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## Fees and Refunds Policy & Procedures

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### Purpose

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

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

**DET** means Department of Education and Training

**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 students 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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.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](http://www.asqa.gov.au)

**Student default** means where:

- 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the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or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

- International College of Melbourne protects the fees that are paid in advance by international students.

For international student fee protection is ensured as follows:

- All course fees will be held in a separate bank account that can only be drawn down when the student commences. The course 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.
- International College of Melbourne does not require international students to pay more than 50% of course fees prior to course commencement. However, International College of Melbourne 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 not 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, International College of Melbourne will require students to pay the full cost of the course prior to course commencement.
- International College of Melbourne 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 Student Agreement and summarised on the Course Outline as well as the RTO's website. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment or commencement of training, 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 Student Agreement and the Student Prospectus 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.

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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 and assessment required for students to achieve the qualification or course in which they are enrolling within the attempts allowed.
  - Course fees do not include required text books . These are at an additional cost, as outlined on the Course Outline. Textbooks can be borrowed and returned back to International College of Melbourne .
  - Issuance of one set of certification documents including the testamur (certificate) and record of results and/or a Statement of Attainment (in the case of withdrawal or partial completion).
- Non-tuition fees include:
  - Additional fees that apply for re-assessment, where a student fails to achieve a satisfactory outcome after three attempts at an assessment task.
  - Re-issuance or additional copies of certification documents will attract a fee of \$50 per document.
  - Fees for deferral of study, late payment of tuition fees, 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.
  - 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.
  - Overseas Student Health Cover
  - Airport pick ups
  - Re-assessment if required, as outlined above.
  - Re-issuance of AQF certification documents – a cost of \$50 per document applies.
  - Direct debit setup, transaction and dishonour fees (where applicable).
  - Credit card payment surcharges.

### 4. Payments

- Payments can be accepted by cash, EFTPOS, electronic transfer, credit card or direct debit.
- 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.

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- Debts will be referred to a debt collection agency where fees are more than 20 days past due.
- International College of Melbourne reserves the right to suspend the provision of training and/or other services until fees are brought up to date. Students with long term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.
- International students who do not pay their fees will receive two warnings regarding non-payment of fees and thereafter will be reported to DET via PRISMS under student default.
- Receipts of payments made by international students will be kept for at least 2 years after the person ceases to be an accepted student.

### 5. Refunds for international students

- All course fees for international students include a non-refundable enrolment fee which is detailed on the Course Outline and Student Agreement. The deposit is non-refundable, except in the circumstances detailed below.
  - A full refund of any fees paid (including the deposit) will apply if International College of Melbourne is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.

- **Circumstances in which a refund will be paid – FULL REFUNDS APPLY**

A full refund of any course fees paid will be provided to students in any of the following circumstances:

- Where a course does not start on the starting date outlined in the Letter of Offer
  - 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 International College of Melbourne '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 International College of Melbourne and this is not due to incorrect or incomplete information being provided by the student.
- **Refund process for full refunds**
    - In any of the above situations, International College of Melbourne 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.
  - **Circumstances in which a partial refunds will be paid – PARTIAL REFUND**

| Student Default Circumstances  | Calculation of Refund   |
|--|---|
| Student fails to start a course due to visa refusal (before course commencement) | ICM will retain on the account of administrative cost: either 5% of the course fees (Tuition fees + Non-tuition fees) received by ICM in respect of the |

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|   | student; or \$500; whichever is less.   |
| Student's visa refused after he/she has already commenced the course  | ICM will retain weekly tuition fees for part of the course that has already been delivered to the student before the day student's visa got refused; Non-tuition fees are non-refundable. |
| Student's withdrawal in at least 10 weeks prior to agreed start date  | ICM will retain on the account of administrative cost: 10% of the term fees received by ICM in respect of the student. Non-tuition fees are non-refundable.                               |
| Student's withdrawal in at least 4 weeks prior to agreed start date   | ICM will retain on the account of administrative cost: 50% of the term fees received by ICM in respect of the student. Non-tuition fees are non-refundable.                               |
| Student's withdrawal in less than 4 weeks but 2 weeks prior to agreed start date                                      | ICM will retain on the account of administrative cost: 75% of the term fees received by ICM in respect of the student. Non-tuition fees are non-refundable.                               |
| Student's withdrawal in less than 2 weeks prior to course start date  | ICM will retain tuition fees for the whole duration of that semester. Non-tuition fees are non-refundable.  |
| Student's withdrawal after he/she has already commenced the course but 2 weeks prior to beginning of their next term. | ICM will retain tuition fees for the student's current term and refund any pre-paid tuition fees for their next term. Non-tuition fees are non-refundable.                                |
| Student's visa cancelled due to student actions / Student withdraws from the course without notification              | ICM will retain tuition fees for the student's current term and refund any pre-paid tuition fees for their next term. Non-tuition fees are non-refundable.                                |

| <b>Provider Default Circumstances</b>                             | <b>Calculation of Refund</b>   |
|---|--|
| ICM was unable to provide the course for which the offer was made | ICM will fully refund the course fees (Tuition fees+Non tuition fees) received by ICM in respect to the student. |
| Course withdrawn by ICM.  | ICM will fully refund the course fees (Tuition fees+Non tuition fees) received by ICM in respect to the student. |

- **Circumstances in which a refund will not be paid – NO REFUND**

- 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

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student withdrew from the course at that location or the student did not pay the fees due.

