

Purpose

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

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

Definitions

ASQA: Australian Skills Quality Authority

DET: Department of Education and Training

ELICOS Standards: English Language Intensive Courses for Overseas Students (ELICOS) Standards 2018

ESOS Act: Education Services for Overseas Students Act 2000

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

Quality Indicators means Learner engagement and Employer Satisfaction data as outlined in the Data Provision Requirements 2012

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

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

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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

RTO: Registered Training Organisation

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

Student default:

- 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the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or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, including but not limited to the misleading information provided by students, and/ or misconduct in the Students code of conduct (<https://clinton.edu.au/Student%20Code%20of%20Conduct.pdf>).

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.

Policy

1. Protection of fees paid in advance

- Clinton Institute protects the fees that are paid in advance by international students.
- 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.
 - Clinton Institute does not require international students to pay more than 50% of course fees prior to course commencement. However, Clinton Institute provides students with the opportunity to pay more than 50% of their tuition fees prior to course commencement if they wish. Where a student's 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, Clinton Institute will require students to pay the full cost of the course prior to course commencement.
 - Clinton Institute pays into the Tuition Protection Service (TPS) provided by the Australian Government. In the event that Clinton Institute is unable to deliver a course a student has paid for and does not meet the obligation to either offer a student an alternative course or pay a student a refund of the unspent prepaid tuition fees, the TPS will assist students in finding an alternative course or to get a refund if a suitable alternative is not found.

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 Clinton Institute's website. In compliance with Clause 5.3 of the RTO 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 3.
- Fee information provided to 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, includes this Fees and Refunds Policy 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.
- Where an employer is paying for a student's course, an Employer Agreement will be provided at the time of enrolment outlining the total fees, payment terms and schedule of payments applicable.
- Students have the right to a 'cooling off period' only if they signed up to a course as a result of 'direct approach' sales or marketing strategies, such as tele-marketing or door-to-door sales. As Clinton Institute does not use 'direct approach' sales or marketing, this is not applicable.

3. Course fee inclusions

Fees and Refunds Policy



- 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 ELICOS students and/or for VET students. *Note: only a Statement of Attainment will be issued in the case of withdrawal or partial completion.*
- Non-tuition fees include:
 - Enrolment Fee \$250.00
 - Material Fee \$300.00
 - Application fee: \$200.00
 - Re-assessment Fee: \$200.00 (*Where a student fails to achieve a satisfactory outcome after three (3) attempts at an assessment tasks – VET students only.*)
 - Late Payment Fee: \$50.00 (*where fees are received after the agreed payment date as outlined in the Student Agreement*)
 - Re-issuance or additional copies of Qualification/ Testamur: \$60.00 + \$50.00 Shipping/postage
 - Students OSHC fee collection.
- Course fees (tuition or non-tuition) do not include:
 - Textbooks
 - Replacement textbooks if original copies are lost or misplaced.
 - Any optional textbooks and materials that may be recommended but not required to complete a course.
 - Stationery such as paper and pens.
 - Overseas Student Health Cover
 - Airport pick ups
 - Excursions
 - Credit card payment surcharges.
- Overseas students who do not meet their fee obligations and fail to pay their fees are at risk of having their visas cancelled.

4. Payments

- Payments can be accepted by electronic transfer, credit card or cheque.
- Credit card payments incur a surcharge of 1.6% per transaction.
- 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.
- Debts will be referred to a debt collection agency where fees are more than forty (40) days past due.
- Clinton Institute reserves the right to suspend the provision of training/teaching 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 on time and without payment extension approval, will receive two (2) 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 two (2) years after the person ceases to be an accepted student.

5. Refunds for international students

- All course fees for international students include non-refundable enrolment fee and non-refundable application fee which are 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 Clinton Institute 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:

- Defaults by Clinton Institute, 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 serious illness from incident, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).
- At the discretion of Clinton Institute'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 Clinton Institute and this is not due to incorrect or incomplete information being provided by the student.
- \$260 administration fee is applied for the refund application.

Refund process for full refunds

- In any of the above situations, Clinton Institute will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. Refunds will be issued within 28 business days.

Circumstances in which a partial refund will be paid – PARTIAL REFUND

- Partial refunds will be paid in the event of provider default. The refund will be calculated from the day of the default as per [Education Services for Overseas Students \(Calculation of Refund\) Specification 2014, section 7.](#)
- Partial refunds will also be provided in the same manner as for provider default (as above) where Clinton Institute 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 2018.
- If an international student is refused a visa (student default) before commencing their course, tuition fees and material fee received in respect to tuition will be refunded less a \$260 Enrolment Fee.
- If an international student is refused a visa (student default) but has already commenced their course, non-tuition fees as shown in your offer letter 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) less a \$260 Enrolment fee.

- Withdraws from course of study (not default by Clinton Institute, either student), the student must provide notification of withdrawal in writing and signed by the student. Refunds for any withdrawal will be calculated based on the date the notice of withdrawal form and completed refund form and with all relevant documentation received by Clinton Institute and will be as indicated in the following:
 - Where a student withdraws from a course more than four (4) weeks before course commencement, 70% of the paid tuition fee will be refunded less a \$260 Enrolment Fee.
 - Where a student withdraws from a course less than or equal to four (4) weeks before course commencement, 50% of the paid tuition fee will be refunded less a \$260 Enrolment Fee.
 - Where a student withdraws from a course after the commencement of their course and even deferral, no refund is payable.
- When default by Clinton Institute, if a student withdraws or defers their course after the course has started and they paid for units/ clusters/ modules that have not been commenced, a refund will be calculated on a per unit or cluster cost calculation as the course fee, less a \$260 Enrolment Fee
- The non-refundable fee including the enrolment fee and application fee is not calculated in the notice of refund.

Refund process for partial refunds

- 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 Clinton Institute to provide those services.
- The outcome of the refund assessment will be provided in writing to the student's registered address within twenty-eight (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.

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 student withdrew from the course at that location, or the student did not pay the fees due.
 - Where a student is refused a visa and the reason for the refusal was because the student provided fraudulent documents or misleading information to the Department of Home Affairs.
 - Where Clinton Institute terminates the student's enrolment because of students default and failure to comply with Clinton Institute policies, misbehaviors or unsatisfactory course progress.
 - Where a student withdraws from a course after the commencement of their initial course and even deferral, no refund is payable.

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 in the Student Management System (SMS).

7. Reporting students for non –payment of fees

- Where a student has demonstrated non-payment of fees, Clinton Institute may be required to report the student to DHA via PRISMS and the student will receive a written notice informing them of the intention to report for non-payment of fees.
- Students have the rights to appeal against this decision as per Clinton Institute *Complaints and Appeals Policy & Procedures*. If the student chooses to access this process, the student will not be reported until this process is complete.
- Clinton Institute will only report non-payment of fees in PRISMS if:
 - the internal and external complaints processes have been completed and the decision or recommendation supports the registered provider; or
 - the overseas student has chosen not to access the internal complaints and appeals process within the twenty (20) working day period; or
 - the student has chosen not to access the external complaints and appeals process: or
 - the overseas student withdraws from the internal or external appeals processes by notifying the registered provider in writing.
- All records will be kept on the student's file including warning letters and the notice of intention to report.