

Fee and Refund Policy & Procedure

Policy

This policy applies to all Prospect Education Group PTY LTD T/A Swanston Institute (Melbourne) VET students and all Swanston Institute staff who deal with all matters concerning VET.

This policy supports the ESOS National Code 2018 Standard 3. This policy also supports the Standards for RTOs 2015 - Standard 5 Clause 5.3, that states:

"Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment of the commencement of training and assessment, whichever comes first, specifying:

- all relevant fee information including:
 - fees that must be paid to the RTO, and
 - payment terms and conditions including deposits and refunds.
- the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies
- the learner's right to obtain a refund for services not provided by the RTO in the event the:
 - arrangement is terminated early, or
 - the RTO fails to provide the agreed services."

and Standard 7 Clause 7.3 that states:

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"Where the RTO requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), the RTO must meet the requirements set out in the Requirements for Fee Protection in Schedule 6."

Fee protection requirements as in Schedule 6: (Ref:

<https://www.legislation.gov.au/Details/F2019C00503>)

"The RTO addresses learner fee protection by implementing one or more of the following arrangements:

1. The RTO holds an unconditional financial guarantee from a bank operating in Australia where:

- the guarantee is for an amount no less than the total amount of prepaid fees held by the RTO in excess of the threshold prepaid fee amount for each learner for services to be provided by the RTO to those learners, and
- all establishment and ongoing maintenance costs for the bank guarantee are met by the RTO.

2. The RTO holds current membership of a Tuition Assurance Scheme approved by its VET Regulator which, if the RTO is unable to provide services for which the learner has prepaid, must ensure:

- the learner will be placed into an equivalent course such that:

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- the new location is geographically close to where the learner had been enrolled, and
 - the learner receives the full services for which they have prepaid at no additional cost to the learner or
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- if an equivalent course cannot be found, the learner is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.

3. Any other fee protection measure approved by the VET Regulator."

The Standard 7 Clause 7.3 explains:

"RTOs registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) must satisfy both the requirements of this clause and of the Tuition Protection Service (TPS) under the *Education Services for Overseas Students Act 2000* (ESOS Act). The TPS requires that not more than 50 per cent of the fees for an overseas student be prepaid unless **the student chooses to pay more**. This applies even if 50 per cent of the course fees would be less than the threshold prepaid fee amount of \$1500."

Tuition Protection Service

Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS requirements and the Tuition Protection Service Framework. The Institute is a member of the Tuition Protection Service (TPS). This means that the fees paid to the Institute are safeguarded if the Institute defaults on delivering the courses you are enrolled in.

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In the unlikely event that the Institute is unable to deliver the course you have paid for and does not meet our obligations to either offer you an alternative course that you accept or pay you a refund of your unspent prepaid course fees, the TPS will assist you in finding an alternative course or to get a refund if a suitable alternative is not found.

The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education complete their studies in another course or with another education provider or receive a refund of their unspent course fees.

Students and their sponsors can choose to pay more than 50 per cent of tuition fees up front if they wish to do so. This allows students and those paying fees on their behalf, such as their parents or a scholarship sponsor, to pay any amount greater than 50 per cent of the tuition fees to take advantage of favourable exchange rates or have the convenience of only paying once.

Further information on the Tuition Protection Service can be accessed at:

[International students - Department of Education, Australian Government](#)

Swanston Institute does not require international students to pay more than 50% of the course fee up front where the course is 25 weeks or more in duration, however, may require it for courses that are shorter than 25 weeks. Students and their sponsors may choose to pay more than 50% of tuition fees up front if they wish to do so. This allows students and those paying fees on their behalf, such as their parents or a scholarship sponsor, to pay any amount

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greater than 50 per cent of the tuition fees to take advantage of favourable exchange rates or have the convenience of only paying once.

In addition to the protection offered by TPS, Swanston Institute further protects the tuition fees that are paid in advance by international students. Funds will be held in a separate bank account that can only be drawn down when the student commences. This prepaid tuition 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 a timely way without impact on the financial operations of the business or recourse to the tuition protection system.

FEES

Written agreements between Swanston Institute and students sets out the services to be provided, fees payable and information in relation to refunds of tuition fees. Swanston Institute provides an itemised list of tuition fees payable by the student and information in relation to refunds of tuition fees in the Letter of Offer and Acceptance Agreement – International Student.

Swanston Institute include in the written agreement the following information in relation to refunds of tuition fees in the case of student and provider default:

- a. amounts that may or may not be repaid to the student (including any tuition fees collected by education agents on behalf of the registered provider);

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- b. processes for claiming a refund;
- c. a plain English explanation of what happens in the event of a course not being delivered; and
- d. a statement that “This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws”.

Swanston Institute guarantees to complete the training and/or assessment once the student has commenced study in their chosen qualification or course.

