

Fees Payment and Refund Policy (Domestic Fee-for-Service Students)

1. Purpose

The purpose of this document is to establish the fees payment and refund procedures in accordance with the *Standards for Registered Training Organisations (RTOs) 2015*.

2. Scope

This policy applies to prospective domestic fee-for-service students who have accepted a place at RGIT Australia, and students currently enrolled at RGIT Australia.

3. Responsibility

The Chief Financial Officer (CFO) and Operations Manager are responsible for the implementation and monitoring of this policy.

4. Definitions

Administration Fee: A non-refundable fee that is charged for providing services to students.

Agreed Start Date/Course Commencement: 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 Fees: The sum of the tuition fees and non-tuition fees (if any) received by RGIT Australia in respect of the student.

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

Domestic fee-for-service student: a student that is either an Australian citizen, an Australian permanent resident (holders of all categories of permanent residency visas, including humanitarian visas), or a New Zealand citizen, paying full-fees for their qualification without any state government-subsidy or federal government loan assistance.

Enrolment Fee: A non-refundable fee payable for enrolling in RGIT Australia and is in addition to tuition fees.

Institute Default: Institute default occurs when:

- I. either of the following occurs:
 - i. the course does not start on the agreed start date;
 - ii. the course ceases to be provided at any time after it starts but before it is completed; and
- II. the student has not withdrawn before the default day.
- III. If the course is not provided in full to the student because a sanction has been imposed on RGIT Australia.

Late Fee: An additional fee charged to students who fail to meet a payment deadline by the due date.

Student Default: A student default occurs when RGIT Australia refuses to provide, or continue providing, the course to the student because of one or more of the following events:

- I. the course starts on the agreed start date, but the student does not attend the classes on that day (and has not previously withdrawn);
- II. the student withdraws from the course (either before or after the agreed start date);
- III. the student fails to pay an amount he or she is liable to pay to RGIT Australia, directly or indirectly, in order to undertake the course; or
- IV. student's misbehaviour.

Tuition Fee: A compulsory academic fee payable by students for courses offered by RGIT Australia. It does not include course material fees and other applicable fees or costs.

Term: A study period of 10 weeks excluding holidays.

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Withdrawal from the Course: A student's deferral, suspension or cancellation/withdrawal of enrolment in a course offered by RGIT Australia.

5. Payment of tuition Fees

- I. The initial tuition fee, enrolment fee and course material fee (if applicable) as stated in the offer letter must be paid in advance before the commencement of the course for confirmation of enrolment at RGIT Australia.
- II. RGIT Australia may require students to prepay fees up to or in excess of a total of one-thousand five-hundred dollars (\$1500) prior to the relevant services being provided, at any time before, during or after the student enrolls i.e. RGIT Australia may collect more than \$1500 if there is in place a fee protection measure such as membership with an approved Tuition Assurance Scheme, or if not available, RGIT Australia will not collect prepaid fees in excess of \$1500.
- III. RGIT Australia will not require any remaining tuition fees earlier than two (2) weeks before the start of the student's second study period.
- IV. Students must pay the full tuition fees by the due date as specified in the invoices unless any other payment plan/arrangement is agreed with RGIT Australia.
- V. Students who wish to apply for a payment plan/arrangement, must do so in writing before the due date along with evidence and supporting documents (if applicable). RGIT Australia may engage a third party to manage the installment payment plan and collect installment fees on its behalf.
- VI. Students who are paying their fee under a payment plan/arrangement are subject to a five percent (5%) surcharge on the tuition fee agreed to be paid under the payment plan/arrangement.
- VII. A late fee of two-hundred dollars (\$200) will be applicable to students who do not pay the tuition fee by their due date or as specified in the invoice.
- VIII. Students must pay all fees, including tuition fees, directly to RGIT Australia only by electronic transfer, a bank draft or telegraphic transfer (or other approved payment options) in Australian dollars made payable to RGIT Australia.
- IX. If the student tuition fee is outstanding after the due date or any date mentioned in the invoice, a final notice and/or email will be issued within two (2) weeks of the original invoice due date.
- X. If a student fails to make the payment of the outstanding fees even after a final notice and/or email is issued, their enrolment will be suspended. The suspension of enrolment will cause following restrictions to apply:
 - a. loss of access to RGIT Australia's library services, learning management system, classroom, computer system including internet and other resources and services;
 - b. loss of access to enrolment records, results and academic certificates; and
 - c. inability to attend any classes which may result in students having to repeat missed work and units.
- XI. If a student with a suspended enrolment makes no further payment or does not contact RGIT Australia concerning their debt, their enrolment may be cancelled.
- XII. An additional fee is applicable when:
 - a. students have to undergo reassessment (reassessment fee); or
 - b. students have to re-enrol or repeat a unit (unit fee).

