

1. Purpose

The purpose of this document is to provide guidelines to the Institute's stakeholders to ensure that the Institute is compliant with the fee protection requirements as per the Standards for Registered Training Organisations (RTOs) 2015.

2. Scope

This policy applies to prospective domestic and international students (both onshore and offshore) who have accepted a place at the Institute and students currently enrolled at the Institute.

3. Responsibility

The CEO is 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 the Institute and the student for the start of the course.

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.

Enrolment Fee: A non-refundable fee payable for enrolling into the Institute and is in addition to tuition fees.

ESOS Act: Education Services for Overseas Students Act 2000.

Institute: Refers to Australian Business and Culinary Institute.

Institute Default: Institute default occurs when:

- a. 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
- b. the student has not withdrawn before the default day.
- c. If the course is not provided to the student because a sanction has been imposed on the Institute preventing the provider from providing a course at a location.

International Student: a student studying in Australia on an international student visa.

Late Fee: An additional fee charged to students that fail to meet payment deadline by due dates.

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course starts on the agreed start date, but the student does not attend the classes on that day (and has not previously withdrawn);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 the Institute, directly or indirectly, in order to undertake the course;

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

e. student's misbehaviour.

Term: A study period of 10 weeks excluding holidays.

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

Tuition Protection Service (TPS): 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.

Withdrawal from the Course: A student's deferral, suspension or cancellation of enrolment in courses offered by the Institute.

5. Policy Statement

- a. The Institute will assure tuition fee protection (tuition assurance) to all domestic fee-for-service students through a membership of a Tuition Assurance Scheme approved by ASQA (i.e. ASTAS) to cover prepaid fees in excess of \$1500 paid by students in advance.
- b. The Institute's preferred ASTAS provider is the Australian Council for Private Education and Training (ACPET).
- c. Where the Institute cease to hold active ASTAS, the Institute will not collect any prepaid fees in excess of \$1500 from students, until its membership with an approved Tuition Assurance Scheme has been granted.
- d. The Institute will assure tuition fee protection to all International student via the TPS levy.
- e. The Institute will not request a student to pay more than 50 per cent of the fees in advance.
- f. The Institute will keep initial prepaid fees in a separate account until the student has commenced studies and has been listed as current on both the Student Management Systems and PRISMS (for International students).
- g. The Institute will account for student refunds due to visa refusal as per the '*Fees Payment and Refund Policy (International Students)*', Section 6 Subsection b.
- h. The Institute will follow the payment guidelines as outlined by the requirements of the TPS Levy.
- i. The Institute will contribute to the TPS levy according to the risk presented to students and the sector. The Institute is required to pay a TPS levy each year calculated as per three main components and disclose required information relating to determining the amount of the levy.

6. Procedure to support TPS implementation

6.1 Institute Default

Institute default occurs when:

- a. 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

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completed; and

- b. the student has not withdrawn before the default day.
- c. If the course is not provided to the student because a sanction has been imposed on the Institute preventing the provider from providing a course at a location.

In the event of Institute default:

- Within 3 business days of the default occurring, the Institute will notify in writing the Secretary and the TPS Director (via PRISMS) of the default.

- The Institute will discharge its obligations by providing options to students within 14 days after the default date. These obligations are:
 1. the Institute offers the affected students a place in an alternative course at the Institute's expense and the students accept this offer in writing; and
 2. the Institute provides the students with a refund based on any unspent pre-paid fees received by the Institute.
- Within 7 days of discharging its obligations, the Institute will report the outcome of the default to the Secretary and TPS Director.

6.2 Student Default

Student default occurs when one of the following occurs;

- a. A course starts on the agreed date and at the agreed location, but the student does not commence studies and has not formally withdrawn.
- b. The student withdraws from the course either before or after the course start date.
- c. The Institute refuses to provide the course to the student because of student non-payment of fees, breach of a condition of their student visa or student misbehaviour.

In the event of a student default, the Institute will:

- a. within 5 business days of the student default occurring, notify the Secretary and the TPS Director (via PRISMS) of the student default;
- b. within 28 days, finalise the student default obligations as set out in the written agreement entered into with the student at time of enrolment - these obligations include any refund requirements set out in the written agreement; and
- c. within 7 days of the 28 day provider obligation period ending, report the outcome of the student default to the Secretary and TPS Director (via PRISMS).

6.3 Refunds in Other Cases

Where the Institute has not entered into a written agreement that complies with Section 47B of the ESOS Act, or where a student has been refused a visa, the Institute will pay the student a refund calculated in accordance with '*Fees Payment and Refund Policy (International Students)*' in accordance with subsection 47E of the ESOS Act.

6.4 TPS Student Placement

- a. In the event that the Institute defaults, or has failed to discharge, or is unlikely to discharge, its obligations under Section 46D of the ESOS Act, the TPS will provide the student with one or more options for alternative courses.
- b. The student may accept an offer into an alternative course. The acceptance must be in writing and must be finalised within 30 days of the provider obligation period, unless the TPS determines that extenuating circumstances apply.

6.5 The Institute's Obligations Related to Designated Account

The Institute will maintain a designated account as follows:

- the account will be for initial prepaid tuition fees until a student commences their studies;
- it will be a normal bank account that allows deposits and withdrawals (not necessarily

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- a trust account);
- an Australian ADI (Authorised Deposit-taking Institute);
 - will be a separate account from the day-to-day business operating account;
 - fees collected before a course has commenced must be paid into the designated pre-paid fee account within 5 business days of the Institute receiving the fees;
 - ensure at all times that there is a sufficient amount in the account to repay all tuition fees of non-commenced students; and

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- will not use this money for the payment of other debts.

6.6 Written Agreement with Students

The Institute will have written agreements with students that include:

- an agreed start date;
- default day (5 business days after agreed start date);
- prepaid fee information (as above);
- length of study period;
- tuition fees for each study period;
- approved unit of study; and
- refund requirements in case of a student default, that is, a requirement to refund a student, in accordance with the written agreement, within the set period after receiving the written claim, except in the case of visa refusal.

7. Revision History

Revision	Date	Description of modifications
1.0	Oct 2018	Original