

## Fees and Refunds policy & procedure

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### RTO 22234

Ashton College will charge a range of fees for both award and non award courses. Fee information is provided to students before enrolment and it is also available on the college website ([www.ashtoncollege.edu.au](http://www.ashtoncollege.edu.au)).

This policy is implemented in compliance with the requirements of the Standards for Registered Training Organisations (2015) clause 5.3 and 7.3 and the National Code of Practice 2018.

#### DEFINITIONS:

**Tuition fees:** The term 'tuition fees' refers to the fees Ashton College receives directly or indirectly from a student or intending student (or another person who pays the fees on behalf of a student) that are 'directly related to the provision of the course that the college is providing, or offering to provide, to the student'. In this context 'tuition' takes its common meaning – that is, a charge or fee for educational instruction. Tuition Fees are defined in section 7 of the ESOS Act.

**Non-tuition Fees:** The term 'non-tuition fees' refers to the fees Ashton College receives directly or indirectly from a student or intending student (or another person who pays the fees on behalf of a student) which constitutes any other additional fees charged by Ashton College that are not included in tuition fees. Non – tuition fees cover other items not directly related to tuition, and may be compulsory or discretionary. E.g. application fees and course material fees.

**Study Period:** For the purpose of refund calculation, a study period is defined as 6 month duration of a course.

**Short Course Period:** For the purpose of refund calculation, a short course period is defined as a 6 month or less than 6 month duration of a course.

#### 1. FEES

- 1.1 Applicable tuition and non-tuition fees are collected prior to course commencement. Students must pay Ashton College the fees indicated on the Letter of Offer prior to the generation of a Confirmation of Enrolment (CoE).
- 1.2 Fees are collected and deposited in the College bank account within 5 working days of collection.
- 1.3 International students' fees paid prior to course commencement are placed in a 'holding account' and not accessed until the students commence their course.
- 1.4 All students are provided with a receipt for fees paid.
- 1.5 No more than 50% of the tuition fees is collected in advance of course commencement from a student enrolling in a course with duration of more than 6 months.
- 1.6 Full tuition fees and non tuition fees can be collected in advance of course commencement for short courses (e.g. ELICOS) with duration of less than 6 months.
- 1.7 Students pay ongoing tuition and non tuition fees in instalments periodically agreed upon at orientation.
- 1.8 Students who wish to pay ongoing tuition and non tuition fees in advance of the next study period can only do so up to a maximum of two weeks in advance of the commencement of that study period.
- 1.9 Students will be informed of their payment plan on orientation day.
- 1.10 Students will be given the option to have fees debited directly from their bank account.
- 1.11 Students who opt for Direct Debit receive a debit notification two (2) days before the scheduled direct debit date.

- 1.12 Students are required to pay all fees related to their study at Ashton College within the time periods indicated.
- 1.13 For those who fail to make a payment within the scheduled payment plan:
- a) A direct debit dishonour fee of \$14.80 will be charged by the direct debit provider.
  - b) An email will be sent by the direct debit provider regarding the payment dishonour advising student to contact Ashton College immediately.
  - c) Ashton College will request the student to clear the amount due within 7 working days from the date of payment dishonour, otherwise a late processing fee of \$100 will be applied after 7 days.
  - d) Student are advised to make a pending dishonour payment by contacting finance department at Ashton College.
  - e) A pending fee notice will be sent to student advising them to make a payment immediately or contact finance department if they have any issues.
- 1.14 Students will have 20 working days starting from the date on the Pending Fee Notice to pay the due fees with applicable penalties. Non-payment of the fee within this due time violates the terms and conditions of the student agreement and might result in termination of enrolment with Ashton College.
- 1.15 For any outstanding debts, Ashton College will use an external Debt Collection agency to collect the owed monies and students will be responsible for the payment of external costs associated to use the services of debt collection agencies.
- 1.16 There is no limit to the amount or time condition in relation to the collection of outstanding debts.
- 1.17 Ashton College reserve the right to commence/ continue legal proceedings in order to recover the outstanding debt without any further notice to the student.
- 1.18 The student agreement, and the availability of the College Complaints and Appeals policy, does not remove the right of the student to take action under Australia's Consumer Protection Law.