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- XIII. Students who enrol in additional courses will be required to pay a separate tuition fee as specified for the course.
- XIV. The tuition fee charged to the student will remain the same provided the student remains enrolled in the same course. If the student transfers the course, a tuition fee for the transferred course will apply.
- XV. RGIT Australia reserves the right to engage any third party to recover any outstanding fees payable to RGIT Australia. The cost to RGIT Australia of engaging a third party to recover such outstanding fees will be charged to the student.

6. Refund

All student's refunds are conditional on the following:

I. Course Withdrawal

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

| Written notice of withdrawal received | Refund of fees paid (term withdrawing) * |
|------------------------------------------------------------------------------------------|------------------------------------------|
| 28 days or more before the course/term start date | 75% |
| 15 to 27 days before the course/term start date | 50% |
| Within 14 days before the course/term start date, as well as from the day course started | No refund |

*Less administration fees

- i. Where the student defaults, including withdrawing from a course, after the course/term start date, there will be no refund of paid tuition fees.
- ii. Any debts to RGIT Australia must be paid in full or the outstanding amounts will be deducted from the refund.
- iii. Students are required to complete the Refund Application Form when applying for a refund. If the refund application is approved, refunds will be made available within 28 days (20 working days) of written notification and relevant forms duly signed by the student being received by RGIT Australia.
- iv. RGIT Australia must have received funds in order for any refunds to be made available (i.e. cheques are cleared, telegraphic transfers have been received).

7. Institute Default

- I. In the unlikely event that RGIT Australia is unable to start or deliver the course (known as Institute default), the student can choose to accept either:
 - a. a refund of course fees, which will be issued to the student within 14 days; or
 - b. be placed in an alternative course with RGIT Australia or another provider. If the student chooses this option, they must sign a new written agreement to indicate they have accepted the placement.

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- II. If the student chooses to receive a refund of course fees, RGIT Australia 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 RGIT Australia). The refund will be paid within 14 days after cessation of the course.

8. Special Circumstances

Where a student withdraws from the course 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 will be refunded.

9. Refund Procedure

- I. The student must complete a Refund Application Form to apply for a refund and attach all evidence and supporting documents. Such documents may include but are not limited to proof of extenuating circumstances of a compassionate nature.
- II. Refunds will be made within 28 days (20 working days) of the student's written notification being received by RGIT Australia and in the case of RGIT Australia not delivering the course, the refund will be paid within 14 days.
- III. The Chief Financial Officer or the officer nominated by him must approve all student refunds.

10. Payment of Refunds

Refunds will be paid in Australian dollars via bank transfer to the bank account number nominated by the student on the Refund Application Form.

11. Student's Rights to Appeal

- I. Any student who is refused a refund by RGIT Australia may appeal within 14 days in writing to the Student Services Manager.
- II. RGIT Australia's appeal process does not restrict the student's right to pursue other legal avenues.
- III. 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.

12. Revision History

| Revision | Date | Description of modifications |
|----------|----------------|--------------------------------------------------------------------------------------------|
| 1.0 | June 2015 | Original |
| 2.0 | January 2018 | Minor update |
| 3.0 | December 2018 | Overall review and editing update |
| 3.1 | January 2019 | Included mention of clause 7.3 of the Standards for RTOs 2015 in the fee collection clause |
| 3.2 | April 2019 | Fixed administration error in section 6. |
| 3.3 | June 2020 | Updated footer |
| 4.0 | September 2020 | Template update. Content update in section 5,6,7. |