

Policy and Procedure	
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Contact officer	Campus Coordinator
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1. INTRODUCTION

1.1. Purpose

ABILITY English ensures prospective students are made aware of course fees and its Fees, Charges and Refund Policy before accepting an applicant for enrolment. This policy establishes a framework and associated guidelines for ABILITY English's obligations and responsibilities in the management of fees, charges and refunds across various student cohorts.

2. SCOPE

The policy applies to administration fees, charges and refunds applicable to overseas students attending CRICOS registered ELICOS courses.

3. LEGISLATIVE CONTEXT

This policy satisfies the requirements of the National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 3.

4. DEFINITIONS

ABILITY English - The trading name of ABILITY Education Pty Ltd.

ASQA - Is the acronym for the Australian Skills Quality Authority (the national VET Regulator).

CoE - Confirmation of Enrolment, issued to international students, via the Provider Registration and Student Management System (PRISMS).

CRICOS - The acronym for Commonwealth Register of Institutions and Courses for Overseas Students.

ELICOS - The acronym for English Language Intensive Courses for Overseas Students

International Students - Interchangeable with the term Overseas student which are students holding a student visa issued by the Australian Government's Department of Home Affairs.

Initial Course - This is the first course in a single course or in a combination of courses listed on each student's signed Course Acceptance Agreement (CAA).

National Code - The National Code of Practice for Providers of Education and Training to Overseas Students 2018.

PPE - Personal Protective Equipment such as safety boots, eye and hearing protection, high visibility clothing, hard hat, etc.

TPS - The Tuition Protection Service, an initiative of the Australian Government to protect international students whose education providers are unable to fully deliver their course of study.

5. POLICY STATEMENT

ABILITY English will ensure that fees, charges and refunds are collected and administered in accordance with the provisions of applicable legislative and contractual requirements and the policy is made available to all current and prospective students on the ABILITY English website.

6. PROCEDURES

6.1. Notification of Fees and Charges

Fees and charges are advised to all ABILITY English students and prospective students prior to, or at the time of enrolment through the appropriate documentation. Payment arrangements are aligned to courses and may vary depending upon factors such as length of course, student cohort, and delivery location.

ABILITY English advises its fees and charges in course promotional materials, on accompanying fee appendices, on the ABILITY English website, in the Agreement for Provision of Training, funding applications, in pre-course invoices, in the student Course Acceptance Agreement where applicable, and in the Schedule of Administrative Fees, Charges and Refunds applicable at the time.

Tuition and enrolment fees are non-transferable to other students or other institutions.

A tuition fee payment plan may be offered or granted to students.

6.2. Administration and materials charges

Fees and charges may include an administration fee, enrolment fee, booking fee, Overseas Student Health Cover (OSHC) insurance, accommodation, airport pickup, material fees for learning resources essential for the course, items which are consumable or transformed by students during the course, text books, photocopying, re-issuing of receipts, copies of academic reports, change of enrolment, additional copies or re-issue of qualifications and academic transcripts.

Additional charges may also apply including follow up charges associated with late or non-payment, overdue fees and dishonour cheque fees.

International students are to be made aware of all material costs and administration charges in their Course Acceptance Agreement prior to enrolment.

6.3. Payment arrangements

It is a requirement of ABILITY English that where tuition fees, administrative charges or other charges are applicable, these must be paid by the specified due dates on the Course Acceptance Agreement and Letter of Offer and paid in Australian dollars.

Course commencement will not occur until the first scheduled fee payment is made.

Payment from students can be made by EFTPOS, direct bank deposit, credit card and bank cheque (funds must be cleared before the date the student commences the course).

Payment Plan Arrangements

If a student communicates difficulty in their ability to make payment of the full instalment due, a payment plan may be offered as a supportive measure. Late payment fee of \$50 will be applied to all but the first instalment as stipulated on the payment plan unless the exemption of late payment fee is approved. Approval will be granted on a case by case appraisal of compassionate or compelling circumstances, evidence of which is to be provided by student.

Student will be issued with a revised Payment Schedule for the current due payment.

6.4. Non-payment of Fees

If a student and/or an employer fails to pay all fees and charges by the due date, the student and/or employer is deemed to be an ABILITY English debtor. Late fee payment may incur a penalty of a \$100 late fee.

Failure to pay the debt within fourteen (14) days of the original due date may result in any or all the following, until the full amount is paid:

- i. suspension of the student from attending or participating in the course
- ii. loss of access to the Institute's resources, computer systems or online course
- iii. loss of access to enrolment record information and academic transcripts
- iv. inability to graduate
- v. withhold certificates of completion and participation
- vi. termination of the enrolment
- vii. report of breach of student visa conditions (International Students only)

6.5. Debt Recovery

Fair and adequate recovery procedures are in place to manage the collection and recovery of monies.

6.6. Credits

Pre-payments, scholarships, waivers and amounts transferred from one course to another will be credited to the student/client's account.

6.7. Refund based on ABILITY Course Deferment or Cancellation

ABILITY English reserves the right to defer or cancel a course, change course start dates, or change course curriculum/programs at any time. In the case where ABILITY English cancels a course prior to its commencement date, all monies paid to ABILITY English will be refunded within thirty (30) working days.

