

Fees and Refunds Policy & Procedure

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's website

www.ashtoncollege.edu.au.

Section 47e

This policy is implemented in compliance with the requirements of the Standards for Registered Training Organisations (2025) clauses 5.3 and 7.3 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (The National Code 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, for instance, application fees and course material fees.

Non-tuition Charges:

- a) Enrolment/application fee of \$250
- b) Re-issue of Student ID Card \$30.00
- c) Re-issue of Certificate and/ or Statement of Attainment \$100.00
- d) Re-issue of Enrolment Offer after the expiry date \$50.00
- e) Administration Fee for course cancellation A\$500
- f) Airport pickup fee \$200.00
- g) Homestay placement fee \$250.00
- h) Bank account transaction fee for the debit card \$0.88 per transaction
- i) Visa/MasterCard transaction fee 1.9% (min \$0.88)
- j) Amex/Diners transaction fee 3.65% (min \$0.88)
- k) Offshore payment processing fee of \$35.00 per transaction
- l) Payer dishonour Fee \$20.00 per transaction
- m) Change of Confirmation of Enrolment (CoE) \$50.00 per eCOE
- n) Postage Australia wide \$ 20.00
- o) Change of batch after course commencement date \$250.00
- p) Monthly payment plan service fee \$50.00 per month
- q) A late processing fee of \$100 for monthly payment plan
- r) A charge of \$200 per unit for a re-assessment of theory-only units, and \$250 for a re-assessment of units that include practical assessments.

- s) Deferment fee of \$1500 (non-refundable) to secure deferred enrolment. This fee will form part of tuition fees once you resume your course.

Study Period:

- For the purpose of refund calculation, a study period is defined as a 6-month duration of a course.
- 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.

Student Default:

Under section 47A of the ESOS Act, an overseas student or intending overseas student defaults, in relation to a course at a location, if:

- (a) the student does not start the course on the agreed starting day (and has not previously withdrawn); or
- (b) the student withdraws from the course (either before or after the agreed starting day); or
- (c) the provider refuses to provide, or continue providing, the course to the student because of one or more of the following events:
 - (i) the student failed to pay an amount they were liable to pay the provider to undertake the course;
 - (ii) the student breached the condition of their student visa;
 - (iii) misbehaviour by the student.

1. FEES

- 1.1 Applicable tuition and non-tuition fees are collected prior to course commencement. A student 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 deposited in the College bank account.
- 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. The account is maintained with an Australian ADI (within the meaning of section 9 of the Corporations Act 2001).
- 1.4 All students are provided with receipts for fees paid.
- 1.5 No more than 50% of a student's total tuition fee is collected for a course before the student has begun the course.
- 1.6 Clause 1.5 does not apply if:
 - (a) either of the following choose to pay more than 50% of the overseas students, or intending overseas student's, total tuition fees for a course before the student has begun the course:
 - (i) the student;
 - (ii) a person who is responsible for paying those fees; or



(b) the course has a duration of 25 weeks or less.

For example, a student or the person who is paying a student's fees may decide this is a good idea if the Australian dollar exchange rates mean you will save money by paying more of your fees early.

- 1.7 Payment of a student course material fee is required prior to-course
- 1.8 Students may pay ongoing tuition fees in installments periodically agreed upon at orientation.
- 1.9 We do not accept liability for any fees paid directly to an educational agent, either in Australia or in another country, in relation to an applicant to study at Ashton College
- 1.10 The instalment plan is a financial arrangement between Ashton College and the student, allowing for payment of course/tuition fees via direct debit over an agreed-upon period.
- 1.11 A monthly plan will charge an additional \$50 flat administrative fee per month.
- 1.12 Students will be informed of their payment plans at orientation.
- 1.13 Students who opt for Direct Debit will receive a debit notification two (2) days before the scheduled direct debit date.
- 1.14 Students are required to pay all fees related to their study at Ashton College within the time periods indicated.
- 1.15 In cases of financial hardship, a student can request a fee payment extension of a maximum of one month, a limit of two times during their enrolments with Ashton College. At any given time, there will be an extension of up to one month only. Students cannot be provided with fee extensions for consecutive months. Students must request this in writing by sending an email to finance@ashtoncollege.edu.au. Ashton College finance staff will decide the time frame of the extension provided.
- 1.16 For those who fail to make a payment within the scheduled payment plan.
 - a) A direct debit dishonour fee of \$20.00 will be charged by the direct debit provider.
 - b) An email will be sent by the direct debit provider regarding the payment dishonour advising the student to contact Ashton College immediately.
 - c) Ashton College will request that the student 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) Students are advised to make pending dishonour payments by contacting the finance department at Ashton College.
 - e) A pending fee notice will be sent to students advising them to make payment immediately or contact the finance department if they have any issues.
- 1.17 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 fees within this due time violates the terms and conditions of the student agreement and might result in termination of enrolment with Ashton College.
- 1.18 For any outstanding debts, Ashton College may use an external Debt Collection agency to collect the debts, and students shall be responsible for the payment of



external costs associated with using the services of debt collection agencies.

