

FEES, CHARGES AND REFUND POLICY		
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QMS Link	<i>CSE internal use only: QMS 2. Client Engagement System – Refund policy</i>	
Endorsed By	CSE Management Team	
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1. DEFINITIONS

AOE	Amendment of Enrolment
CEO	Chief Executive Officer
Course Fee	A total course fee which includes the tuition fee, administration or enrolment fee, and mandatory materials fee.
CRICOS	Commonwealth Register of Institutions and Courses for Overseas Students.
Course	A course offered by CSE which is listed on the Australian Government Department of Education and Training CRICOS register.
CSE	Childrens Services Education Pty Ltd trading as Children's Services Education.
OSHC	Overseas Student Health Cover
RTO	Registered Training Organisation
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.
Tuition Fee	A fee that covers tuition only, and does not include other costs such as a materials fee, administration or enrolment fee, or other charges that a student may pay for services or products.
VET	Vocational Education and Training

2. RELATED STANDARDS

RTO Standard 5

Each learner is properly informed and protected.

Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying: Standard 5. 3.

- a) All relevant fee information including:
 - i. Fees that must be paid to the RTO; and*
 - ii. Payment terms and conditions including deposits and refunds.**
- b) The learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies;*
- c) The learner's right to obtain a refund for services not provided by the RTO in the event that:*

- i. Arrangement is terminated early; or
- ii. The RTO fails to provide the agreed services.

RTO Standard 7

The RTO has effective governance and administration place.

7.3 Where the RTO requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500, the RTO must meet the requirements set out in the Requirements for Fee Protection, for example The RTO holds current membership of a Tuition Assurance Scheme approved by its VET Regulator which, if the RTO is unable to provide services for which the learner has prepaid, must ensure:

- a) The learner will be placed into an equivalent course such that:
 - i. The new location is geographically close to where the learner had been enrolled; and
 - ii. The learner received the full services for which they have prepared at no additional cost to the learner; or
- b) If an equivalent course cannot be found, the learner is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.

National Code Standard 2

Recruitment of an overseas student.

Prior to accepting an overseas student or intending overseas student or enrolment in a course, the registered provider must make comprehensive, current and plan English information available to the overseas student or intending overseas student on:

2.1.7 Indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and the registered provider's cancellation and refund policies.

3. LEGISLATIVE CONTEXT

This policy and procedures satisfies the requirements for:

- The National Code of Practice for Providers of Education and Training to Overseas Students 2018
- Standards for Registered Training Organisations (SRTOs) 2015
- Australian Consumer Law: Competition and Consumer Act 2010.

4. OVERVIEW

This policy sets out the regulations and guidelines the collection of fees, fee protection, non-payment of fees and refunds. CSE will ensure that fees, charges and refunds are collected and administered in accordance with the provisions of applicable legislative and contractual requirements.

CSE ensures prospective students are made aware of all fees and charges before accepting an enrolment offer. This policy is made available to all current and prospective students on the CSE website.

5. COMPLIANCE REQUIREMENTS

- All prospective students are advised of the fees and charges applicable to their enrolment prior to or at the time of enrolment through appropriate documentation or via the CSE website, as appropriate
- Fees and charges are to be paid to CSE in Australian dollars
- CSE course fees are indicative fees at the time of publication and may be subject to change within a fair and reasonable percentage
- Tuition fees (for example fees directly related to the delivery of training and assessment) are GST free. Materials fees and charges depicted in the Additional Fees, Charges and Refunds table are inclusive of GST where this applies
- Any equipment, resources or property purchased either separately by the student or paid for as a materials/resources fee becomes the property of the student when paid for. CSE advises the student in writing, the dates that fees and charges are payable and the method through which payment can be made.
- Students cannot commence their course until the first/initial payments have been paid. Schedule payment options throughout the duration of the course are offered to students as a means of protection so students are not paying large amounts of money up-front. Students are not required to pay more than 50% of the total course fee up front, but students may choose to pay a higher amount if they wish to do so
- Special payment arrangements may be offered as a once-off arrangement where there are compelling or compassionate circumstances. This is at the discretion of the Manager International Education.
- CSE holds membership of a Tuition Protection Scheme relevant to its student cohort and the fees being collected
- Where a student, their employer or their sponsor fails to pay fees and charges by a due date, the student/employer or sponsor is deemed to be a CSE debtor. Late payment fees may be applied
- Where a student's tuition fees or charges are not paid within fourteen (14) days of the original due date, this may result in:
 - The student being suspended from the course until the fees or charges are fully paid
 - Loss of access to CSE trainers, resources, computers or online learner portal
 - Loss of access to enrolment records and academic transcripts
 - The student not being able to graduate
 - Termination of the student's enrolment
 - A formal report of an overseas student for breach of visa conditions.
- CSE may utilise debt recovery procedures to manage the collection and recovery of unpaid fees and charges
- CSE will transfer or credit payments from one CSE course to another CSE course if applicable
- Where CSE is refunding a student their full or partial fees, the refund will be processed within ten (10) working days from receiving the fully completed Refund Application Form. Refunds are paid directly to the student unless the student nominates, in writing on a Refund Authority Form, another party to receive the refund

- All refunds are made in Australian dollars paid directly to the student's nominated bank account and CSE will provide written details of the refund payment
- All additional fees and charges which a student may be subject to, and the relevant conditions that apply to the fees and charges, are clearly described in the Fees, Charges and Refunds Table
- The conditions under which CSE will grant a refund are clearly described in the Fees, Charges and Refunds Table.
- Students have the right to raise a complaint or appeal in relation to fees and refunds, using the CSE Complaints and Appeals Policy and Procedures
- CSE Complaints and Appeals Policy does not remove the right of the student to act under the Australia's consumer protection law.

