

## SC15 Fees and Refunds Policy and Procedures

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### Purpose

The purpose of this policy and procedure is to outline the approach of UK English College Pty Ltd t/as UK English College to managing fees and refunds and to demonstrate how fees paid in advance are protected by UK English College.

This complies with the ESOS Act 2000 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

### Definitions

**DET** means Department of Education and Training

**ESOS Act** means Education Services for Overseas Students Act 2000

**National Code** means The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018

**PRISMS** means Provider Registration and Overseas Students Management System

**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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

UK English College will default if:

- Under the Tuition Protection Service (TPS) framework, it is unable to fulfil its obligations to complete a course
- The course stops being provided after it starts and before it is completed
- The course is not provided fully to the student because UK English College has had a sanction imposed.

**TPS** means Tuition Protection Service

### Policy

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### 1. Recruitment of an overseas student (National Code Standard 1)

Prior to accepting an overseas student or intending overseas student for enrolment in a course, UK English College must make comprehensive, current and plain English information available to the overseas student or intending overseas student on indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and UK English College's cancellation and refund policy

### 2. Formalisation of enrolment and written agreements (National Code Standard 2)

- UK English College enters into a written agreement with the overseas student or intending overseas student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. A written agreement may take any form provided it meets the requirements of the ESOS Act and the National Code.
- In addition to all requirements in the ESOS Act, the written agreement must, in plain English:
  - List all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their courses commences)
  - Provide details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply
  - State that the student is responsible for keeping a copy of the written agreement as supplied by UK English College, and receipts of any payments for tuition fees or non-tuition fees
- UK English College includes in the written agreement the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:
  - Amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of UK English College)
  - Processes for claiming a refund
  - The specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act
  - A plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
  - A statement that 'This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies'.
- UK English College retains records of all written agreements as well as receipts of payments made by students under the written agreement for at least two years after the person ceases to be an accepted student.

### 3. Provision of fee and refund information

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Prospective and current students are advised of the tuition fees and non-tuition fees associated with a course on the *Letter of Offer and Student Agreement* and in the *Student Handbook*. For overseas students, fee information is always provided prior to enrolment as per the requirements of the National Code Standard 3. Fee information provided to overseas students includes:

- All relevant fee information, including fees that must be paid and payment terms.
- Details of the potential for fees to change during the student's course as relevant.
- Refund information and conditions relating to these.
- The student's rights as a consumer, including any cooling off period.

Refund information is outlined in the *Letter of Offer and Student Agreement* and in the *Student Handbook*.

### 4. Protection of fees paid in advance

UK English College protects fees paid in advance by overseas students. Overseas student fee protection is ensured as follows:

- All tuition and non-tuition fees will be held in a separate bank account that can only be drawn down when the student commences. The tuition and non-tuition fees are held separately from the day-to-day operating expense accounts, so that if a refund is payable before the student commences, the refund can be made in full and in a timely way without impact on the financial operations of the business or recourse to the tuition protection system
- UK English College does not require overseas students to pay more than 50 per cent of tuition fees prior to course commencement. (Students may choose to pay more than 50 per cent of their tuition fees before the course commences, if permitted under the ESOS Act.)
- Upon application, students are required to pay a **non-refundable AUD\$200 Enrolment Application Fee**.
- Upon signing and returning the *Letter of Offer and Student Agreement*, students are required to pay **50 per cent of the total tuition fees for that course**.
- The balance of tuition fees **must be paid on the date of course commencement**.
- Re-issue of Certificate of Completion (or Partial Completion) is **AUD\$100**
- UK English College pays into the Tuition Protection Service (TPS) provided by the Australian Government.
- If a student uses an education agent and that agent charges their own fees to students (in addition to UK English College's tuition and non-tuition fees), those fees remain the responsibility of the agent. UK English College is not responsible for the agent's own fees and does not protect or refund those fees under any circumstances.