- 1.19 Where a student, who adopts a monthly payment plan, decides to withdraw from the course, this student should pay all the fees to cover the whole study period.
- 1.20 Ashton College reserves the right to commence/ continue legal proceedings in order to recover the outstanding debt without any further notice to the student.
- 1.21 The terms and conditions detailed in the agreement, the student Letter of Offer, and the availability of the College Complaints and Appeals policy do not remove the right of a student to take actions under the Australian Consumer Law if the Australian Consumer Law applies.
- 1.22 The currency, fees, A\$ and "\$" in this policy refer to Australian dollars.
- 1.23 Ashton College reserves the right to alter the fees as per quarterly reviews and/or special promotions. However, if you have been offered enrolment to study at Ashton College, we guarantee the original offered price to stay the same.
- 1.24 In the case of human or computer errors, Ashton College reserves the right to re-offer the correct fee.
- 1.25 This policy is available under the 'Forms and Policies' heading on Ashton College's website and is also detailed in the Terms and Conditions of the student's Enrolment acceptance.

2. FEES/REFUNDS - TERMS AND CONDITIONS

Ashton College has a clear, accurate, current, fair and equitable refund policy.

- 2.1 A Refund Application Form must be submitted along with supporting documentation to finance@ashtoncollege.edu.au. This form can be found on the Ashton College website under the "Forms and Policies" section.
- 2.2 It is a student's responsibility to submit a written notice of withdrawal by completing the "Application to Amend Enrolment" form and send it to finance@ashtoncollege.edu.au. This form can be found on the Ashton College website under the "Forms and Policies" section. Withdrawals made by telephone will not be accepted.
- 2.3 The application/enrolment fee is non-refundable.
- 2.4 It is a student's responsibility to initiate the refund application process. Refund applications submitted more than 90 days after the enrolment date or the date of cancellation/withdrawal (including due to visa refusal or other reasons) will not be eligible for consideration. Ashton College reserves the right to deny any refund request.
- 2.5 If any fraudulent documentation is submitted, whether by a student or a student's authorised representative, Ashton College reserves the right to deny any refund request.
- 2.6 Students who withdraw from Ashton College during the restricted transfer period of their student visa to enrol with another Australian education provider, without obtaining a formal release from Ashton College, will be considered in breach of visa transfer conditions. This applies to both enrolled students and those who have accepted an offer from Ashton College but have not yet commenced their program. Students are not eligible for refunds and Ashton College reserves the right to claim term fees as per our fees and refund policy.



- 2.7 If a student withdraws from a course more than 28 days before the start date (excluding visa refusal), Ashton College reserves the right to retain a \$500 administrative fee, application/enrolment fees, Overseas Bank transaction fees and the Confirmation of Enrolment (CoE) extension fee (if applicable).
- 2.8 If a student withdraws from a course within 28 days before the start date (non-visa refusal), the student shall not be eligible for a refund.
- 2.9 If a student withdraws from a course after the start date (non-visa refusal), the student shall not be eligible for a refund.
- 2.10 If a continuing student requests to withdraw or cancel from the course, full study term tuition fees are payable to Ashton College.
- 2.11 If a student is paying fees in monthly instalments and decides to withdraw or cancel the course, full study period tuition fees are payable.
- 2.12 Where a student is unable to commence studies in accordance with the date on his/her current CoE, and the student intends to keep the position offered by Ashton College:
- The student must inform Ashton College in writing at least 7 (seven) days prior to the course commencement date, and
 - The student must apply for a new (extension) CoE, and
 - If the student requests of applying for a new (extension) CoE is approved by Ashton College, the student previous CoE will be cancelled, and the student will be charged a non-refundable Change of Confirmation of Enrolment fee that is \$50 per CoE.
- 2.13 If a student fails to commence their studies on the date specified in their current Confirmation of Enrolment (CoE) and does not notify Ashton College in writing at least seven (7) days prior to the course start date, Ashton College reserves the right to cancel all associated CoEs and withhold any refund of fees paid.
- 2.14 If a student's offshore visa application is refused and the course has not yet started, when process a refund request is approved by Ashton College, the College reserves the right to retain \$500 from this student's deposit and charge the following fees:
- Application Fees
 - Confirmation of Enrolment (CoE) extension fee (if applicable)
 - Overseas Bank transaction fees (if applicable)
- 2.15 In the event of clause 2.13, the student who applies for a refund shall submit a visa refusal letter. The refund will be processed via electronic transfer within 20 working days of receiving the refusal letter and a completed Refund Request Form.
- 2.16 If an international student currently residing in Australia has their student visa extension application refused by the Department of Home Affairs after the commencement of their

studies, no refund will be provided for any fees paid up to that date.

