

Fees and Refunds Policy & Procedures

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Purpose

The purpose of this policy and procedure is to outline Darwin Institute of Technology's approach to managing fees and refunds and to demonstrate how fees paid in advance are protected by Darwin Institute of Technology.

This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards, as well as the ESOS Act and the National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 2 and 3.

Definitions

ASQA means Australian Skills Quality Authority, the national VET regulator and the RTO's registering body

DESE means Department of Education, Skills and Employment

ESOS Act means Education Services for Overseas Students Act 2000

National Code means National Code of Practice for Providers of Education and Training to Overseas Students 2018

Fee Payer means the nominated payer of a student's course fees, usually either the student or the employer paying on behalf of the student

Provider default means where the provider fails to start providing the course to the student at the location on the agreed starting day or after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

SRTOs means the Standards for RTOs 2015 – refer definition of 'Standards'

Standards means the Standards for Registered Training Organisations (RTOs) 2015 of the VET Quality Framework which can be accessed from www.asqa.gov.au

Student default means where:

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- the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
 - the student failed to pay an amount payable to the provider for the course;
 - the student breached a condition of his/her student visa;
 - misbehaviour by the student.

A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because of provider default.

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Policy

1. Protection of fees paid in advance

- DIT protects the fees that are paid in advance by both domestic and international students.
- For domestic students, fee protection is ensured through:
 - DIT does not require a domestic student to ever pay more than **\$1500** in advance for services not yet provided, either prior to course commencement or at any stage during their course. Fees will be paid off during the course in instalments according to a set payment plan.
 - If DIT is unable to provide services for which a student has prepaid, the student will be placed into an equivalent course such that the new location is geographically close to where the student had enrolled with DIT and the student will receive the full service for which they had prepaid at no additional cost to the student. If an equivalent course cannot be found, the student is paid a refund of any prepaid fees for services that are yet to be delivered.

For international student fee protection is ensured as follows:

- DIT does not require international students to pay more than 50% of course fees prior to course commencement. However, DIT provides students with the opportunity to pay more than 50% of their tuition fees prior to course commencement if they wish. Where a student chooses to pay more than 50% upfront, the remaining amount will be collected according to an agreed payment schedule. Note, however, that where a course is less than 25 weeks, DIT will require students to pay the full cost of the course prior to course commencement.
- DIT pays into the Tuition Protection Service (TPS) provided by the Australian Government.

2. Fees and refund information

- Fee information relevant to a course is outlined in detail on the Offer Letter and Student Agreement and summarised on the Course Prospectus as well as DIT's website. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment or commencement of training/teaching, whichever is first.
- For international students, fee information is always provided prior to enrolment or receipt of payment as per the requirements of the National Code 2018 Standard 2 and 3.
- Fee information provided to domestic and international students includes:
 - All course fees, including both tuition fees and non-tuition fees and the period to which these fees apply
 - Any additional charges that may apply and the circumstances in which they apply
 - The potential for changes to fees over the duration of the course
 - Payment options (including that international students may choose to pay more than 50% tuition fees before their course commences)
- The Offer Letter & Student Agreement and the Student Handbook which are provided prior to enrolment, includes this Fees and Refunds Policy and Procedure and informs the student of their consumer rights. Students are required to sign the Student Agreement in acknowledgement of the terms and conditions of the enrolment and this policy.
- Students have the right to a 'cooling off period' if they signed up to a course as a result of tele-marketing or door-to-door sales. The cooling off period is 7 days from the date they signed their Agreement. To exercise this right, the student must notify our office in writing within 7 days of enrolment. However, DIT has **no plan** to market through those channels in near future.

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3. Course fee inclusions

- The Student Agreement will clearly itemise all course fees, including both tuition and non-tuition fees.
- Tuition fees include:
 - All of the training/teaching and assessment required for students to achieve the qualification or course in which they are enrolling within the attempts allowed.
 - Issuance of one set of certification documents including the testamur (certificate) and record of results or transcript for CRICOS students and/or for VET students only. a Statement of Attainment (in the case of withdrawal or partial completion).
- Non-tuition fees include:
 - Material fees include perishable items, copies of textbook extract, hand-out and other mandatory learning materials, arranged by DIT.
 - Application Processing Fee, which is usually non-refundable nature.
 - Additional fees that apply for re-assessment, where a student fails to achieve a satisfactory outcome after two attempts at any assessment task.
 - Re-issuance or additional copies of certification documents will attract a fee as per schedule of charges.
 - Fees for deferral of study, late payment of tuition fees, late submission of assessments or other circumstances in which additional fees may apply.
- Otherwise course fees (tuition or non-tuition) do not include:
 - Any optional textbooks and materials that may be recommended but not required to complete a course. Any other textbook or reference book and materials that may need to be consulted but not necessarily required to be purchased, are not included in materials fees and will be mentioned as additional cost, should the student wish to purchase such materials.
 - Replacement textbooks if original copies are lost or misplaced. Costs for replacement textbooks are outlined on the Student Agreement.
 - Stationery such as paper and pens.
 - Uniform (if required for placement).
 - Overseas Student Health Cover
 - Airport pick ups
 - Excursions
 - Re-assessment if required, as outlined above.
 - Direct debit setup, transaction and dishonour fees (where applicable).
 - Credit card payment surcharges.
- DIT cannot guarantee that students will successfully complete the course in which they enrol regardless of whether all fees due have been paid.

