



RTO Code: 31915

CRICOS Code: 03320D

SC15-I Fees & Refunds Policy and Procedures



SC15-I Fees & Refunds Policy and Procedures International Students

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Purpose

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

This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards, as well as National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 Standards 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 2007 means National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007

PRISMS means Provider Registration and International Students Management System

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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Standards means the Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework

Policy

1. Protection of fees paid in advance

Future Academy 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.
- Future Academy does not require international students to pay more than 50% of course fees prior to course commencement. The remaining 50% will be collected no earlier than 2 weeks prior to the commencement of the second study period.
- Future Academy pays into the Tuition Protection Scheme (TPS) provided by the Australian Government.



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2. Fees and refund information

Prospective and current students are advised of the fees associated with a course on the Student Agreement. In compliance with Clause 5.3 of the Standards, this is provided prior to enrolment or commencement of training, whichever is first.

For international students, fee information is always provided prior to enrolment as per the requirements of the National Code 2007 Standard 3. Fee information provided to international students includes:

- All relevant fee information, including fees that must be paid and payment terms
- Details of the potential for fees to change during the student's course as relevant
- Deposits and refund information and conditions relating to these
- The learner's rights as a consumer including any cooling off period

Refund information is outlined in the Student Agreement and in the Student Handbook.

Fees will only be collected once a signed copy of the signed Student Agreement is received by Future Academy.

3. Inclusions in course fees

Unless otherwise specified, course fees include all the training and assessment required for students to achieve the qualification or course in which they are enrolling. Course fees will clearly itemise tuition, as well as non-tuitions fees.

- Course fees do not include required learning materials. These are at an additional cost, as outlined on the Course Outline.
- Course fees include the issuance of a testamur and record of results and/or statement of attainment. For additional copies or re-issuing of any of these documents an additional fee is applicable. This fee is currently \$50 per request.
- Course fees do not include Overseas Student Health Cover or optional extras such as airport pickups. These fees are at an additional cost as outlined in the letter of offer.

4. Late payments

International students will be charged \$200 late fee for overdue tuition fees for 1-5 working days and if the tuition fees are overdue more than 5 working days \$400 late fee will be charged. Students who do not pay their fees will be reported to DET via PRISMS under student default.

Refunds

All course fees, include a non-refundable deposit / enrolment fee which is outlined on the Course Outline. The deposit is non-refundable except in the unlikely situation where Future Academy is required to cancel a course due to insufficient numbers or for other unforeseen circumstances. In this case, students will receive a full refund of their deposit.

Students who withdraw from a course and wish to seek a refund or have the amount they owe on their fees reduced, must apply to Future Academy in writing, outlining the details and reason for their request. Students who have not completed a withdrawal form are not eligible for consideration of a refund or reduction in fees.



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5. Refunds – international students

For international students, eligibility for a refund will be assessed as follows:

- Future Academy refund policy applies to both commencing and re-enrolling students.
- To claim any refund, you must complete the Future Academy refund application form.
- The Future Academy refund application form is available through the Future Academy website or at our reception desk.
- Return the form along with proof of payment of course fees and copies of any supporting documents, (such as visa rejection letter, etc.) to Future Academy.
- Refunds will be paid in Australian dollars to the applicant only, unless authorisation is given by the student in favour of another party.
- Students will be sent/given a statement explaining how their refund was calculated.
- Refund cheques can be posted to an address in the student's country of origin.
- Money should be refunded to the student within 28 days of the refund approval date.
- The Future Academy Application processing/enrolment fee and college Course material fee (see enrolment form), Homestay accommodation placement fee (see enrolment form) and airport pick up fee (see enrolment form) are non refundable, except in the unlikely event Future Academy is unable to provide the course offered.
- All course monies, including fees otherwise referred to as non-refundable will be refunded as per Future Academy refund policy stated below.
- Any bank fees, fines etc incurred by Future Academy as a result of misinformation, error etc., on behalf of student, will be passed on to the student in addition to an administration fee of \$200.
- A further \$50 COE charge will be deducted if the student has not commenced the course and has applied for refund.
- If a student defers his/her course he/she are not eligible for a refund.

6. Full Refund:

A full refund, (minus refund processing fee and enrolment/application fee) will be granted to students in the following situations:

- The applicant is unable to obtain a visa from an Australian Diplomatic office.
- Compassionate or compelling circumstances which are out of the student's control, such as illness or disability, that prevents the student from undertaking the course. This may include the death of a close family member of the student (parent, sibling, spouse or child).
- Other special or extenuating circumstances, including political, civil or natural events that prevent the student from taking the course, may also be accepted at the discretion of college management.



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7. No or Partial Refund

If a student wishes to apply for a refund under certain circumstances which are not covered under full refund, he/she may be eligible for a partial refund. The amount of partial refund is determined by the date of receipt of notice of withdrawal. Partial refunds (minus refund processing fee and enrolment/application fee) will be given as follows:

- If a request for a refund is given to Future Academy 10 weeks or more before the commencement date of the course, students will receive full refund of the amount paid minus the non-refundable application fee.
- If a request for a refund is given to Future Academy between 10 weeks and 28 days before the commencement date of the course, students will receive full refund minus refund processing fee of 25% of the amount paid and non-refundable application fee. This is not applicable if the student first defers the course and then applies for refund within the stipulated timeframe. If this occurs then the student is only eligible for a 50% refund of the tuition fee provided that he/she applies for refund 10 weeks or more before the course commencement date.
- If a request for a refund is given less than 28 days before the commencement date, the student will be eligible for a refund of 50% of the tuition fee paid minus the non-refundable enrolment/application fee.
- Students who withdraw from a course after commencement date will not be eligible for a refund and will be liable for the rest of the course fees as they have entered into financially binding agreement. They will be liable as well for \$500 cancellation fees for any other e-CoE issued.
- Students who did not commence will not be eligible for any refund and will remain liable for the rest of the course fees as they have entered into financially binding agreement. They will be liable as well for \$500 cancellation fees for any other e-CoE issued.
- Students who fail to meet the course entry requirements or the offer letter conditions will be only eligible for refund of all fees paid less than \$500 contract cancellation fees unless an alternate course to which they can meet the entry requirements is available.
- False or misleading information in your application or during your course of study automatically disqualifies you from any refunds.
- If the student applies for deferment first and then reapplies for a refund of course fee, a partial refund of 25% of the fees will be paid.

Student Default

Future Academy will refuse to provide a refund or continue to provide a course to a student due to:

- Failure to pay an amount he or she was liable to pay to Future Academy directly or indirectly in order to undertake a course;
- The student breached a condition of his or her student visa; or
- Misbehaviour by the student or under strict disciplinary action.

Provider Default

Future Academy will have transfer arrangements put in place through the TPS and full refunds will be issued (minus processing fees and non-refundable fees) should the institute default due to any of the following:

- The institute ceases operations;



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- The course enrolled in does not begin on the agreed commencement date;
- The course enrolled in ceases to be provided at any time after it commences but before it is completed; or
- The course enrolled in is not provided in full to the student because a sanction (restriction) has been imposed on the registered provider.

8. Outcomes of refund decisions

Future Academy will provide the outcome of the refund assessment in writing to the student's registered email address, outlining the decision and reasons for the decision along with any applicable refund or adjustment notice.

Students will be advised that they may appeal the refund assessment following Future Academy Complaints and Appeals Policy and Procedure.