If a student pays the tuition and non-tuition fees required for their enrolment (as set out in the *Letter of Offer and Student Agreement*) to an agent, UK English College will not issue the student's Confirmation of Enrolment (CoE) until the agent has transferred those fees in full to UK English College.

### 5. Inclusions in tuition and non-tuition fees

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Tuition and non-tuition fees include all administration, materials and tuition fees, including required course books. Any optional course books or materials that may be recommended but are not required for completion of the course are not included in the tuition and non-tuition fees.

UK English College has the following additional charges:

- Enrolment Application Fee (non-refundable): AUD\$200
- Re-issue of Certificate of Completion (or Partial Completion): AUD\$100

Details are included in the *Letter of Offer and Student Agreement* that they are required to sign prior to commencement of their course to indicate acceptance of the offer of enrolment and the terms and conditions specified.

Students are required to pay tuition fees in two instalments: 50% upon signing and returning the *Letter of Offer and Student Agreement*, and the balance on the date of course commencement. Each instalment will be invoiced.

Please note: Tuition and non-tuition fees do not include Overseas Student Health Cover (OSHC) or accommodation. These are the student's responsibility.

### 6. Late payment and non-payment of fees

UK English College may suspend or cancel a student's enrolment on the basis of the student's failure to pay an amount the student was required to pay UK English College to undertake or continue the course as stated in the *Letter of Offer and Student Agreement*.

If a student is experiencing difficulty in paying their fees, they are invited to meet with the PEO to discuss alternative arrangements for payment that would allow them to continue their studies uninterrupted while not causing undue hardship to UK English College. If approved, these will be recorded on the *Alternative Arrangements for Payment of Fees Form*.

UK English College reserves the right to suspend or cancel the enrolment of students due to non-payment of fees where no alternative arrangements for payment have been made. Overseas students whose enrolment is suspended or cancelled for non-payment of fees will be reported to DET via PRISMS under student default. Students have the right to appeal this decision within 20 working days in accordance with the *Complaints and Appeals Policy and Procedures*.

Refer to UK English College's *Deferral, Suspension and Cancellation Policy and Procedures* for detailed information related to action that may be taken (including intervention strategies) if students' fees are overdue. Note the additional considerations related to provider-initiated suspension or cancellation of an overseas student's enrolment (listed below).

### 7. Additional considerations related to provider-initiated suspension or cancellation of an overseas student's enrolment

UK English College may suspend or cancel a student's enrolment including, but not limited to, on the basis of:

- misbehaviour by the student
- the student's failure to pay an amount the student was required to pay UK English College to undertake or continue the course as stated in the written agreement

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- a breach of course progress or attendance requirements by the overseas student which must occur in accordance with Standard 8 (Overseas student visa requirements) of the National Code 2018.

The suspension or cancellation of the overseas student's enrolment in these circumstances cannot take effect until the internal appeals process is completed, unless the overseas student's health or wellbeing, or the wellbeing of others, is likely to be at risk.

### 8. Issuance of Certificate, Statement and Record of Results

On completion of (or withdrawal from) of a course and payment of final fees, UK English College will issue the student with a Certificate of Completion (or Partial Completion) within 10 working days. UK English College reserves the right to withhold the issuance of this Certificate until all tuition and non-tuition fees have been paid, except where UK English College is not permitted to do so by law.

### 9. Refunds

UK English College's refund policy is included in the *Letter of Offer and Student Agreement* that students are required to sign prior to commencement of a course to indicate acceptance of the offer of enrolment and the terms and conditions specified.

The Enrolment Application Fee of \$200 paid at the time of application to UK English College is NON-REFUNDABLE.

If a student uses an education agent and that agent charges their own fees to students (in addition to UK English College's tuition and non-tuition fees), those fees remain the responsibility of the agent. UK English College is not responsible for the agent's own fees and does not protect or refund those fees under any circumstances.