6. FEES PROCEDURE

6.1 Promotion of fees and charges

- a) Tuition and all related course fees are made available on the CSE website, within the Course Agreement for overseas students, in the documented Fees and Payment Schedules, and the Fees, Charges and Refunds Table.
- b) The Letter of Offer carries wording which indicates that the Payment Schedule and the Fees, Charges and Refund table are indicative at the time of the letter and that fees and charges may change over the duration of the course.
- c) The promotional Fees and Payment Schedule carries the wording "These fees are Indicative at time of publication, and may be subject to change".

6.2 Course enrolment confirmation and collection of fees

- a) CSE issues an Invoice to students with full details of payment amounts and due dates.
- b) Students confirm their acceptance of the course fees and charges by signing the Course Acceptance Agreement.
- c) A variety of payment methods are offered. Finance confirms payment options. Students complete a How to Pay Form Indicating their chosen method for payment.
- d) Course enrolment is confirmed when CSE receives the student's signed Course Acceptance Agreement and the initial payment.
- e) Overseas students may provide their initial payment through their Education Agent. In this case the Agent may deduct their initial Agent's commission, as approved by CSE in their Education Agent Agreement, prior to forwarding the balance of the payment to CSE.
- f) All fees must be paid by the due date indicated in the Invoice. Late payment of fees will incur an additional late payment fee.
- g) Where a student requests an individual payment plan due to their personal circumstances, a payment plan fee is applied.

7. REFUND PROCEDURE

There are a number of situations where CSE will refund all or part of a student's unused pre-paid tuition and materials fees. Full details are provided in the Fees, Charges and Refunds Table.

Refunds will be processed ten (10) working days or the student will be advised of the reasons for the delay and expected date.

For conditions relating to refunds of OSHC, accommodation or other charges made by third parties, refer to the Fees, Charges and Refunds Table.

a) Examples where refund of all course fees applies

- CSE cancels the course before its expected start date
- CSE changes the course start date and the student does not wish to continue with their enrolment.

b) Examples where refund of all unused tuition fees applies

- CSE cancels the course before commencement or within the duration of the course
- A student cancels their enrolment 28 days or more before course commencement date or the beginning of a new term or study period
- A student cancels their enrolment less than 28 days before course commencement or beginning of new term (a late cancellation charge applies)
- A student cannot commence the course due to Visa rejection (original letter from the embassy/consulate must be provided)
- Student's visa is rejected after the course or term has commenced
- CSE changes the course program, curriculum or long-term delivery location and this does not suit the student (Refer to clause c).

c) Conditions where no refund of tuition or materials fees apply

- A short-term delivery location changes due to an 'Act of God' (for example fire, flood, other weather condition), or an event outside of CSE's control including damage to building, providing CSE is able to source temporary locations, and the student's studies are not impacted to the extent that an extension in course duration is warranted
- A change to course program or curriculum is based on regulatory, licensing or other conditions imposed on CSE by regulatory authorities
- A change to course program which does not disadvantage the student.

d) Current term/study period tuition and materials fees are non-refundable

- CSE cancels a student's enrolment because of student misbehaviour, breached visa conditions
- CSE cancels a student's enrolment because the student did not pay due fees according to their invoice / payment plan

- Student fails to return after approved leave of absence, suspension or term break without providing required notification as per Fees Charges and Refund Table
- Student commences the course and subsequently withdraws
- Student defers their commencement date to a later start date (fees are held against future enrolment)
- Student suspends their course for personal, compassionate or compelling reasons (fees are held pending the return of the student to their course), or they subsequently withdraw Student transfers to another provider.

e) Requests for refunds

- Students requesting a refund are to apply using the Refund Application Form. Refunds will be in accordance with this policy and procedures, the Fees Charges and Refund Table, and the Course Acceptance Agreement Part B - Conditions.
- Refund applications will not be processed where the signature on the Refund Application Form does not match the student's signature on the AOE and/or passport.

f) Refund approvals/ rejections

- Refund requests are reviewed by Finance against CSE's refund conditions and correct valuation of any outstanding fees and/or refundable values
- The Manager International Education confirms or rejects the refund application
- The Manager International Education may over-ride a recommendation based on extenuating or compassionate grounds
- The student is notified of the application outcome in writing by Finance
- If the application is rejected or student is dissatisfied with the refund amount, the student is advised in writing by Finance that they have the right to appeal the decision under the CSE Complaints and Appeals Policy and Procedures.

g) Payment of refund

- CSE will provide the student with a letter detailing the refund calculations and payments.
- Approved refunds are paid directly to the student's bank account or to another party's bank account if approved by the student by signing a Refund Authority Form. Refunds can be made to the student's bank account or other approved party's bank account in another country.

8. TUITION PROTECTION SERVICES FOR OVERSEAS STUDENTS

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 unused tuition fees.

Further information is available for students on the [Australian Government Tuition Protection Services](#) website.

9. COMPLAINTS AND APPEALS LETTER

In the event that a student is not satisfied with a refund or refund process, they should follow the CSE Complaints and Appeals Policy and Procedure to lodge an appeal.

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.

The Commonwealth Ombudsman for Overseas Students can investigate complaints where the student believes that the course provider has not followed the rules correctly or that the student has been treated unfairly in relation to fees and refunds.

Details are available on the [Ombudsman](#) website.

10. RELATED POLICIES & PROCEDURES

CSE Complaints and Appeals Policy and Procedures.