#### **Additional Non-Tuition Charges**

- a) Re-Issue of Student ID Card \$15.00
- b) Re-Issue of Certificate and/ or Statement of Attainment \$50.00
- c) Re-issue of Enrolment Offer after the expiry date \$250.00
- d) Bank Account transaction fee for debit card \$0.88
- e) Visa/MasterCard transaction fee 1.65% (min \$0.88)
- f) Amex/Diners transaction fee 3.65% (min \$0.88)
- g) Payer Dishonour Fee \$14.80 (charged by direct debit provider)
- h) Change of Enrolment/eCOE \$50.00
- i) Change of Batch after course start date \$250.00
- J) Late fee payment \$100.00
- K) Overseas Bank transaction and/or dishonour fee \$25.00
- j) A charge of \$200 per unit for reassessment of theory only units will apply and \$250 for unit reassessments that include practical assessments will apply. For further information please see Training & Assessment policy & procedures.

## 2. REFUNDS

- 2.1 Ashton College has a fair and equitable refund policy.
- 2.2 The refund policy is made available to all students' pre-enrolment via the Client Information Handbook and by referring them to website.
- 2.3 The application fee is non-refundable in all circumstances (except provider default).

## 3. REFUND TERMS AND CONDITIONS

- 3.1 A Refund application form must be submitted along with supporting documentation to reception at Ashton College Main Campus or by email to [finance@ashtoncollege.edu.au](mailto:finance@ashtoncollege.edu.au).
- 3.2 For short courses, if an enrolment is cancelled more than 7 days prior to commencement of the course date there will be a cancellation fee equivalent to 20% of the total tuition fees paid.
- 3.3 For short courses, full tuition fees are not refundable if a student withdraws within 7 days of course commencement.
- 3.4 For full fee paying domestic students, if an enrolment is cancelled within 28 days of commencement of the course date or the student does not commence on the agreed date, or withdraws from the course once it has commenced there will be no refund of fees paid to date.
- 3.5 If an application for a student visa is rejected for an international student applying for enrolment from offshore, then all tuition and non-tuition fees (except application fees and Overseas Bank transaction fee) will be refunded in full provided that documentary evidence is supplied. The student must submit the visa refusal letter as documentary evidence. A refund will be provided by electronic transfer within 20 working days of receiving the refusal letter.
- 3.6 If an enrolment is cancelled (non-visa refusal) more than 28 days prior to commencement of the course date there will be a cancellation fee equivalent to 20% of the total tuition fees paid.
- 3.7 If an enrolment is cancelled within 28 days of commencement of the course date (non visa refusal) or a student does not commence on the agreed date, or withdraws from the course once it has commenced there will be no refund of fees paid to date.
- 3.8 A full refund, less any application fee will be provided to the student prior to commencement where:
  - a) Illness or disability prevents a student from taking up the course;
  - b) There is death of a close family member of the student (parent, sibling, spouse or child); or
  - c) Other special or extenuating circumstances, including political, civil or natural events, are accepted at the discretion of the CEO of Ashton College, or his or her nominee, as preventing a student from taking up the course.

Students must provide original and verifiable documentary evidence to Ashton College in support of the grounds listed in paragraphs 3.8 a), b) and c).

- 3.9 In the unlikely event where a student experiences compelling circumstances (listed in 3.7) after the commencement of the course, a refund of the tuition fee will be made for the proportion of the course not completed, less the application fee.

Refunds paid under section 47E of the ESOS Act are calculated under the Education Services for Overseas Students (Calculation of Refund) specification 2014.

- 3.10 It is the responsibility of the student to provide written advice of withdrawal, by completing an application to amend enrolment form. This form is available from student services at Ashton College. Advice of withdrawal made by telephone will not be accepted.

- 3.11 The application fee is non-refundable in all circumstances except if Ashton College fails to deliver the course on the agreed start date and the student claims a refund.
- 3.12 Courses can be deferred to the next available intake where extenuating circumstances exist.
- 3.13 The refund decision will be made within 20 working days on receiving the application.
- 3.14 Students can appeal to the College on refund decisions by accessing the Complaints and Appeals policy and procedure.
- 3.15 The student agreement, and the availability of the College Complaints and Appeals policy, does not remove the right of the student to take action under Australia's Consumer Protection Law.