Students who wish to seek a refund or have the amount they owe on their fees reduced must apply to UK English College using the *Refund Application Form*. If the student's refund is approved, the student can have it paid to the student or the student can nominate another trusted person to receive the money if they prefer. Students are asked to specify the recipient (themselves or someone else) and provide the recipient's contact and bank details on the *Refund Application Form*.

UK English College will:

- Assess the student's request fairly and in accordance with the *Fees and Refunds Policy and Procedures*
- Issue the student with the decision in writing, using the *Notice of Refund Decision* letter within 10 working days of receipt of the *Refund Application Form*
- If the refund was approved, detail how the refund was calculated and issue the refund to the recipient nominated on the *Refund Application Form* within 10 working days of receipt of the *Refund Application Form*
- If the refund was not approved, explain the reason for the decision and the student's right to lodge an appeal of the decision within 20 working days of the date of the *Notice of Refund Decision* letter, in accordance with UK English College's *Complaints and Appeals Policy and Procedures*
- Require the student to accept the decision in writing and give the student a copy of the decision for their records

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- Maintain records of the decision, the acceptance and any refunds paid to the student for at least two years after the student ceases to be an accepted student

### **A. Refund prior to course commencement**

- 100% refund where student is refused a visa
- 100% refund where UK English College cancels the course prior to commencement
- 80% refund where a student withdraws **29 days or more** before course commencement
- 50% refund where a student withdraws **0 – 28 days before** the course commencement.

UK English College may consider written requests for refunds due to compassionate and compelling circumstances as defined in the 'Compassionate and Compelling Circumstances' section of this document, and may increase the refund amount.

### **B. Refund after course commencement**

- A partial refund will be paid in the event of UK English College default. The refund will be calculated from the day of the default as per section 7 of the ESOS Act (Calculation of Refund) Specification 2014. The student will be refunded the weekly tuition fees multiplied by the number of weeks the provider is in default
- If a student is refused a visa 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 ESOS Act (Calculation of Refund) Specification 2014. The student will be refunded the weekly tuition fees multiplied by the number of weeks the student is in default.

UK English College may consider written requests for refunds due to compassionate and compelling circumstances as defined in the 'Compassionate and Compelling Circumstances' section of this document, and may increase the refund amount.

### **C. Other circumstances where no refund (0%) will be provided**

- If a student is refused a visa and the reason for the refusal is that the student:
  - Did not start the course at the location on the agreed starting day; or
  - Withdraws from the course at that location; or
  - Did not pay the tuition and non-tuition fees due
- UK English College terminates a student's enrolment because of a failure to comply with UK English College's policies, unsatisfactory academic progress or attendance
- If a student is in breach of their student visa conditions
- If a student has supplied incorrect, false or misleading information

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UK English College may consider written requests for refunds due to compassionate and compelling circumstances as defined in the 'Compassionate and Compelling Circumstances' section of this document, and may increase the refund amount.

### 10. Compassionate and compelling circumstances

UK English College may consider written requests for refunds due to compassionate and compelling circumstances and may increase the refund amount beyond the levels provided in the 'Refunds' section of this document.

Acceptance of money appropriately refunded within the amounts detailed in the 'Refunds' section of this document does not preclude an application for compassionate and compelling circumstances and students must first apply for refunds of amounts as detailed previously unless a refund of 0% is applicable.

Applications for refunds beyond the levels detailed in the 'Refunds' section of this document will be deemed to be denied if the student does not appeal within 20 working days.

Applications for refunds beyond levels detailed in the 'Refunds' section of this document must provide details and appropriate verifiable evidence of the compassionate and compelling circumstances that support the reasons for withdrawal, namely that the circumstances:

- Are beyond the student's control; and
- Do not make their full impact on the student until on or after the course commencement; and
- Make it impracticable for the student to complete the requirements for the course during the period during which the student undertook or was to undertake the course.