- 2.17 Leave of absence, deferring, or suspending studies does not entitle a student to a refund of tuition fees for the period during which such actions are in effect.
- 2.18 If a student provides inaccurate or fraudulent information or documentation to Ashton College, no refund will be granted.
- 2.19 A full refund of tuition fees, less than 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 2.17 a), b) and c).

- 2.20 In the unlikely event where a student experiences compelling circumstances (listed in 2.17) 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 and material fee.
- 2.21 Refunds paid under section 47E of the ESOS Act are calculated under the Education Services for Overseas Students (Calculation of Refund) specification 2014.
- 2.22 The application fee and course material fee are 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.
- 2.23 The refund decision will be made within 20 working days of receiving the application.
- 2.24 For any outstanding debts, Ashton College may use an external Debt Collection agency to collect the debts, and students shall be responsible for the payment of external costs associated with using the services of debt collection agencies.
- 2.25 Students may appeal to the College on refund decisions by accessing the Complaints and Appeals policy and procedure.
- 2.26 The terms and conditions detailed in the agreement in the student Letter of Offer, and the availability of the College Complaints and Appeals policy does not remove the right of the student to take action under *The Australian Consumer Law* if the *Australian Consumer Law* applies.

3. 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 students' circumstances, tuition fees may be transferred to the next available course where applicable. This decision to assess the extenuating circumstances rests with the CEO and should be assessed in a case-by-case situation. The student must provide supporting evidence as mentioned above in 2.17.

4. APPLYING, PROCESSING AND PAYMENT OF REFUNDS

- 4.1 The Finance Manager is responsible for processing the refund claims.
- 4.2 Students can apply for refunds by completing the Refund Application Form.
- 4.3 Students can find a Refund Application Forms from Ashton College's official website, the reception at Ashton College main campus or by email to finance@ashtoncollege.edu.au.
- 4.4 Students requiring assistance with completing a Refund Application Form may contact the reception at Ashton College main campus or by email to finance@ashtoncollege.edu.au.
- 4.5 A Refund Application Form must be submitted along with supporting documentation to the reception at Ashton College main campus or by email to finance@ashtoncollege.edu.au.
- 4.6 Refund requests will be approved/denied within 20 working days of receipt.
- 4.7 Refunds are made in the same way fees were paid. If a paid fee through a credit card, the refund amount will be credited to the credit card, and the same holds for other methods of payment.
- 4.8 Students will be notified in writing of the outcome of their applications along with reasons why their applications were declined (if appropriate).
- 4.9 Students have the right to access the complaints and appeals policy if they wish to appeal the refund application outcome.
- 4.10 The student agreement and the availability of the college complaints and appeals policy do not remove the right of the student to take action under Australia's Consumer Protection Law.
- 4.11 Refunds paid under section 47E of the ESOS Act are calculated under the Education Services for Overseas Students (Calculation of Refund) specification 2014.

5. PROVIDER DEFAULT

- 5.1 In the unlikely event that Ashton College is unable to deliver the course in full, students will be offered a refund of all tuition fees paid to date.
- 5.2 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.
- 5.3 The refund will be paid within 14 days of the day on which the course ceased being provided.

Alternatively, enrolment may be offered on 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 a placement in another course, students will be asked to sign a document indicating acceptance of the placement at Ashton College.

6. GENERAL

- 6.1 The terms and conditions detailed in the agreement in the student Letter of Offer, and the availability of the college Complaints and Appeals policy do not remove the right of the student to take action under *The Australian Consumer Law* if the *Australian Consumer Law* applies.
- 6.2 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.
- 6.3 Financial data will be recorded and stored in compliance with Standard Accounting Practice.

7. TUITION FEE PROTECTION

- 7.1 Ashton College is a member of the Australian Government-endorsed Tuition Protection Service (TPS).
- 7.2 Ashton College will maintain membership in the Tuition Protection Service during its period of registration as a provider.
- 7.3 Ashton College will pay for all subscriptions to TPS in accordance with TPS requirements.
- 7.4 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:

Acceptance Agreement
Pending Fee Notice
XERO
Complaints and Appeals
Student Management System: VETTRAK

Please Note: The further versions are stored in One drive.