Fees may include Tuition fee, which is fees directly related to provision of a course; non-refundable Registration fee & Administration fee, Material fee for books/materials, Health Cover (for international students), and any other charges such as re-issuance of qualification certificates / statements of attainment.

Tuition fees are fees directly related to provision of a course. Tuition fees do not include the Overseas Student Health Cover (OSHC), Registration Fee & Administration Fee, books and/or other materials required to undertake the program or compulsory activities where relevant (such as fieldwork or excursions). All relevant fees are clearly mentioned in the Application Form – International Student and Letter of Offer and written Agreement – International Student.

Prior to a student enrolling, fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the

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course. If a course length is extended by the student, then any fee increases will be required to be paid for the extended component of the course.

Where a student chooses to pay more than 50% fee or \$1500 upfront as Initial Deposit, the remaining amount will be collected according to an agreed payment schedule detailed in the Written Agreement.

Swanston Institute must retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student

Collection of Fees after enrolment:

Student must pay their fees as per the written agreement signed by them at the time of their enrolment.

Fees Collection Process:

At Swanston Institute, all students are required to understand and sign the fees agreement which states the next instalments amount with the due dates. All due dates on the tuition fees are kept at standard 05th of every month.

Reminder Letter and SMS

In case the student instalment falls on a particular month, a friendly SMS reminder along with the Notification Letter (Reminder to Pay) is sent to all students in the first week of that month to give the students ample time to arrange their funds.

Intention to cancel Enrolment

In case the student's fees remain unpaid, "Intention to cancel Enrolment" letter is sent to the student on the 15th of the month. The student gets 20 working days to appeal against the decision from the date of letter and pay the full dues along with the \$75 late fine per month.

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If the student chooses not to appeal against the decision than the student enrolment will be cancelled after the end of appeal period.

However, in case student appeals against the decision, the cancellation will be kept on hold and the student's appeal will be assessed in line with "Complaints and Appeal policy. Please refer to the 'Complaints & Appeal policy & procedures' for further details.

REFUNDS

1. All refund requests for visa refusal or withdrawal must be made in writing by emailing a completed Swanston Institute Refund Application Form to admissions@swanston.edu.au. The Refund Application Form is available to download on the Swanston Institute website. The student must attach any evidence or documentation relevant to the refund application.
2. All approved claims for refund are paid to the student or a person authorised by the student within four weeks of receiving the written claim. Please note the refund application form is only valid after the COE has been cancelled even when the refund application form has been submitted along with the cancellation form. Thus, the four weeks will be counted from the date of cancellation in case the refund application form and the cancellation form are submitted together the cancellation form. Thus, the four weeks will be counted from the date of cancellation in case the refund application form and the cancellation form are submitted together.

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3. It is students' responsibility to apply for a refund if applicable.
4. In case of a refund due to the Institute default on the agreement, refunds will be made within 14 days of the default date.
5. The Accounts Officer processes refunds and the Admin/ Accounts Manager must approve student refunds.
6. If a student is dissatisfied with Swanston Institute's decision in relation to their refund request the student may lodge an appeal under the Complaints and Appeals Policy and Procedure. The availability of complaint and appeal processes does not remove the right of the student to act under Australia's consumer protection laws.
7. Details of refunds provided are maintained in electronic individual student folders and refund register.

Fees and Refund arrangements for international students

Fee schedule

Course fee	As per course offer and written agreements
Registration fee	As per course offer and written agreements
Administration fee	As per course offer and written agreements
Materials fee	As per course offer and written agreements
Recognition of Prior Learning fee	\$600 per unit
Credit transfer fee	No charge
Repeat unit fee	As per course offer and written agreements
Assessment resit fee (2 attempts) ¹	No charge

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Re-assessment fee (after 2 attempts)	As per course offer and written agreements
Bank Transfer fee	What the bank charges for the transfer
Accommodation Services	Outsourced - contact College for details
Airport meeting	Outsourced - contact College for details
OSHC (Overseas Student Health Cover)	Outsourced - contact College for details

- Reassessment will only be offered to the students who have submitted their assessments but failed to achieve the satisfactory outcome and are marked NYC.
- Students are entitled to 3 assessment attempts for each assessment task where they have been marked NYC on submission of their assessment tasks. First 2 attempts will be free, and 3rd will be charged as per the offer letter and written agreements. If the student is unsuccessful after 3 assessment attempts, they will be required to repeat the unit and pay the repeat unit fee. Students found to have cheated or plagiarised work may not be entitled to re-sit assessments, instead they may be required to repeat the unit and pay the repeat unit fee. Any NYC marked due to being absent will not be eligible for this entitlement. More details are in the student prospectus/relevant policy procedure which is available by sending your request to: admissions@swanston.edu.au

Refund arrangements

If a visa is refused by the Australian Government 5% of the tuition fees initially paid or \$500 (whichever is lower) will be deducted from the total tuition fees paid. Remaining deposit will

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be refunded back. Please note Registration fee and Administration fee won't be refunded. In order to receive the refund students will have to provide authenticated evidence of the student visa refusal to the College and attach this evidence to a completed refund application form which is available from the College and can be sent by post or email. The refund application must be used to apply for refunds and must be addressed to the Admin/Accounts Manager of the College.