Compassionate or compelling circumstances are generally those beyond the control of the student and which have an impact upon the student's course progress or wellbeing. These could include, but are not limited to:

- Serious illness or injury, where a medical certificate states that the student was unable to attend classes
- Bereavement of close family members, such as parents or grandparents (a death certificate should be provided where possible)
- Major political upheaval or natural disaster in the home country requiring emergency travel, and this has had an impact on the student's studies
- A traumatic experience that has had an impact on the student, such as involvement in or witnessing of a serious accident, or witnessing or being the victim of a serious crime (these cases should be supported by police or psychologists' reports)
- Where UK English College is unable to offer a pre-requisite unit
- Where the student is unable to begin studying on the course commencement date due to delay in receiving a student visa

If a student believes that they qualify for an additional refund due to compassionate and compelling circumstances, they must submit a written request using the *Refund Application Form* and attach a written description of their compassionate and compelling circumstances and any evidence thereof.

If the compassionate and compelling circumstances have been confirmed and an additional refund is approved, UK English College will refund the total amount of all tuition and any non-tuition fees received for the course less

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whichever is the lower amount of 5% of the total amount of the tuition and non-tuition fees or the sum of \$500, which can also be waived at the discretion of UK English College.

### 11. Outcomes of refund decisions

Within 10 working days of receipt of a student's completed *Refund Application Form*, UK English College will review the application and supporting documents, and issue the student with a *Notice of Refund Decision* that will explain:

- Whether or not the refund was approved
- If it was approved, the amount of the refund and a detailed explanation of how the refund was calculated
- If it was not approved, the reasons for the refusal and the student's right to appeal the decision in accordance with UK English College's Complaints and Appeals Policy and Procedures.

If the refund was approved, UK English College will Issue the refund or adjustment notice within 10 working days of receipt of the *Refund Application Form*.

## Procedures

### 1. Student fees

Procedure	Responsibility
<p><b>A. Tuition and non-tuition fee payments</b></p> <ul style="list-style-type: none"> <li>• All students should pay their NON-REFUNDABLE enrolment application fee upon submission of their <i>Enrolment Application Form</i>.</li> <li>• All students should pay 50% of their tuition and non-tuition fees on submission of their <i>Letter of Offer and Student Agreement</i>. Raise an invoice for the amount in line with the fee schedule for the relevant course.               <ul style="list-style-type: none"> <li>○ If a student pays the tuition and non-tuition fees required for their enrolment (as set out in the <i>Letter of Offer and Student Agreement</i>) to an agent, UK English College will not issue the Confirmation of Enrolment (CoE) until the agent has transferred those fees in full to UK English College.</li> </ul> </li> <li>• Students should pay the balance of their tuition and non-tuition fees on the date of commencement of their course. Raise an invoice for the amount in line with the fee schedule for the relevant course.</li> <li>• Retain a copy of the invoice on the student's file for at least two years after the person ceases to be an accepted student.</li> </ul>	Administration / Enrolments



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Procedure	Responsibility
<p><b>B. Receiving payments</b></p> <ul style="list-style-type: none"> <li>• Payments may be made by EFTPOS, cash, direct bank transfer, credit card (except American Express and Discover) or direct debit.</li> <li>• Record payments against the relevant invoice on the Student Management System.</li> <li>• Provide the student with a receipt.</li> <li>• Retain receipts of payments on the student's file for at least two years after the person ceases to be an accepted student.</li> </ul>	Administration / Enrolments

## 2. Managing overdue student fees

Refer to Standards 2, 3, 9 and 10 of the National Code.

