

## Fees and Refund Policy

In accordance with applicable legislation, Australian Sovereign College is entitled to charge fees for services provided to students undertaking a course of study. These charges are generally for items such as tuition fees and student services.

### Fees payable

Fees are payable when the student has signed the student agreement to signify their acceptance of enrolment offer made by Australian Sovereign College. Fees must be paid in full within ten (10) days of receiving an invoice from Australian Sovereign College. Australian Sovereign College may withdraw an offer of enrolment or discontinue training if fees are not paid as required.

Students are required to pay 25% of total tuition fees on successful admission to a program and any applicable application/ enrolment fee. It should be noted that an RTO cannot require students to pay more than 50 per cent of their tuition fees before they start the course unless the student has requested to make a larger payment and confirmed in writing or an alternate arrangement is outlined in the Written Student Agreement. A student or the person responsible for paying the tuition fees, may choose to pay greater than 50 per cent of their tuition fees before they start their course. If the student requests this, Australian Sovereign College must be able to show evidence that the student has exercised choice in how much of their tuition fees are paid up front.

Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any fee increases will be required to be paid for the extended component of the course.

AuSC will raise fees payment invoice 4 weeks prior to the commencement of the new study term. Student will be required to pay the fees 2 weeks before the start of the study term. Fee invoice will reflect the amount need to pay and duration as agreed on Letter of Offer.

AuSC will charge late payment fee as mentioned in Schedule 1 if student fails to pay the fee on given due date.

AuSC will not be enroll student in the new study term if the fee for the term is not cleared.

AuSC will send 1st warning Letter for Non-Payment of fees soon after the due date and will give 5 working days as an opportunity to student discuss if student is facing any difficulty in paying the fees. If the student fails to contact the AuSC, a 2nd warning letter will be issued which will give additional 5 working days to contact college. Even after 2 formal warning, if the student fails to contact AuSC,

an Intention to Report on Non-Payment will be issued soon after student fail to contact. Student will be given 20 working days to appeal as per AuSC Complaints and Appeal policy. If the student fails to appeal, AuSC will cancel student enrolment as per AuSC Deferment, Suspension and Cancellation Policy and Procedure and will report the student in PRISMS.

### Schedule of Fees and Charges

The Chief Executive Officer is responsible for approving the Australian Sovereign College Schedule of Fees and Charges. As a minimum the schedule of fees and charges is to include:

- the total amount of all fees including tuition fees, any enrolment application fees, learning resources fees, training consumable fees and any other charges for enrolling in a training program;
- payment terms, including the timing and amount of fees to be paid and any non- refundable deposit/enrolment application fee;
- the nature of the guarantee given by Australian Sovereign College to honour its commitment to deliver services and complete the training and/or assessment once the student has commenced study;
- any discounts, fee reductions or exemptions available for multiple enrolments, concession card holders, continuing students, group bookings etc.;
- the Australian Sovereign College Fees and Refund Policy
- Additional Fees and Charges are given as under

Additional fees that may apply	Amount
Changes in CoE details	\$50
Interim Academic Transcript	\$50
Reissuance of Academic Result (Certificate & Transcript)	\$80
Deferral fee	\$200



Re-assessment fee (students have a total of 2 attempts and any attempt thereafter will incur the stated fee).	\$100
Fees for late payment of course fees	\$100 per week for each week the payment for course fees is delayed
Fees for late submission of assessment	\$100
Student card reissuance fee	\$20
RPL	Application fee of \$250 Unit fee \$250
Credit transfer	Nil
Airport Pickup charges	Confirmation on request
Temporary Accommodation charges	Confirmation on request
Loss of Library books	Replacement Cost
Refund Processing fee	\$100
Reference letter	\$50
Reissuance of Records (Certificate & Transcript)	\$200
Failure to attend required number of class hours	a \$20 p/hr (starts when student fails to attend more than 20% of class contact hours)

## Refund and Cancellation

All requests for refund of fees must be made in writing using the Refund Request Form which may be obtained from Australian Sovereign College Reception or from [www.ausc.edu.au](http://www.ausc.edu.au). The form must be signed by the student and the cancellation fee will be calculated as shown in the table:

Circumstance	Refund due
Australian Sovereign College cancels course before commencement	Full refund of all fees
Australian Sovereign College cancels course following commencement	Full refund of all unspent fees calculated as follows:  Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Australian Sovereign College has not provided a Student Agreement that meets the requirements of the National Code 2018.	Full refund of all unspent fees calculated as follows:  Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Student withdraws up to 4 weeks prior to course commencement.	Application fee not refunded.  Refund of 70% of all other fees and charges.
Student withdraws less than 4 weeks prior to course commencement.	Application fee not refunded.  Refund of 50% of all other fees and charges.
Student withdraws less than 2 weeks prior to course commencement.	No refund. Fees for full study period (term) to be paid.
The student does not commence on the agreed start date and has not previously withdrawn.	No refund. Fees for full study period (term) to be paid.
Student withdraws after commencement.	No refund. Fees for full study period (term) to be paid.



