

P26- Fees and Refunds

1.0 Purpose

1.1 The purpose of this policy and procedure is to ensure that Baxter Institute complies with the legislative and administrative requirements of the Education Services for Overseas Students (ESOS) Act 2000- National Code 2017 and National Vocational Education and Training Regulator Act 2011, Standards for Registered Training Organisations 2015) and other relevant state government legislation. This policy and procedure applies to all students of Baxter Institute (international and domestic students) to ensure fees and refunds are handled equitably and fairly.

2.0 Responsibility

2.1 The Finance Manager is responsible for implementing this procedure and ensuring that staff and students are aware of its application and that staff comply with its requirements.

3.0 Definitions

Electronic Confirmation of Enrolment (eCoE)	Only applies to International students. This is an official document printed via the PRISMS system on behalf of the Australian government confirming the enrolment of a student in a course. This document is required for an international student to apply for a student visa.
Course Commencement Date for international students	Refers to the start date indicated in the first eCoE issued by the Institute to a student, OR the commencement date in the eCOE for which the student visa is granted. This does <u>not</u> refer to the deferred or subsequent eCoEs. In the event that an eCoE was not issued, the refund will be calculated based on the commencement date indicated in the first Letter of Offer (LOF) issued to the student.
Course Commencement Date for domestic students	Refers to the start date indicated on the Letter of Acceptance.
Study period	A study period is a discrete period of time measured in weeks and is specific to each course. Each course may contain one or more study periods. Any study period will not exceed 24 weeks. Within a course, the length of the final study period may be equivalent to, or shorter than other study periods.
Course Fee	Total of tuition fees and non-tuition fees.
Other Fees	Other fees include, but are not limited to Overseas Student Health Cover (OSHC) and homestay/airport pickup fees (where applicable).

International Student	A student who normally holds an Australian student visa or holds an applicable visa giving the individual the right to study in Australia.
Enrolment Fee	The fee payable when an application is made to Baxter Institute for an enrolment to a course or qualification. This fee is a non-refundable fee covering the cost of administration. Enrolment fee is applicable for every course a student applies.
Processing Fee	A processing fee of \$300 is chargeable where a student withdraws/is cancelled from a course and a refund is being processed.
Tuition Fees	<p>Tuition fees are compulsory fees for the delivery of the enrolled course, payable by the student to undertake the course.</p> <p>Tuition fees vary depending on student type (International, Fees for Service or Victorian Training Guarantee). Students are responsible for the tuition fees specified in the Letter of Offer. Upon signing a student written agreement, students thereby accept payment for tuition fees.</p>
Non-tuition Fees	Non-tuition fees cover items not directly related to tuition; this includes Material & Equipment Fees.
Minimum payment to obtain course COE	International students must pay the required deposit at the time of the acceptance of the offer. At the institute's discretion, the amount may be reduced at the time of issuing an eCOE. However, the student will not be admitted to the course until the total minimum payment required has been received.
Payment Schedule Agreement (PSA)	Students may sign a schedule which allows students to pay course fee in installments. For international students, tuition fees incurs on the start of each study period within a course. If a student is in breach of their PSA, the Institute reserves the right to cancel the agreement and pursue the entire course fees owed.
Default day	Refers to the date specified on the student visa refusal letter, in the event that an international student is refused an Australian student visa. This day is not included in the count for the purposes of refund calculations.

Student default	Refers to the circumstances where: <ul style="list-style-type: none"> • the student does not start the course on the agreed course commencement date (and has not previously withdrawn); or • the student withdraws from the course at the location (either before or after the agreed course commencement date); 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: <ul style="list-style-type: none"> - the student failed to pay the due amount to the course provider; - the student breached a condition of his/her student visa; - misbehaviour by the student.
Provider default	Refers to the circumstances where Baxter Institute fails to start the course or the course ceases to be provided after commencement and no alternative course can be offered and accepted by the student.

4.0 Requirements / Process

Refunds

- 4.1 The Refund policy will be fair and reasonable to students and where withdrawals are concerned, it will be based on how much notice is given in advance by the student to the institute prior to the course/ study period commencement date.
- 4.2 If a student applies for a refund after commencing one or more study periods within the enrolled course, the refund will only be calculated based on subsequent study periods.
- 4.3 Each student or student's parents if students are under 18 years old (*applicable for domestic students and international students not on students visa*) acknowledges and agrees to the terms and conditions of the Refund Policy and Procedures upon signing the Student Written Agreement.
- 4.4 The terms and conditions set out in this Refund Policy and Procedures apply equally to commencing and continuing students, unless otherwise specified.
- 4.5 The Institute reserves the right to amend the non-refundable application fee and the aforementioned terms and conditions at any time to ensure compliance with applicable State and Federal laws.
- 4.6 The tuition fees paid must be cleared at the time a student makes an application for a refund and/or all debts owed to the Institute must be settled prior to the application being processed.
- 4.7 The Institute may, at its absolute discretion, refund to the student all or part(s) of the tuition fees paid where it determines that there are extenuating or compassionate circumstances. Students must provide supporting documental evidence to substantiate the claims.