Where ABILITY English cancels a course before its expected end date, the balance of fees paid for that portion of the course not yet delivered will be refunded within thirty (30) working days.

In the case of a course start date being deferred, and the new date is unacceptable to the student, all monies paid to ABILITY English will be refunded within thirty (30) working days of notice of the rescheduling. ABILITY English will offer the refund by electronic bank transfer only. Details of the preferred bank account should be provided by the applicant at the time of making the request.

In the case of an event or act of god which is unexpected and out of ABILITY English's control (Fire, Flood, Weather Event, Damage to Building etc), ABILITY English will take all reasonable steps to ensure students studies are as impacted as little as possible and if required will deliver classroom training at a temporary location as soon as reasonably possible under the circumstance.

ABILITY English will source temporary location as soon as possible and communicate with all students via email the temporary location and when required times for makeup classes. Under such unforeseen circumstances no refund of student fees will be provided.

6.8. Refund based on Student Request

A guide to refund amounts and conditions is provided in the Administration Fees, Charges and Refund schedules outlined below, attached to this policy, published on the ABILITY English website and made available to overseas students as part of their Course Acceptance Agreement:

Appendix 12.1. Administration Fees, Charges and Refunds

Approved refunds are payable less the amounts indicated in the Appendices and any agent fees that may have been incurred by ABILITY English.

Overseas students who withdraw from or suspend their course may be eligible for a refund of any Overseas Student Health Cover (OSHC) fees paid and will need to contact the OSHC service provider directly. The amount refunded will be determined by the policies of the relevant OSHC provider, with ABILITY English having no influence over this.

6.9. Requests for Refund

Students who want to make a change to their enrolment (defer, cancel, withdraw or suspend) and that are eligible for a refund will be provided with a Refund Application Form after their Amendment of Enrolment Form has been received and processed. The Refund Application Form will need to be submitted to the ABILITY English Admissions Departments in person or by sending an email to admissions@ability.edu.au within thirty (30) days for a refund to be provided.

Students will be refunded in line with their Conditions of Acceptance / Conditions of Enrolment and this Policy and the attached Appendices. If deemed eligible, ABILITY English will pay the approved refund amount within thirty (30) working days of receiving the written request via the Refund Application Form. Non-payments of any outstanding debts to ABILITY English will be offset against refund amounts. In an event where cancellation occurs and is approved for refund, ABILITY English will deduct enrolment fee from pre-paid tuition if enrolment fee was waived as part of a promotion.

Refund applications will not be processed where the signature on the Refund Application Form does not match the student's signature or signature of the original payee or their authorised representative.

6.10. Approvals

All refunds and credits must be approved by the Manager International Education or authorised delegate. Exemptions to the refund conditions may occur where the student has extenuating or compassionate grounds as determined by the Manager International Education or delegate.

6.11. Payment of Refund

Approved refunds are paid directly to the student or to a nominated third party and made in Australian dollars, paid directly into the nominated bank account.

ABILITY English will provide the student with a letter detailing the outcome of the refund application. The student will be required to sign a Refund Authority form to authorise payment to their nominated third party.

6.12. Appealing Refund Decisions

Students are referred to ABILITY English's Complaints and Appeals Policy and Procedure available from the ABILITY English office or from the ABILITY English website if they wish to appeal the decision based on the Refund Policy.

This policy, and the availability of complaints and appeals processes, does not remove the right of the student to act under Australia's consumer protection law.

6.13. Student Fee Assurance

ABILITY English protects overseas/international students' fees by holding membership in the Australian Government Tuition Protection Service (TPS) established as a single layer mechanism to place students when a provider cannot meet its obligations, or as a last resort, to provide refunds of unexpended prepaid tuition fees. For more information please visit www.tps.gov.au.

The Department of Home Affairs (DHA) is responsible for making decisions on student visa applications and administering the Student Visa Program and other immigration-related legislation.

The provision of education to international students is regulated by the Department of Education through the Education Services for Overseas Students (ESOS) legislative framework. The department has made available a brief overview of the ESOS Framework, including the rights and responsibilities of international students.

A summary of the ESOS Framework is available for download on the internet.

All students and clients have the right to act under Australia's consumer protection laws.

7. RELATED POLICIES AND PROCEDURES

EDN-013-I-POL Deferral, Suspension and Cancellation Policy and Procedure

EDN-003-I-POL Admissions Policy and Procedure

EDN-008-I-POL Complaints and Appeals Policy and Procedure

8. IMPLEMENTATION

EDN-018-I-POL Fees, Charges and Refund Policy is made available via the ABILITY English website externally and on the ABILITY English's Intranet internally.

9. RESPONSIBILITIES

The Manager International Education, Operations and Governance will review this policy annually, or in case of legislative changes requiring amendments.

10. RELATED DOCUMENTS

Appendix 12.1. Administration Fees, Charges and Refunds

Appendix 12.2. Student accommodation and airport pick-up cancellation and refund policies

EDN-003-FORM A Admissions Manual ABILITY English

11. PROCESS MAP

N/A

12. APPENDICIES

12.1. Administration Fees, Charges and Refunds

For International Students Enrolled in Fee-for-Service English Language Courses with ABILITY English

Note: All amounts are shown in Australian Dollars (AUD) and ABILITY English will not consider any fluctuations in exchange rates when calculating refunds.