- Where International College of Melbourne terminates the student's enrolment because of a failure to comply with International College of Melbourne policies, misbehaviour or unsatisfactory course progress.

### 6. Recording and payment of refunds

- 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.

### 7. Publication

- International College of Melbourne will publish in a prominent place 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><b>A. Deposit invoices</b></p> <ul style="list-style-type: none"> <li>• All international students should pay their deposit/enrolment fee upon enrolment.</li> <li>• Ensure there is a signed written <i>Student Agreement</i> on file before invoicing.</li> <li>• Raise an invoice for the amount in line with the payment schedule for the relevant course.</li> <li>• Fee-payers have 14 days to pay an invoice.</li> <li>• Keep a copy of the invoice on the student's file.</li> </ul>   | Administration Team/<br>Bookkeeper |
| <p><b>B. Fee instalment invoices</b></p> <ul style="list-style-type: none"> <li>• Charge fee instalments in line with the relevant payment schedule for the course, outlined on the Student Agreement/ Course Outline.</li> <li>• Ensure all payment terms, conditions and amounts are as indicated on the invoice unless a record of an agreed or advised change is in writing and the conditions of such a change were outlined on the initial agreement.</li> <li>• Students have 14 days to pay an invoice.</li> </ul>                                | Administration Team/<br>Bookkeeper |
| <p><b>C. Receiving payments</b></p> <ul style="list-style-type: none"> <li>• Payments may be made by EFTPOS, cash, direct bank transfer, credit card or direct debit.</li> <li>• Fees for international students may not be collected until the Student Agreement has been signed.</li> <li>• Record payments against the relevant invoice in Teams.</li> <li>• Provide the student with a receipt.</li> <li>• Ensure receipts for payments from international students are retained for at least 2 years after the first payment is received.</li> </ul> | Administration Team/<br>Bookkeeper |
| <p><b>D. Managing overdue fees – international students</b></p> <ul style="list-style-type: none"> <li>• Send out statements monthly to students to show outstanding fees.</li> </ul>   | Administration team/<br>Bookkeeper |

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| Procedure   | Responsibility |
|---|----------------|
| <ul style="list-style-type: none"> <li>• Call students where payments are more than 5 days overdue.</li> <li>• Send out Notice for outstanding tuition fees regarding non-payment of fees when payment are more than 07 days overdue</li> <li>• Send ICM Fee Overdue – Final Notice to cancel regarding non-payment of fees when payment are more than 20 days overdue.</li> <li>• Any student with an invoice over 40 days past due should be referred to the debt collection agency.</li> </ul> | CEO            |

### 2. Refunds

Refer

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

| Procedure  | Responsibility                                |
|--|---|
| <p><b>A. Processing refunds – provider default (international students)</b></p> <ul style="list-style-type: none"> <li>• Automatically issue a refund within 14 days to students who have enrolled and paid their deposit/enrolment fee and the course is cancelled prior to commencement.</li> <li>• Automatically issue a refund to students within 14 days where the course has commenced but is cancelled.</li> <li>• Notify students to whom refunds are automatically issued in writing and issue refund. Record on file.</li> <li>• All other students who withdraw from their course and seek a refund are to make a request for a refund in writing.</li> <li>• Assess refund as per this Policy.</li> <li>• Calculate the relevant refunds.</li> <li>• CEO approves refund assessment.</li> <li>• Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable.</li> <li>• For student default, process refunds within 28 days.</li> <li>• Keep a copy of the refund assessment on the student’s file.</li> </ul> | Administration Team/<br>Bookkeeper<br><br>CEO |
| <p><b>B. Processing refunds – student default (international students)</b></p> <ul style="list-style-type: none"> <li>• All other students who withdraw from their course and seek a refund are to make a request for a refund in writing.</li> <li>• Assess refund as per this Policy.</li> <li>• Calculate the relevant refunds.</li> <li>• CEO approves refund assessment.</li> </ul>   | Administration Team/<br>Bookkeeper<br><br>CEO |



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| Procedure  | Responsibility |
|--|----------------|
| <ul style="list-style-type: none"><li>• Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable.</li><li>• Process refunds within 28 days.</li><li>• Keep a copy of the refund assessment on the student's file.</li></ul> |                |