<p><b>A. Refer to UK English College's <i>Deferral, Suspension and Cancellation Policy and Procedures</i></b> for detailed information related to action that may be taken (including intervention strategies) if students' fees are overdue</p> <p><b>B.</b> Any provider-initiated suspension or cancellation of an overseas student must abide by the following special conditions:</p> <ul style="list-style-type: none"> <li>• UK English College may suspend or cancel a student's enrolment including, but not limited to, on the basis of:               <ul style="list-style-type: none"> <li>○ misbehaviour by the student</li> <li>○ the student's failure to pay an amount the student was required to pay UK English College to undertake or continue the course as stated in the written agreement</li> <li>○ a breach of course progress or attendance requirements by the overseas student which must occur in accordance with Standard 8 (Overseas student visa requirements) of the National Code 2018.</li> </ul> </li> <li>• The suspension or cancellation of the overseas student's enrolment in these circumstances cannot take effect until the internal appeals process is completed, unless the overseas student's health or wellbeing, or the wellbeing of others, is likely to be at risk</li> <li>• Further to this, UK English College only reports unsatisfactory course progress or unsatisfactory course attendance in PRISMS in accordance with section 19(2) of the ESOS Act if:               <ul style="list-style-type: none"> <li>○ the internal and external complaints processes are completed, and the decision or recommendation supports UK English College, or</li> <li>○ the overseas student chooses not to access the internal complaints and appeals process within the 20 working days period, or</li> </ul> </li> </ul>	Administration / PEO
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<ul style="list-style-type: none"> <li>○ the overseas student chooses not to access the external complaints and appeals process, or</li> <li>○ the overseas student withdraws from the internal or external appeals processes by notifying UK English College in writing.</li> </ul>	
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### 3. Refunds

Procedure	Responsibility
<p><b>A. Processing refunds</b></p> <ul style="list-style-type: none"> <li>• In cases of provider default:           <ul style="list-style-type: none"> <li>○ Automatically issue a refund within 10 working days to students who have enrolled and paid their enrolment fee and term fee and the course is cancelled prior to commencement.</li> <li>○ Automatically issue a refund to students within 10 working days where the course has commenced but is cancelled.</li> <li>○ Notify students to whom refunds are automatically issued in writing using the <i>Notice of Refund Decision</i>. Ask students to provide/confirm contact details for themselves/their nominated recipient and provide banking details for their nominated recipient, if UK English College does not already have this information.</li> <li>○ Make payment of refund to nominated account as appropriate.</li> </ul> </li> <li>• In all other cases:           <ul style="list-style-type: none"> <li>○ All other students who seek a refund are to make a request for a refund in writing using the <i>Refund Request Form</i>.</li> <li>○ Within 10 working days of receipt of student's completed <i>Refund Request Form</i>:               <ul style="list-style-type: none"> <li>▪ Assess refund as per this Policy.</li> <li>▪ Calculate the relevant refunds (if applicable)</li> <li>▪ PEO approves refund assessment (if applicable)</li> <li>▪ Notify the student in writing of the outcome of the refund assessment using the <i>Notice of Refund Decision</i>, including the student's right to lodge an appeal of this decision within 20 working days, in accordance with UK English College's <i>Complaints and Appeals Policy</i></li> <li>▪ Ensure that student signs and returns the <i>Notice of Refund Decision</i> to indicate their understanding and acceptance of the decision (even if they wish to appeal it). The <i>Notice of Refund Decision</i> includes the following statement: 'This written agreement, and the right to make complaints and seek appeals</li> </ul> </li> </ul> </li> </ul>	<p>Administration / Enrolments / PEO</p>

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Procedure	Responsibility
<p>of decisions and action under various processes, does not affect the rights of the student to take action under the <i>Australian Consumer Law</i> if the <i>Australian Consumer Law</i> applies’.</p> <ul style="list-style-type: none"> <li>▪ Make payment of refund where applicable to the recipient and account nominated on the student’s <i>Refund Request Form</i></li> <li>• Retain a copy of all documentation related to refunds, including refund requests, assessments and proofs of payment, on the relevant student’s file for at least two years after the person ceases to be an accepted student.</li> </ul>	

## Document Control

<b>Document No. &amp; Name:</b>	SC15 Fees & Refunds P&P v1.0.docx
<b>Quality Area:</b>	Students and Clients
<b>Author:</b>	UK English College Pty Ltd t/as UK English College
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<b>Approved By:</b>	Attiq Ur-Rehman
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