4. Payments

- Payments can be accepted by EFTPOS, electronic transfer, credit card, money order or direct debit.
- Credit card payments may incur surcharges per transaction as per the card company.
- Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.
- DIT reserves the right to suspend the provision of training/teaching and/or other services until fees are brought up to date. Students with outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made. Debts may be referred to a debt collection agency where DIT decides to do so.

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- Students will be communicated before 14 calendar days of a payment due date. For delays in payment, an additional fee may be charged as late payment fee (consult schedule of charges). CEO/DoS has authority to waive the late payment fee.
- International and domestic students who do not pay their fees will receive first warning letter within 7 days of overdue and second warning letter after 14 days of overdue. Thereafter, the student will be reported to DET via PRISMS under student default. Domestic students will receive the warning letters in the same frequency and be withdrawn from the course on 15th day of overdue. Students are requested to communicate SSM/DoS as soon as they get these warning letters, discuss the issue with them and make a payment plan.
- Receipts of payments made by international and domestic students will be kept for at least 2 years after the person ceases to be an accepted student. Students will be advised to do the same.

5. Refunds for domestic students

- All course fees for fee-for-service students include a non-refundable deposit which is detailed on the Course Outline and Student Agreement. The Application Processing Fee is non-refundable, except in the circumstances detailed below.
 - A full refund of any fees paid (including the Application Processing Fee, if taken) will apply if DIT is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- In the unlikely event that DIT or any third parties responsible for delivering training/teaching and assessment on its behalf, is unable to deliver the course or any portion of the course as promised, the student will be placed into an equivalent course such that the new location is geographically convenient to that student. Otherwise, the student will be issued with a refund for the course or portion of course that was not provided. This includes the following situations:
 - Where DIT or any third parties delivering training/teaching and assessment on its behalf ceases to operate.
 - Where DIT ceases to deliver the course in which a student is enrolled and the agreement is terminated.
 - Where DIT needs to make a change to the terms of the student agreement (such as the way the course is delivered or conditions of enrolment) and a new agreement cannot be reached with the student to account for changes.

Currently DIT does not have any third party for delivery training or assessment services.

- In any of the above situations, DIT will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. In these cases there is no need for a student to make an individual application for a refund. Refunds will be issued within 28 business days. A Statement of Attainment will also be issued, if applicable.
- Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the *Application for Refund Form*. The application must include the details and reason for the request. Students who have not completed a Withdrawal Form are not eligible for consideration of a refund or reduction in fees.

100% refund of Course fees

- Where a course does not start on the starting date outlined in the Letter of Offer (provider default)
- If a student cannot commence the course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child). At the discretion of Darwin

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Institute of Technology's CEO or approved representative, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events.

- If an offer of a place is withdrawn by Darwin Institute of Technology and this is not due to incorrect or incomplete information being provided by the student.

80% refund of course fees

- Where a student has not met the conditions included in the letter of offer and withdraws 28 or more days before class commencement, the course fees paid will be refunded after deducting 20% administration fee. Application Processing fee will not be refunded.
- Withdrawal for any other reason, notified in writing and received by Darwin Institute of Technology 28 Calendar days or more prior to class commencement will also result in refund of fees after deducting 20% administration fee. Application Processing fee will not be refunded.
- If a student has given incorrect or incomplete information and as a result DIT withdraws the offer prior to commencement of the course, the student will be eligible to receive a refund of all course fees paid after deducting 20% administration fee. Application Processing fee will not be refunded.

50% refund of course fees

- Where a student withdraws the offer and the withdrawal is notified in writing and received by DIT within less than 28 calendar days prior to class commencement, the course fees paid, excluding the enrolment fee, will be refunded after deducting a 50% administration fee.

No refund of current unit/cluster course fees.