Circumstance	ABILITY English Policy	Circumstance	ABILITY English Policy
Student's visa application is rejected before the initial course* start date. (An original letter from the Australian Embassy / Consulate must be provided).	100% of the pre-paid course and material fees, accommodation, and OSHC (Overseas Student Health Cover) fees. No refund of the enrolment fee and accommodation placement fee.	Visa rejection on or after initial course* starts. (An original visa refusal letter from the Australian Embassy / Consulate must be provided)	100% of the unused portion of prepaid course and material fees, accommodation and OSHC fees. No refund of the enrolment fee and accommodation placement fee.
ABILITY English cancels a course after it has commenced.	100% of the unused portion of prepaid course and material fees, accommodation and OSHC fees. No refund of the enrolment fee.	Student provides notice of course cancellation in writing to more than 28 days before the student's initial course* starts.	100% of pre-paid course and material fees and 100% of OSHC (Overseas Student Health Cover) fees. No refund of the enrolment fee. For accommodation fees, see the accommodation refund table.
Student provides notice of course cancellation in writing to an ABILITY staff member between 28 days and 15 days before the student's initial course* starts.	75% of pre-paid course and material fees and 100% of OSHC (Overseas Student Health Cover) fees. No refund of the enrolment fee. For accommodation fees see the accommodation refund table	Student provides notice of course cancellation in writing to an ABILITY staff member between 14 days and 1 day before the student's initial course* starts.	50% of pre-paid course and material fees and 100% of OSHC (Overseas Student Health Cover) fees. No refund of the enrolment fee. For accommodation fees see the accommodation refund table
Withdrawal on or after the initial course* starts.	No refund of payments received and any outstanding payments as listed on a student's Course Acceptance Agreement (CAA) remain payable by the student. No release letter will be granted unless all fees payable, as listed on a student's signed CAA, are received in full.	Termination of enrolment by ABILITY due to student misbehaviour.	No refund
If a student breaches their visa conditions resulting in their studies and/or visa being cancelled.	No refund	Course Change: 'All Day English' to 'Evening English' after course commencement	No refund
Course Change: 'Evening English' to 'All Day English' after course commencement	Payment of course fee difference	Between campuses, 'All Day English' or 'Evening English' after course commencement	Payment of course fee difference
CoE changes	\$50 AUD per CoE change request on the forth (4th) change or more. Tuition fees adjusted according to change request.	ABILITY English cancels a course before its starting date	Full refund within thirty (30) working days of fees paid to ABILITY English
ABILITY English defers a course start date and the new date is unacceptable to the student	Full refund within thirty (30) working days of fees paid to ABILITY English as soon as we receive notice that the new date is unacceptable for the student.	ABILITY English cancels a course before its expected finish date	Refund within thirty (30) working days of the unexpended portion of pre-paid tuition fees.
Replacement Student ID Card	\$10	Unforeseen event or 'Act of God' such as Fire, Flood, Weather Event or Damage to Building resulting in the delay and/or relocation of classroom delivery	No Refund

**Initial course is the first course in a single course or in a combination of courses listed on each student's signed Course Acceptance Agreement.*

12.2. Student accommodation and airport pick-up cancellation and refund policies

Service Fee	Refund
Booking fee	No refund
Airport transfer service: two (2) working days' notice must be given of any changes to details of inbound flights	If less than two (2) working days' notice is given for a change of flight details, then no refund
Accommodation deposit: The student cancels after the accommodation booking has been confirmed	
2-4 weeks' notice	Compensation payment equivalent to one (1) week's accommodation fee is payable to the accommodation provider.
1-2 weeks' notice	Compensation payment equivalent to two (2) weeks' accommodation fee is payable to the accommodation provider.
Under 1 week's notice	No refund
After a student has commenced their stay	No refund
A student wants to change their Accommodation after they have commenced their stay.	The student must repay the booking fee, give two (2) weeks' notice to the current Accommodation provider and pay for a minimum of four (4) weeks' accommodation at the new Accommodation.

Process for claiming a refund

Students who want to make a change to their enrolment (defer, cancel, withdraw or suspend) and that are eligible for a refund will be provided with a Refund Application Form after their Amendment of Enrolment Form has been received and processed. The Refund Application Form will need to be submitted to the ABILITY English Admissions Departments in person or by sending an email to admissions@ability.edu.au within thirty (30) days for a refund to be provided.

Students will be refunded in line with their Terms and Conditions of Enrolment and the 'EDN-018-I-POL Fees, Charges and Refund Policy and Procedure' outlined above.

If deemed eligible, ABILITY English will pay the approved refund amount within thirty (30) working days of receiving the written request via the Refund Application Form. Non payments of any outstanding debts to ABILITY English will be off set against refund amounts. Refund applications will not be processed where the signature on the Refund Application Form does not match the student's signature or signature of the original payee or their authorized representative.