Student's enrolment is cancelled due to disciplinary action.	No refund. Fees for full study period (term) to be paid.
Student breaches a visa condition	No refund. Fees for full study period (term) to be paid.
The student has supplied incorrect or incomplete information causing Australian Sovereign College to withdraw the offer of the course prior to commencement.	No refund. Fees for full study period (term) to be paid.
The student is refused a visa because they did not pay start their course at the agreed location on the agreed starting day or they withdrew from their course with Australian Sovereign College or they did not pay an amount due.	No refund. Fees for full study period (term) to be paid.
The student is refused a visa and therefore does not commence their course on the agreed starting day or withdraws from the course on or before the agreed starting day because of the visa refusal.	The total amount of all course fees (tuition and any non-tuition fees) received or less whichever is the lower amount of 5% of the total amount of the fees or the sum of \$500.
The student is refused a visa and has already commenced their course.	The total amount of all course fees (tuition and any non-tuition fees) received for less whichever is the lower amount of 5% of the total amount of the fees or the sum of \$500.

In the case where a student enrolls through a registered Australian Sovereign College agent a refund will be paid to this agent.

If the visa application is rejected, tuition fees are refunded in full. Australian Sovereign College requires official confirmation from the Department of Home Affairs that the student is unable to obtain a visa.

If a student defers their course start date, then the refund policy will apply from the student's original course start date and not the deferred start date.



Australian Sovereign College refunds are not transferable to another person. No refunds will be made for classes missed due to exams, excursions, internships or other obligations that fall outside the normal schedule of classes.

In the case of student suspension or expulsion there will be no refund of fees.

Australian Sovereign College reserves the right to cancel a course if intake numbers are insufficient. In the unlikely event that Australian Sovereign College is unable to deliver a student's course in full, a refund will be offered for all the unused course money paid to date. The refund will be paid to the student within 20 working day on which the course ceased being provided. Alternatively, enrolment may be offered in a different course by Australian Sovereign College.

In the unlikely event that Australian Sovereign College is unable to provide a refund or place to a student in an alternative course, (provider default) Australian Sovereign College will notify this default to the Tuition Protection Service (TPS) Director. The TPS Director will then allocate the student a period within which they are able to choose an alternative course from the options provided.

Australian Sovereign College reserves the right to change its fees and conditions in accordance with changes in the current economic and/or legal conditions and to alter course timetables and class locations within reason at any time without notice.

Changes of tuition fees will not apply to students who have paid and or have already commenced their course. If a student believes that these changes are unreasonable, they have the right to access Australian Sovereign College's complaints and appeals processes and to also take further action under Australia's consumer protection laws.

Australian Sovereign College reserves the right to deny a student access to Australian Sovereign College's premises and to withdraw its other services if their conduct disrupts the normal operation of the college. Australian Sovereign College's grievance resolution processes do not circumscribe the student's right to pursue other legal remedies.

Refund payments will be made in Australian Dollars (AUD). All refunds agreed to by Australian Sovereign College will be made within four weeks of receiving Australian Sovereign College Student Request for a Refund Form.

### **Refunds – Refused student visa**

A student who is refused a student visa to study in Australia will be entitled to a 100% refund of fees paid less any applicable enrolment application fee. Evidence from the relevant Australian Government Department that the Visa was refused will need to be provided to Australian Sovereign College.



## Refunds – Misconduct

No refund will be granted to a student whose enrolment is terminated for failure to comply with Australian Sovereign College's policies and procedures and the requirements of their visa by Dept. of Home Affairs (DHA)

Students who commit behavioural misconduct after being formally warned are to have their enrolment cancelled and will not be entitled to a refund. Please refer to the Behaviour Misconduct Policy for further guidance.

Discretion may be exercised by the Chief Executive Officer in all situations, if the student can demonstrate that extenuating or significant personal circumstance led to the request. The Chief Executive Officer may also authorise a refund of tuition fees if the circumstances warrant it.

Where refunds are approved, eligible refunds will be made within 4 weeks after receipt of the claim. Monies refunded will be made in Australia Dollars (AUD). Refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the student on the Refund Request Form.

## Refunds - Cancellation of a course by Australian Sovereign College (Provider default)

If Australian Sovereign College defaults, that is, if the course does not start on the agreed starting date or the course ceases to be provided before it is completed, Australian Sovereign College will make every effort to transfer the students' enrolment to another college. If this is unsuitable the college will pay a refund of the unused portion of the course money received from the student. This refund will be paid to students within 2 weeks of the default day with a statement explaining how the refund amount has been calculated.