4.8 This policy, the Student Written Agreement and the availability of complaints and appeals processes, do not remove students' right to take action under Australia's consumer protection laws.

Method

- The process starts when a student withdraws or cancels his/her enrolled course(s) by submitting the cancellation form.
SS115.a_Cancellation Form (International Students)
SS115.b_Cancellation Form (Domestic Students)
 - If the student believes he/ she is due or according the policy is entitled for a refund, the student is advised to make a refund application. Refund applications must be made by completing Refund Application Form FN108, available from the Institute/website.
 - The completed form must then be submitted by email to refunds@baxter.vic.edu.au, in person, or fax (03) 9654 1049, attention "Finance Department".
 - The submitted form is reviewed by an authorised officer to ensure completeness. The authorised officer then signs and enters the date of receipt.
 - The form is passed to the Finance Department. A Finance Officer reviews the student's current payment status and amounts owing.
 - The student file is checked against Wisenet to confirm the agreed course commencement date. Refund is then calculated based on the refund tables (see below).
 - For an international student, in the event that an eCoE was not issued, the refund will be calculated based on the commencement date indicated in the first Letter of Offer (LOF) issued to the student.
 - Before the refund can be issued, it must be approved by a Finance Officer (except for cases related to provider default).
 - The refund application will be processed within 20 working days of receipt of application.
 - If application is successful, the refund will be paid to the student or another person nominated in writing by the student. If a credit card was used to make payment(s), the refunded amount will be processed on to that credit card.
- 4.9 Refunds will be made according to the following refund tables, each of which is tailored to a specific type of students (international, Fees for Service and Victorian Training Guarantee).

Refunds related to International students

Student has been refused an Australian Student Visa and has not started the course (refusal letter required)	100% refund *
Student has been refused an Australian Student Visa and has started the course (refusal letter required to determine default date)	100% refund **
Baxter Institute fails to start course or the course ceases to be provided after it starts (provider default)	100% refund **
Withdrawal notified in writing and received by the Institute 20 working days or more prior to course commencement (student default)	70% refund ^{1 2}
Withdrawal notified in writing and received by the Institute less than 20 working days prior to course commencement (student default)	50% refund ^{1 2}

Withdrawals notified in writing and received by the Institute on or after the course commencement date or student did not commence study at campus location identified (student default)	No refund of current study period course fees paid ¹
Student's enrolment is suspended or cancelled by the Institute due to the student being in breach of the student written agreement (student default)	No refund of current study period course fees paid ¹
<p>* indicates amount minus 5% of the course fees received (including non-tuition fee); or \$500; whichever is less.</p> <p>** indicates unspent tuition fee of weeks in default period (period from after default day and the end of the period to which the unspent tuition fee relates).</p> <p>** Refund calculation:</p> <p>a) Weekly tuition fee = $7 \times \left(\frac{\text{total tuition fee for the course}}{\text{number of calendar days in the course}} \right)$</p> <p>b) Weeks in default period = $\frac{\text{number of calendar days from the default day to the end of the period to which the payment relates}}{7}$</p> <p>c) Refund amount = weekly tuition fee \times number of weeks in default period</p> <p>¹ Student defaults if 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 Baxter Institute refuses to provide, or continue providing, the course to the student at the location because of one or more of the following: student fails to pay an amount payable to Baxter Institute for the course; the student breached a condition of his/her student visa; misbehavior by the student.</p> <p>² A refund processing fee of \$300 will be deducted in cases that relate to student default (except when a student is refused a student visa)</p>	

Refunds related to Fee for service/ domestic students

Course cancelled or rescheduled by Baxter Institute (provider default)	100% refund *
Withdrawal notified in writing and received by the Institute 20 working days or more prior to course commencement	70% refund ^{1 2}
Withdrawal notified in writing and received by the Institute less than 20 working days prior to course commencement	50% refund ^{1 2}
Withdrawals notified in writing and received by the Institute on or after the course commencement date	No refund of current study period course fees paid ¹
<p>* A refund processing fee of \$300 will be deducted</p> <p>¹ Student defaults if 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 Baxter Institute refuses to provide, or continue providing, the course to the student at the location because of one or more of the following: student fails to pay an amount payable to Baxter Institute for the course or misbehavior by</p>	

the student.

