Purpose

This policy establishes the fee payment procedure and criteria for granting refunds to ensure that refunds of fees are made in accordance with the ESOS (Education Services for Overseas Students) Act 2000.

Scope

This policy applies to prospective overseas students who have accepted a place at the Institute and overseas students currently enrolled at the Institute.

Responsibility

The Chief Financial Officer (CFO) is responsible for the implementation of this policy and to ensure that staff and students are aware of its application and procedures.

Definitions

**Tuition Fee:** The Tuition Fee is a compulsory academic fee payable by students for courses offered by the Institute. It excludes course material and other fees.

**Tuition Protection Service (TPS):** The Tuition Protection Service is a protection scheme for international students whose provider cannot fully deliver a course for which the student has paid. The TPS ensures that international students are able to either:
   a. complete their studies in another course or with another education provider or
   b. receive a refund of their unspent tuition fees.

**Agreed Start Date/Course Commencement:** Agreed Start Date (Course Commencement) means the day on which the course was scheduled to start as per the student's Confirmation of Enrolment (CoE), or a later date agreed between RGIT Australia and the student for the start of the course.

**Course Material Fee:** A fee charged for the cost of providing course materials, textbooks, student guides and resource materials that are retained by the student as his/her personal property.

**Administration Fee:** An Administration Fee is a non-refundable fee that may be charged to students for providing services to students.

**Withdrawal from the Course:** Withdrawal refers to a student’s deferral, suspension or cancellation of enrolment in courses offered by the Institute.

**Institute Default:** Institute default occurs when:
   a. the course does not start on the Agreed Start Date
   b. the course ceases to be provided at any time after it starts but before it is completed
   c. the course is not provided in full to the student because a sanction has been imposed on the Institute
   d. the student has not withdrawn before the default day.

**Student Default:** A student default occurs when the Institute refuses to provide, or continue providing, the course to the student because of one or more of the following events:
   a. the course starts on the Agreed Start Date, but the student does not attend the classes on that day (and has not previously withdrawn)
   b. the student withdraws from the course (either before or after the Agreed Start Date)
c. the student fails to pay an amount he or she is liable to pay to the Institute, directly or indirectly, in order to undertake the course

d. the student breaches a condition of his or her student visa

e. student misbehaviour.

**Application Fee**

A non-refundable application fee of $150 is payable for enrolling in a RGIT Australia and is in addition to tuition fees.

**Payment of Tuition Fees**

a. The initial tuition fee as stated in the offer letter must be paid in advance before the commencement of the course to confirm the place at RGIT Australia.

b. RGIT Australia will not receive more than 50% of the student’s total tuition fee for a course before the student begins the course unless the course has less than one study period. A study period at RGIT Australia is a Term of 10 weeks.

c. RGIT Australia will not require any remaining tuition fees earlier than two (2) weeks before the start of the student’s second study period.

d. Tuition fees are payable to RGIT Australia by a bank draft or telegraphic transfer (or other approved payment options) in Australian dollars made payable to RGIT Australia.

e. All tuition fees for each study period must be paid in advance, unless a payment arrangement is made with the Institute. A late payment fee may be levied on students who pay their fees after the due date or as specified on the invoices.

f. Students who do not pay their fees by the due date and fail to do so in a timely manner will not be issued with a timetable or able to access classes until fees are paid. The inability to attend classes may result in students having to repeat missed work and/units.

g. Continued unpaid fees will result in the automatic cancellation of a student’s enrolment at the end of any appeals process. International students are required to demonstrate to the Australian Government sufficient funds to cover their studies in Australia. As such, financial hardship is not considered grounds for appeal.

h. Tuition fees do not include living expenses and text books. Students are required to pay for their own textbooks, uniforms and equipment. Please refer to the individual course entry for information about these additional charges. For students in Hospitality programs, a fee may be charged to students for reassessments.

i. When students have to repeat a subject, a repeat of unit fee is payable.

j. Students who enrol in additional courses will be required to pay a separate fee.

k. The tuition fee charged to the student will remain the same provided the student remains enrolled in the same course. If the student changes course a new tuition fee will apply.

l. If the student’s visa status changes (e.g. becomes a temporary or permanent resident), the student will continue to pay full overseas student fees for the duration of the enrolled program.
m. The Institute does not accept liability for any fees paid to an agent or third party in relation to an application for enrolment.

n. The Institute reserves the right to engage any third party to recover any outstanding fees payable to the Institute. The cost to the Institute of engaging a third party to recover such outstanding fees will be charged to the student.

Requirements

1. All refund requests are conditional on the following:
   a. the Institute must have received funds in order for any refunds to be made available (i.e. cheques are cleared, telegraphic transfers have been received)
   b. any debts to the Institute must be paid in full or the outstanding amounts will be deducted from the refund.