If the Institute defaults on delivery of qualifications

In the unlikely event that the Institute is unable to deliver your course in full, you will be offered a refund of all the course fees and materials fees you have paid to date. The refund will be paid to you within 14 days of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by the Institute at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement. If the Institute is unable to provide a refund or place you in an alternative course our Tuition Protection Service (TPS) provided. In the case of provider default there is no requirement for a student to lodge a refund application form as the Institute will initiate payment of the refund.

If a student defaults on their written agreement

The written agreement will be sent to students who are accepted into a course and will not take effect until it is signed and dated by the applicant and received by the Institute.

If students want to withdraw from their course after fees have been paid, then refunds will be made in accordance with the written agreement that the student signs with the Institute.

If the student fails to follow the agreement or breaches Swanston Institute Policy & procedures, the appropriate action will be taken in line with the Swanston Institute's policy & procedures. No refund will be granted to the student in that case.

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Scholarship, promotional fees or discount to any course is provided to the student with an intention that they will complete the course and/or course package. In case of any cancellations and whenever there is a fees refund, the reduced fees will be added back and the refund amount will be calculated as per the listed course fees on Website, Handbook or <https://cricos.education.gov.au/>

Please also note that in case a student is cancelled on Non-Payment, Unsatisfactory Course Progress or Unsatisfactory Attendance, the student may be enrolled in the college on the discretion of CEO. However, re-registration fees and administration fees in addition to the overdue tuition fees will apply. Student may be eligible for credit transfer.

Cooling off period

Swanston Institute provides applicants a 7-day cooling off period. This means that if a student accepts an offer of a place and pays Swanston Institute relevant course fees before the course start date, and then changes their mind (for any reason), a full refund of course fees paid to date (minus the \$250 Registration fee) will be provided. Students must notify Swanston Institute in writing within 7 days of paying Swanston Institute any fees.

Scholarship/Discounts

Scholarship, promotional fees, or discount to any course is provided to the student with an intention that they will complete the course and/or course package. In case of any cancellations and whenever there is a fees refund, the reduced fees will be added back and the refund amount will be calculated as per the listed course fees on Website, Handbook or <https://cricos.education.gov.au/>.

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Please also note that in case a student is cancelled on Non-Payment, Unsatisfactory Course Progress or Unsatisfactory Attendance, the student may be enrolled in the college on the discretion of CEO. However, re-registration fees and administration fees in addition to the overdue tuition fees will apply. Student may be eligible for credit transfer.

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Refund conditions for Student defaults

Tick Box	Reason for asking Refund	Refund protocols in place
	Registration Fee, Administration Fee and any other non-tuition fees	No refund of Registration Fee, Administration Fee and any other non-tuition fees
	Withdrawal at least 60 days or more prior to course commencement date	5% of the tuition fees initially paid or \$500 (whichever is lower) will be deducted from the total tuition fees paid against the application processing fees. Remaining tuition fees will be refunded back. Registration Fee, Administration Fee and any other non-tuition fees won't be refunded.
	Withdrawal less than 60 days but more than 28 days of prior to agreed start date of the enrolled course as indicated on the current Letter of Offer	50 % of Tuition fees refunded. Registration Fee, Administration Fee and any other non-tuition fees won't be refunded.
	Withdrawal less than 28 days of prior to agreed start date of the enrolled course as indicated on the current Letter of Offer	No refund of Registration Fee, Administration Fee, Tuition fees and any other non-tuition fees
	*Withdrawal after course commencement	No refund of Registration Fee, Administration Fee, Tuition fees and any other non-tuition fees. Tuition fees is not based on study periods.

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	Residency status change from International to Permanent resident (Provide application along with proof of visa status changes with copies from passport)	Fee status will change from next course (If the residency status has changed after the start of the current course). No Refund applicable for the currently enrolled course that has already commenced.
	Airport pick-up	No refund
	Home stay fees and accommodation booking fee	No refund
	OSHC Refund Policy (Calculation of refund will be done as per the provider policy)	If Swanston Institute has organized the OSHC, we will refund the OSHC directly to the student under following conditions: • Calculation of refund will be done as per the provider policy
	Overpayment	Full refund of the overpaid amount (Any amount paid over and above the Registration fees/Administration fees/ Course fees/Tuition fees/ Material fees mentioned on the Written Agreement)

Refund Calculator:

#Refund Calculator (ESOS Calculation of refund specifications)- In following refund circumstances, this calculator may apply:

For subsection 47E (2) of the Act, the amount of a refund is calculated as follows:

refund amount = weekly tuition fee × weeks in default period

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Source: <https://www.legislation.gov.au/Details/F2014L00907>

Other Refund Conditions

Tick Box	Reason for asking Refund	Refund protocols in place
	Visa refused prior to commencement, Visa extension refused or Visa cancelled due to actions of the student (off-shore & on-shore students)	Student must apply for cancellation of the course/s prior to the commencement and submit visa refusal letter: 5% of the tuition fees initially paid or \$500 (whichever is lower) will be deducted from the total tuition fees paid against the application processing fees. Remaining tuition fees will be refunded back. Registration Fee, Administration Fee and any other non-tuition fees won't be refunded. In case, Student apply for cancellation of the course/s after the commencement and submit visa refusal letter: If student applies for cancellation after the course commencement, then refund will be calculated as per refund amount calculator#

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		and there will be no refund on any non-tuition fees paid.
	Visa extension refused/ Visa cancelled due to actions of the student (after course commences – on-shore students)	Refund will be calculated as per refund amount calculator#.
	College is unable to provide the course for which the original offer was made before commencement (Provider default)	Full refund of course fees
	Course withdrawn by the College after commencement (Provider default)	Calculation as per Refund amount calculator# (Default period of Provider taken in count)

Definition:

Weekly Tuition Fees	Total tuition fees for the course/number of calendar days in the course 7
Weeks in default period	Number of calendar days from the default day to the end of the period to which the payment relates 7
Refund amount	Weekly tuition fees X Weeks in default period
Course Fees	Sum of Tuition and Non-Tuition fees except Registration fee and Administration fee

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Refund Conditions for Withdrawal After Course Commencement- Extenuating circumstances for the students who have paid full tuition fees of the course before the course commencement:

* Students may have extenuating circumstances that prevent them from attending scheduled course dates that may include but are not limited to illness, family or personal matters, moving back to the home country with an intention of not coming back to Australia on the same visa (with confirmed one-way ticket and evidence of student withdrawal submitted to Department of Home Affairs), which will be verified by the College before processing the refund) or other reasons that are out of the ordinary. Where evidence can be successfully provided to support the student's circumstances, in such circumstances, refund will be calculated as per the refund calculator for a refund of unused course fees which can be issued. This decision of assessing the extenuating circumstances is on the discretion of the CEO and shall be assessed on a case-by-case situation. Please note that the student is not eligible to apply for any refund in case of change of mind that may include but are not limited e.g., change of course or transfer to the other provider in same or different city due to any reason.

***Course Fees = Sum of Tuition and Non-Tuition fees except Registration fee and Administration fee.*

Please note:

Where the student breaches Swanston Institute 's Policies and Procedures no refund is payable.

Appeals:

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Once a decision is made on a student's application for fee refund, the student will be notified in writing of the outcome.

Student has the right to appeal against the decision and should refer to 'Swanston Institute **Complaints and Appeals Policy & Procedures**' available on our website or can be taken from the college reception for the information on lodging an appeal against a decision.

Statement of Attainment:

You are entitled, at no additional cost, to a formal Statement of Attainment on withdrawal, cancellation, or transfer, prior to completing the qualification, provided you have paid in full for the tuition related to the Units of Competency to be shown on the Statement of Attainment.

Full details of refund arrangements and conditions are on the Written Agreement that the student and the Institute will sign once an application has been received, accepted by the Institute and an offer made to the student. There is no obligation on the student, or the Institute until the Written Agreement is signed by all parties, funds have been cleared by the Institute bank and an official receipt is issued by the Institute.

The written Agreement and the availability of complaints and appeals processes does not remove the right of the student to act under Australia's consumer protection laws.

Students are strongly advised to contact Swanston Institute with any questions they have about fees and refunds prior to applying. Contact: admissions@swanston.edu.au

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How to make the payment:

Students shall only transfer the funds electronically to the bank account below:

Bank name – Westpac

Account Name – Swanston Institute

BSB - 033 157

ACC – 611 759

OR

Pay the fee by using a debit card/credit card.

Note: Once the students have received their invoice, the student will be required to pay the outstanding amount by the due date.

References:

[Education Services for Overseas Students \(ESOS\) Act \(internationaleducation.gov.au\)](http://internationaleducation.gov.au)

[Education Services for Overseas Students - Reporting Student Defaults and Refunds Factsheet - Department of Education, Australian Government](#)

[Fact Sheet ESOS refund specification 40714 \(2\).pdf \(internationaleducation.gov.au\)](#)

[Education Services for Overseas Students Act 2000 \(legislation.gov.au\)](http://legislation.gov.au)