² A refund processing fee of \$300 will be deducted in cases that relate to student default

Refunds related to The Victorian Training Guarantee program students

Course cancelled or rescheduled by Baxter Institute (provider default)	100% refund of paid tuition fees
Withdrawal notified in writing and received by the Institute prior to commencement date	100% refund of paid tuition fees
Material & Equipment fees	0% refund*
Cancellation after student commenced course	The paid tuition fee for subsequent calendar year

**Material & equipment fees are non refundable (regardless of the packaging being sealed). If students have not received the kit at the time of refund, students receive 100% refund.*

Fees & refund information

- 4.10 All chargeable fees to students and the terms and conditions of refunds are documented in the following places:
- i. Course Guide and information sent to education agents
 - ii. Baxter Institute's website
 - iii. International Application for Enrolment Form
 - iv. Domestic Application for Enrolment Form
 - v. International Student Written Agreement
 - vi. Domestic Student Written Agreement

Regulations governing International students

- 4.11 Baxter Institute cannot require students to pay more than 50% of the total tuition fees before they start the course. However, students, or the person responsible for paying the tuition fees, can *choose* to pay more than 50 per cent of their tuition fees before they start their course if they wish to do so. Evidence that students have exercised choice in how much of their tuition fees are paid up front must be recorded.
- 4.12 The Institute is obliged to inform the Department of Immigration and Border Protection (DIBP) in the events where an international student:
- completes his/her course(s) early; or
 - transfers to another provider; or
 - is excluded on academic grounds and consequently fails to meet his/her visa conditions; or
 - defers or suspends his/her study or otherwise changes the expected duration of his/her study.
- 4.13 Should an international student, who commences the course whilst awaiting an approval for a student visa, decides to withdraw prior to receiving the visa approval, the student will not be entitled to a refund (refer to international student refund table).

- 4.14 An international student may not submit an application for refund at the same time of applying for a letter of release. A refund application will be accepted once the student has been granted a letter of release; in which case, the refund calculation will be based on the date the student was granted the letter of release.

Pre-paid fees for domestic students

- 4.15 Baxter Institute will not accept payment of more than \$1000 from each individual student prior to the commencement of the course. Following course commencement, the Institute may require advance payment of additional fees from students, but only such that the total amount required from each student, which is attributable to tuition or other services yet to be delivered, does not exceed \$1,500 at any given time, which requires no action to protect this fee. (This is in accordance with Clause 7.3 Standards for RTOs 2015).

Fees Collection and Management related to international students

- 4.16 All fees collected in advance (i.e. prior to enrolment) from an international student will be held in Baxter Institute Administration P/L account and will not be transferred to the trading account until the student commences the course, unless the institute is certain that there will be no default (student or provider) involving this student.
- 4.17 When a student applies to Baxter Institute for a course enrolment, their application is reviewed and accepted in accordance with the Admissions Policies (P02 & P03). If accepted, a Letter of Offer and Student Written Agreement are sent to the student. These documents identify:
- (a) Enrolment fee
 - (b) Total Course fees (including Tuition fees and Materials & Equipments)
 - (c) Other fees (including Overseas Student Health Cover, homestay and airport pick-up fees, if applicable)
 - (d) Minimum payment to obtain course eCoE
- i) The student written agreement also identifies all possible fees that may be payable e.g. re-assessment fee and extension to eCoE fee.
 - ii) To obtain the eCoE, the student must sign and return the student written agreement and pay the amount identified in "Minimum payment to obtain course eCoE" specified in the Letter of Offer.
 - iii) Prior to course commencement, the student must pay the difference between the minimum payment to obtain eCoE and the total fee of a study period.
 - iv) At the discretion of the Finance department, students may enter into an agreement to pay in installments. The installments are set by the institute and are not subject to change.

When starting a second course

- 4.18 Students applying to start another course with the Institute are not allowed to commence until:
- The minimum payment related to tuition fee and material fee required as per the offer letter has been paid; and
 - Any outstanding debts have been paid; and
 - Has attended orientation at the Institute

Students with Package Offers

- 4.19 Where a student has received a package offer, the refund for the course(s) enrolled at Baxter Institute is based on Baxter's refund policy. The refund for the course(s) provided by the other RTO is subject to its refund policy.

Complaints and Appeal

- 4.20 If a student is unsatisfied with the outcome of the refund application, he/she may access the process outlined in the Baxter Institute's Complaints and Appeals Policy and Procedure.

5.0 Revision history

Version	Date	Description of modifications
1.0	01/02/2011	Original
2.0	03/05/2011	Include other scenarios for conditions for refund
2.1	07/05/2012	Added under Fees Collection & Management, conditions required to start another course with the Institute
3.0	26/02/2014	Reviewed amended according to external consultant John's recommendation. Amended 4.3 section according to ESOS Act Pre-paid fees
3.1	5/6/2014	Reviewed and reformatted sequence of policy and used refund schedule according to International, FFS and VTG student agreements.
4.0	29/09/2014	Added definitions. Changed amount of refunds for all types of students.
4.1 & 4.2		Unreleased
4.3	13/06/2017	Revise 4.11, 4.12, 4.13
4.4	20/09/2017	Revised 3.0, 4.3, 4.8, 4.9, 4.16 Removed 4.12
4.5	08/11/2017	Updated the address