#### **4. EXTENUATING CIRCUMSTANCES**

Students may have extenuating circumstances that prevent them from attending scheduled course dates. These circumstances may include (but are not limited to):

- a) Illness
- b) Family or personal matters
- c) Other extraordinary reasons

Where evidence can be successfully provided to support the student's circumstances, tuition fees may be transferred to the next available course where applicable. This decision of assessing the extenuating circumstances rests with the CEO and shall be assessed on a case by case situation. The student must provide supporting evidence as mentioned above in 3.8.

#### **5. APPLYING, PROCESSING AND PAYMENT OF REFUNDS**

- 5.1 All students. If fees have been paid, can apply for refunds by completing the refund application form.
- 5.2 Refund application forms can be requested from reception at Ashton College's Main Campus or by email from [finance@ashtoncollege.edu.au](mailto:finance@ashtoncollege.edu.au).
- 5.3 Students requiring assistance with completing a refund application form may contact reception at Ashton College Main Campus or [finance@ashtoncollege.edu.au](mailto:finance@ashtoncollege.edu.au).
- 5.4 A Refund application form must be submitted along with supporting documentation to reception at Ashton College Main Campus or by email to [finance@ashtoncollege.edu.au](mailto:finance@ashtoncollege.edu.au).
- 5.5 Refund requests will be approved/ denied within in 20 working days of receipt.
- 5.6 Refunds are made in the same way fees were paid. If a paid fee through credit card, the refund amount will be credited to the credit card; and same holds for other methods of payments.
- 5.7 Students will be notified in writing of the outcome of their application along with reasons why it was declined (if appropriate).
- 5.8 Students have the right to access the complaints/appeals policy if they wish to appeal the refund application outcome.
- 5.9 The student agreement, and the availability of the College Complaints and Appeals policy, does not remove the right of the student to take action under Australia's Consumer Protection Law.
- 5.10 Refunds paid under section 47E of the ESOS Act are calculated under the Education Services for Overseas Students (Calculation of Refund) specification 2014.

## **6. PROVIDER DEFAULT**

- 6.1 In the unlikely event that Ashton College is unable to deliver the course in full; students will be offered a refund of all the course money paid to date.
- 6.2 The following circumstances may be the cause of not providing the course in full:
  - a) The offered course does not start on the scheduled starting date or an alternative agreed starting date
  - b) The course ceases to be provided after the course starts but before the course is completed
  - c) A course is not provided fully to a student because Ashton College has a sanction imposed by the National VET Regulator.
- 6.3 The refund will be paid within 14 days of the day in which the course ceased being provided. Alternatively, enrolment may be offered in an alternative course at Ashton College at no extra cost. Students have the right to choose whether to accept a full refund of course fees, or to accept a place in another course. If they choose placement in another course, students will be asked to sign a document indicating acceptance of the placement at Ashton College.

## **7. GENERAL**

- 7.1 The student agreement, and the availability of the complaints and appeals policy, does not remove the right of the student to take action under Australia's Consumer Protection Law.
- 7.2 Students who breach the College Code of Conduct may be excluded from the course. The College will review each case on its individual merits when deciding whether to pay a refund in such circumstances.
- 7.3 Financial data will be recorded and stored in compliance with Standard Accounting Practice.

## **8. Tuition Fee Protection**

- 8.1 Ashton College is a member of the Australian Government endorsed Tuition Protection Service (TPS).
- 8.2 Ashton College will maintain membership of the Tuition Protection Service during its period of registration as a provider.
- 8.3 Ashton College will pay all subscriptions to the TPS in accordance with TPS requirements.
- 8.4 If due to unforeseen circumstances Ashton College is unable to complete the delivery of a course once commenced, and subsequently refund the student tuition fees unused and/ or offer them an acceptable place in another course at Ashton College, the Tuition Protection Service will attempt to secure a place for the student in a suitable course at another College.

### **Documents to be employed when implementing this policy and procedure:**

Pending Fee Notice

MYOB

Student Management System: VETTRAK