2. Visa Refusal
   If a student visa application or visa renewal is refused by the Australian Government, a full refund of course fees, less administration fees, will be made. To receive the refund, students will have to provide the Institute with authenticated evidence of their student visa refusal.
   However, no refunds will be granted where:
   a. an international student currently in Australia has their student visa cancelled by the Department of Immigration and Citizenship (DIAC) for a breach of visa conditions
   b. an international student currently in Australia has their student visa extension application refused by DIAC after the commencement of their studies, for not meeting visa requirements.

3. Institute Default
   a. In the unlikely event that the Institute is unable to start or deliver the course (known as Institute default), the student can choose to accept either:
      i. a refund of course fees, which will be issued to the student within 14 days
      ii. or be placed in an alternative course with the Institute or another provider. If the student chooses this option, they must sign a new written agreement to indicate they have accepted the placement.
   b. If the student chooses to receive a refund of course fees, the Institute will calculate the unspent portion of tuition fees paid to date (i.e. tuition the student has paid for, but which has not been delivered by the Institute). The refund will be paid within 14 days after cessation of the course.
   c. If the Institute is unable to provide a refund or place the student in an alternative course, the TPS will provide the student with options for suitable alternative courses (if any such courses are available), or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director.
4. Course Withdrawal

a. Where written notice of withdrawal is received by the Institute before the start date of the course or term, the Institute will refund the fees, as per the table below, less any administration fees.

<table>
<thead>
<tr>
<th>Written notice of withdrawal received</th>
<th>Refund of fees paid (current term)*</th>
<th>Refund of fees paid (future terms)</th>
</tr>
</thead>
<tbody>
<tr>
<td>28 days or more before the Course/Term Start Date</td>
<td>80%</td>
<td>100%</td>
</tr>
<tr>
<td>15 to 27 days before the Course/Term start date</td>
<td>70%</td>
<td>100%</td>
</tr>
<tr>
<td>Within 14 days before the Course/Term start date, as well as from the day Course/Term started</td>
<td>No refund</td>
<td>100%</td>
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</table>

*Less any administration fees

b. Where the student defaults, including withdrawing from a course, after the course/term start date, there will be no refund of paid tuition fees.

c. If the refund application is approved, refunds will be made available within 28 days (20 working days) of written notification being received by the Institute.

5. Special Circumstances

Where a student withdraws from the course and returns home because of exceptional and extenuating circumstances of a compassionate nature, such as a death or severe illness in the immediate family, 100% of all the unspent fees paid, less any administration fees, will be refunded.

6. Refund Procedure

a. The student must complete an Application for Refund Form to apply for a refund and attach all evidence and supporting documents. Such documents may include, but are not limited to:
   i. a completed Course Withdrawal Form provided by the Institute
   ii. a letter from DIAC advising of a rejection of the student visa application or a refusal to extend a student visa
   iii. proof of extenuating circumstances of a compassionate nature

b. For an Institute default on the agreement, refunds will be made within 14 days of the default date.

c. All other refunds will be made within 28 days (20 working days) of the student’s written notification being received by the Institute.

d. The Chief Financial Officer or a designated staff member must approve all student refunds.

e. Refunds will be paid in Australian dollars to the student or to the person nominated by the student on the refund application.

f. Details of refunds provided will be maintained in the student’s file.
7. Payment of Refunds
   a. If a request for a refund is approved, the refund for an approved transfer to another Australian institution will only be made payable to the applicant’s receiving institution in Australian dollars. The fund will not be refunded to the student.

   b. The remaining money, after transferring to another Australian institution, will only be made payable to the applicant in Australian dollars to the student’s nominated bank account.

8. Student’s Rights to Appeal
   a. Any student who is refused a refund by the Institute may appeal within 14 days in writing to the Student Administration Manager.

   b. The Institute’s appeal process does not restrict the student’s right to pursue other legal avenues.

   c. This agreement, and the availability of complaints and appeal processes, does not remove the right of the student to take action under Australia’s consumer protection laws.

9. Review History

<table>
<thead>
<tr>
<th>Revision</th>
<th>Date</th>
<th>Description of modifications</th>
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<tr>
<td>1</td>
<td>December 2008</td>
<td>Original</td>
</tr>
<tr>
<td>2</td>
<td>June 2009</td>
<td>No changes made</td>
</tr>
<tr>
<td>3</td>
<td>December 2009</td>
<td>Minor formatting</td>
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<tr>
<td>4</td>
<td>December 2010</td>
<td>Annual Review</td>
</tr>
<tr>
<td>5</td>
<td>December 2011</td>
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</tr>
<tr>
<td>5.1</td>
<td>May 2012</td>
<td>Domain change</td>
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<tr>
<td>5.2</td>
<td>June 2012</td>
<td>Added: statement that students will incur costs if RGIT needs to engage third party to recover outstanding fees.</td>
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<tr>
<td>6.0</td>
<td>August 2012</td>
<td>TPS Amendments included</td>
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<tr>
<td>6.1</td>
<td>December 2012</td>
<td>Overall editing and update</td>
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<tr>
<td>7.0</td>
<td>July 2013</td>
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<tr>
<td>7.1</td>
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<td>Minor edits</td>
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Reference: SNR 22; National Code Standard 2, 3