administration Manager is responsible for ensuring compliance with this policy. The Accounts Team of Vigil International College will process refund requests.

Vigil International College's CEO and/or Compliance Manager is responsible for all continuous improvement processes in relation to the fee administration and refund policy and procedure and ensuring all staff, including those from the third-party providers are complying with the provisions of this policy.



## Annex

### Minimum Refund Calculation as per the [Education Services for Overseas Students \(Calculation of Refund\) Specification 2014](#)

<i>Type of Refund</i>	<i>Condition</i>	<i>Minimum Refund Calculation</i>
<b>1. Refund of tuition fees in event of provider default</b>	This section applies for subsection 46D(6) (46D <i>Obligations on registered providers in case of provider default</i> ) of the Act	<i>Refund amount = weekly tuition fee × weeks in default period</i>
<b>2. Refund if provider does not enter into compliant student default agreement</b>	This section applies if: a. A registered provider is required to provide a refund to a student under section 47E (47E <i>-Refund in other cases</i> ) of the Act because the provider has not entered into an agreement with the student that meets the requirements of section 47B (47B <i>Requirement to make written agreement about student default</i> ) of the Act.	<i>Refund amount = weekly tuition fee × weeks in default period</i>
<b>3. Refund in event of student failing to start a course due to visa refusal</b>	This section applies if: a. A registered provider is required to provide a refund to a student under section 47E (47E <i>-Refund in other cases</i> ) of the Act because: i. the student was refused a student visa; and ii. the refusal was a reason for the student's failure to start the course on, or withdrawal from the course on or before, the agreed starting day; and	<i>Refund = amount of the course fees*, minus the lesser of the following amounts:</i> a. <i>5% of the amount of course fees received by the provider in respect of the student before the default day</i> b. <i>\$500</i>

	b. Items 2 of this table does not apply	
<b>4. Refund in event of other student default</b>	<p>This section applies if:</p> <p>a. A registered provider is required to provide a refund under section 47E (47E -Refund in other cases) of the Act because of a default by a student; and</p> <p>b. Items 2 and 3 of this table do not apply.</p>	<i>Refund amount = weekly tuition fee × weeks in default period</i>

*\*course fees for a course is the sum of the tuition fees received by the provider in respect of the student; and the non-tuition fees (if any) received by the provider in respect of the student.*

## Refunds Table

Vigil International College Refunds for enrolments are subject to the following refund formula.

Refund Type	Description	Notification Requirement	Non-refundable fee	Refund
Unsuccessful visa application	Visa rejection prior to commencement of training	In writing with supporting evidence	5% of course fees paid <b>OR</b> \$500, whichever is lesser	Refund following the minimum refund calculation as per the <a href="#">Education Services for Overseas Students (Calculation of Refund) Specification 2014</a>
Enrolment cancellation / withdrawal from course prior to commencement of training	“Withdrawal <b>within</b> the refund period”	In writing with supporting evidence	\$500 administration and processing fee	Refund full amount of initial fee paid, less the administration and processing fee
Enrolment cancellation / withdrawal from course after commencement date	-	In writing with supporting evidence	\$500 administration and processing fee	Refund following the minimum refund calculation as per the Education Services for Overseas Students (Calculation of Refund) Specification 2014, less the administration and processing fee
Visa cancellation due to actions of the student	- Enrolment cancelled by the college due to	N/A	\$500 administration	Refund following the minimum refund calculation as per the

Refund Type	Description	Notification Requirement	Non-refundable fee	Refund
Enrolment cancellation due to actions of student	false or misleading information - Enrolment cancelled due to academic or behavioural misconduct - Enrolment cancelled due to non-payment of full course fees - Enrolment cancelled due to unsatisfactory course progress or attendance		and processing fee	Education Services for Overseas Students (Calculation of Refund) Specification 2014
Provider default	Where training ceased due to RTO closure / sanction and other reasons	N/A	N/A	Refund following the minimum refund calculation as per the Education Services for Overseas Students (Calculation of Refund) Specification 2014 <b>OR</b> offer for alternate course (if agreed to by student)

For an explanatory guide on refund calculation, please see the [Fact Sheet on ESOS Calculation of Refund Specification 2014](#).



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### Description of the ESOS Framework

The Australian Government wants international students to have a rewarding, enjoyable, and safe experience when they come to Australia to study. Australia's education and training system offers high quality services and protection for international students to ensure they make the most of their time here.

The laws that protect international students form the Education Services for Overseas Students (ESOS) framework. They include the Education Services for Overseas Students Act 2000 and the ESOS National Code.

Please read a summary of the ESOS Framework including your rights, responsibilities, requirements, support services, and other information about studying in Australia on the Department of Education, Skills and Employment website here: [ESOS Framework](#).

## VERSION CONTROL

Version Control Table					
Date	Summary of Modifications	Modified by	Version	Date of Implementation	Next Review Date
23/02/2022	Document creation	360RTO Solutions	v. 1.0	23/8/2022	22/8/2023
4/03/2022	Policy update	360RTO Solutions	v. 1.1	23/8/2022	22/8/2023

## RTO INFORMATION

Document Name	CRICOS Fee Administration and Refund Policy v1.1
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RTO Code	45894
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Manager	Administration Manager