- Withdrawals notified in writing and received by Darwin Institute of Technology on the commencement date or after the class commences of a unit/cluster, no refund of course fee for **that** unit/cluster will be made. In this case, if the student has also paid for units/clusters that have not been commenced yet, the refund will be calculated based on a per unit or cluster cost. Tuition Fee of those units/modules will be refunded after deducting 20% administration fee and unutilized materials fees of those units/modules (total materials fees divided by the total number of terms, units or clusters/modules in the course minus utilized portion)
- Where DIT terminates the student's enrolment because of a failure to comply with DIT's policies, for misbehaviour or unsatisfactory course progress, there will be no refund.
- DIT will not charge more than \$1,500 from domestic students in advance at any point of time.
- Fees not listed in the refund section are not refundable. Prior to a student enrollment, tuition fees may be altered with or without notice. 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.
- DIT does not offer or has no future plan to offer courses under any government loan, funding or government-assisted delayed payment arrangement.
- A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.
- RPL application fees are non-refundable.

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6. Refunds for international students

- All course fees for international students include a non-refundable Application Processing fee which is detailed on the Course Prospectus and Student Agreement.

A. Full refunds

A full refund (including Application Processing Fee) of any course fees paid will be provided to students in any of the following circumstances:

- If DIT is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- Where a course does not start on the starting date outlined in the Letter of Offer (Provider Default)
- If a student cannot commence the course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).
- At the discretion of DIT's CEO or approved representative, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events.
- If an offer of a place is withdrawn by DIT and this is not due to incorrect or incomplete information being provided by the student.

Claiming a full refund

- In any of the above situations, DIT will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. In these cases there is no need for a student to make an individual application for a refund. Refunds will be issued within 28 business days.

2. Partial Refunds

Provider default

- Partial refunds will be paid in the event of provider default. The refund will be calculated from the day of the default as per section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.
- Partial refunds will also be provided in the same manner as for provider default (as above) where DIT fails to enter into a written agreement with a student or the Student Agreement is not compliant with the requirements of the ESOS Act or the National Code.

Student default

- If an international student is refused a visa (student default) before commencing their course, DIT will refund the total amount of all course fees (tuition and any non-tuition fees e.g. material fee) received for the course less whichever is the lower amount of 5% of the total amount of the fees (tuition and non-tuition) or the sum of \$500. However, the Application Processing Fee will not be refunded.
- If an international student is refused a visa (student default) but has already commenced their course, non-tuition fees will not be refunded. However, tuition fees will be refunded from the day of the student default as per Section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.
- Where a student is refused a visa and the reason for the refusal was because the student did not start the course at the location on the agreed starting day or the student withdrew

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from the course at that location or the student did not pay the fees due; there will be no refund.

- If a student has supplied incorrect or incomplete information and as a result DIT withdraws the offer prior to commencement of the course, the student will be eligible to receive a refund of all course fees paid less a 20% administration fee.
- Where a student has not met the conditions included in the letter of offer and/or withdraws 28 (or more) days before class commencement, the deposit paid, will be refunded less a 20% administration fee.
- Where a student withdraws from a course less than 28 days before the course commencement, except for the reasons set out circumstances for full refunds, 50% of the deposit paid, will be refunded.
- Withdrawals notified in writing by the student and received by Darwin Institute of Technology on the commencement date or after the class commences of a unit/cluster, no refund of course fee for that unit/cluster. In this case, if the student has also paid for units/clusters that have not been commenced yet, the refund will be calculated based on a per unit or cluster cost. Tuition Fee of those units/modules will be refunded after deducting 20% administration fee and unutilized materials fees of those units/modules (total materials fees divided by the total number of units or clusters or modules in the course minus utilized portion).

- **Claiming a partial refund**

Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the Application for Refund Form. The application must include the details and reason for the request. Students who have not completed a Withdrawal Form are not eligible for consideration of a refund or reduction in fees.

- The refund assessment will be based on reviewing the services provided to the student and the costs incurred by DIT to provide those services.
- The outcome of the refund assessment will be provided in writing to the student's registered address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our Complaints and Appeals Policy and Procedure.
- A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.

3. Circumstances in which a refund will not be paid

- A student is not entitled to a refund in the following circumstances:
 - Where a student is refused a visa and the reason for the refusal was because the student did not start the course at the location on the agreed starting day or the student withdrew from the course at that location or the student did not pay the fees due.
 - Where DIT terminates the student's enrolment because of a failure to comply with DIT policies, misbehaviour or unsatisfactory course progress.

7. Recording and payment of refunds

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- Refunds will be paid to the person or organisation that made the original payment.
- Refund assessments can be appealed following our *Complaints and Appeals Policy and Procedure*.
- Records of refund assessments and issuance of refunds will be stored securely on the student's file and in our accounts keeping system. Records of refund assessments and issuance of refunds will be stored securely on the student's file and in our accounts keeping system for a minimum duration of 2 years after the student ceases to be an enrolled student.