## Payment of GST

GST is exempt under section 38-85 GSTR 2003/1 Goods and Services Tax, tax ruling. The ruling explains the supply of a course for 'professional or trade course' is a GST-free education course.

Where a student is enrolled in a course which is offering units of competence or a whole qualification, the course fees attached to this enrolment will be exempt from the payment of GST. GST does apply on the payment of some miscellaneous charges where these charges are in addition to and outside the normal services offered in a course.

## Miscellaneous Charges

Australian Sovereign College will levy some miscellaneous charges for services. These may include:

- Re-issuing a certificate after it has been initially issued to a student.



- Replacing issued learning materials which the student has lost or damaged
- Re-assessment services

These miscellaneous charges are to be clearly specified in Australian Sovereign College Schedule of Fees and Charges. It is to be made clear if these services will include GST. All miscellaneous charges are based on a cost recovery basis and are not intended to be a source of profit.

### **The Tuition Protection Service**

The Tuition Protection Service (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 either:

- complete their studies in another course or with another education provider or
- receive a refund of their unspent tuition fees.

### **Provider default**

In the unlikely event Australian Sovereign College is unable to deliver a course where fees have been paid in advance and it does not meet its obligations to either offer the student an alternative course that is accepted or pay the student a refund of the unspent prepaid tuition fees, the TPS will assist the student in finding an alternative course or offer a refund if a suitable alternative is not found.

In the case of provider default there is no requirement for a student to lodge a Refund Request Form.

### **Fees being paid in advance**

Australian Sovereign College acknowledges that it has a responsibility to protect the fees paid by students in advance of their training and assessment services being delivered. To meet its responsibilities under the ESOS Act, Australian Sovereign College requests payment of no more than 50% of the total tuition fees for the course before the student commences the course. It is acknowledged that students may choose to pay more than 50% in advance up to 100% of all fees due. Following course commencement, no further pre- paid tuition fees are taken before the beginning of the second study period.

Australian Sovereign College maintains a separate bank account in order to keep pre-paid tuition fees separate from day-to-day operating expense accounts. If a refund is payable before the student commences, the refund can be made in full and in a timely way without impact on the financial





operations of the business or recourse to the Tuition Protection Service.

### Keeping students informed

To ensure that students are well informed of the financial considerations of their enrolment, Australian Sovereign College undertakes to provide the following fee information to each student prior to enrolment;

- the total amount of all fees including tuition fees, enrolment application fees, materials fees and any other charges
- payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/enrolment application fee;
- the nature of the guarantee given by Australian Sovereign College to complete the training and/or assessment once the student has commenced study in their chosen qualification or course;
- the fees and charges for additional services, including such items as issuance of a replacement qualification testamur and the options available to students who are deemed 'not competent' on completion of training and assessment;
- the amounts that may or may not be repaid to the student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider) and
- the Australian Sovereign College refund policy.

### Student complaints about fees or refunds

Students who are unhappy with the Australian Sovereign College arrangements for the collection and refunding of tuition fees are entitled to lodge a complaint or appeal the decision taken by the Chief Executive Officer. This should occur in accordance with the Australian Sovereign College Complaints and Appeals Policy and procedure.

This refund policy, and the availability of our complaints and appeals processes, does not remove student rights to take further action under the Australian Consumer Protection laws where Australian Consumer Protection laws apply.

**Overseas Students Ombudsman:**

GPO Box 442, Canberra ACT 2601, Australia

Tel: 1300 362 072 (in Australia), +61 2 6276 0111 (outside

Australia) Email: [ombudsman@ombudsman.gov.au](mailto:ombudsman@ombudsman.gov.au) Web:

[www.oso.gov.au](http://www.oso.gov.au)



## Management Responsibility

The Administration Manager and Accounts Manager is responsible for overall implementation of this policy. Both has equal responsibility to coordinate and arrange and process refund in timely manner.

CEO has overall responsibility for approving this policy.

## Legislative / Statutory Requirement

- National Vocational Education and Training Regulator Act 2011
- The Education Services for Overseas Student (ESOS) Act 2000
- The Education Services for Overseas Student (ESOS) Regulation 2001
- The National Code 2018
- Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012
- Education Services for Overseas Students (Registration Charges) Amendment (Tuition Protection Service) Act 2012
- Education Services for Overseas Students (TPS Levies) Act 2012

## Risk Management

This policy assists the organisation to meet its obligations of students regarding.

- Student enrolment application form
- Letters of offer

Any variations to this policy and associated information will be provided on the enrolment form and included within the CoE letter of offer and will be deemed to have been approved by the CEO.