8. Publication

- DIT will publish on its website the following:
 - All tuition and non-tuition fees (as shown on Course Outlines).
 - This Fees and Refunds Policy.

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Procedures

1. Student fees

Refer

- SRTOs: Clauses 5.3, 7.3
- National Code: Standard 3

Procedure	Responsibility
<p>A. Deposit invoices</p> <ul style="list-style-type: none"> • All domestic student fee-payers should pay their deposit/enrolment fee upon enrolment, preferably prior to course commencement. • All international students should pay their deposit/enrolment fee upon enrolment. • Ensure there is a signed written <i>Student Agreement</i> on file before invoicing. • Raise an invoice for the amount in line with the payment schedule for the relevant course. • Fee-payers have 14 days to pay an invoice. • Keep a copy of the invoice on the student's file. 	Student Support Manager
<p>B. Fee instalment invoices</p> <ul style="list-style-type: none"> • Charge fee instalments in line with the relevant payment schedule for the course, outlined on the Student Agreement/ Course Prospectus. • Students have 14 days to pay an invoice. • Keep a copy of the invoice on the student's file. 	Student Support Manager
<p>C. Receiving payments</p> <ul style="list-style-type: none"> • Payments may be made by EFTPOS, cash, direct bank transfer, credit card or direct debit. • Fees for international students may not be collected until the Student Agreement has been signed. • Record payments against the relevant invoice on XERO • Provide the student with a receipt. • Ensure receipts for payments from international students are retained for at least 2 years after the student ceases to be a student. 	Student Support Manager
<p>D. Managing overdue fees – domestic students</p> <ul style="list-style-type: none"> • Send out statements monthly to students to show outstanding fees, if a installment plan is activated. • Serve letters and call students where payments are more than 7 days overdue. Remind them on 14th day as well. • Any student with an invoice over 15 days past due should be referred to the 	Student Support Manager

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Procedure	Responsibility
<p>DoS.</p> <ul style="list-style-type: none"> Refer to the Director of Studies about suspending training/teaching until fees are brought up to date. If training/teaching is suspended send a letter to the student advising of suspension until payment is made. Advise Trainer/Assessor. Where fees continue to be unpaid, refer to Director of Studies/Principal Executive Officer to consider withdrawal. 	
<p>E. Managing overdue fees – international students</p> <ul style="list-style-type: none"> Send out statements monthly to students to show outstanding fees. Serve letters and call students where payments are more than 7 days overdue. Remind them on 14th day as well. Any student with an invoice over 15 days past due should be referred to the DoS. With the approval from DoS, send out Intension to Cancellation letter to the non-responding student regarding non-payment of fees when payment are more than 20 days overdue. Send notification of cancellation of CoE regarding non-payment of fees when payment are more than 40 working days overdue. Report to PRISMS, if the student's enrolment is cancelled. If student communicates at any stage of this process, make plans based on situations e.g. small payments fortnightly. 	<p>Student Support Manager</p> <p>Director of Studies</p>

2. Refunds

Refer

- SRTOs: Clauses 5.3, 7.3
- National Code: Standard 3

Procedure	Responsibility
<p>1. Processing refunds – provider default</p> <ul style="list-style-type: none"> Automatically issue a full refund within 28 working days to students who have enrolled and paid their deposit and the course is cancelled prior to commencement. DIT has failed to place the student in other courses. Automatically issue a refund to students within 28 working days where the course has commenced but is cancelled. First notify students in writing. Record on file. Assess refund as per this Policy. Calculate the relevant refunds for undelivered portion of the course, if applicable. CEO/Director of Studies approves refund assessment. Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. Process refunds within 28 working days (but not later than 90 calendar 	<p>Student Support Manager</p> <p>CEO/Director of Studies</p>

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Procedure	Responsibility
<ul style="list-style-type: none"> days of application, if any banking/technical reason make it delayed). Keep a copy of the refund assessment on the student's file. 	
<p>2. Processing refunds – student default</p> <ul style="list-style-type: none"> All students who withdraw from their course and seek a refund are to make a request for a refund in writing. Assess refund as per this Policy. Calculate the relevant refunds. For example, Apply the 28(+/-) days rule for the current/coming term/unit for tuition fee. If student pays material fees for more than one term, calculate unutilized portion and refund in full. CEO/Director of Studies approves refund assessment. Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. Process refunds within 28 working days (but not later than 90 calendar days of application, if any banking/technical reason make it delayed). Keep a copy of the refund assessment on the student's file. 	<p>Student Support Manager</p> <p>CEO/Director of Studies</p>

Document Control

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