

# ABCI Fee payment and refund policy

## Policy

This policy applies to all students studying at ABCI.

## Definitions

**Course fees:** Fees paid by the student to ABCI for training and assessment services. Course fees do not include any other fees e.g. materials fees, OSHC, enrolment fee, airport pick up fee etc.

**Materials fees:** Fees paid by the student to ABCI for course related materials e.g. text books or IT resources.

**Application:** Fee paid by the student to ABCI for the costs of processing a student enrolment application.

**Application refund fee:** Fee paid by the student to ABCI for the costs of processing a student refund application.

## References

This policy supports the ESOS National Code 2007 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, 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."

## Written agreements

Written agreements between ABCI and students set out the services to be provided, fees payable and information in relation to refunds of tuition fees. ABCI 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 Written Agreement – International Student.

ABCI includes in the written agreement the following information in relation to refunds of tuition fees in the case of student and provider default:

- 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)
- processes for claiming a refund
- a plain English explanation of what happens in the event of a course not being delivered; and

- 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”.

ABCI guarantees to complete the training and/or assessment once the student has commenced study in their chosen qualification or course. Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS requirements and the Tuition Protection Service Framework.

## Fees

1. Fees may include tuition fee, non-refundable enrolment fee, material fee, books/materials, Health Cover (for international students), and any other charges such as re-issuance of qualification certificates / statements of attainment.
2. Tuition fees are fees directly related to provision of a course.
3. Tuition fees do not include the Overseas Student Health Cover (OSHC), enrolment fee, books and/or other materials required to undertake the program or compulsory activities where relevant (such as fieldwork or excursions).
4. All relevant fees are clearly mentioned in the Application Form – International Student and Letter of Offer and written Agreement – International Student.
5. 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 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.
6. 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 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.

## Fee payment

Before getting their Confirmation of Enrolment, all international students must pay relevant fees stated in their Letter of Offer and Acceptance Agreement to the Institute that will be put in the designated pre-paid fees account.

Fees are invoiced in advance for each study period or if applicable, as per a payment plan and receipts provided to students on payment.

Fees paid and refunds given in are recorded in the accounting system so that each student or client’s financial status is known.

Details of student accounts are maintained in each student’s electronic file.

Overseas student visa holder fees are protected by the Tuition Protection Service.

Students need to pay for other fees and charges for Airport Pick-up, Repeat Unit Fee, Re-assessment Fee, Charge for Lost ID Card, and Charge for Lost Certificate (Qualification Certificate and Record of Results / Statement of Attainment).

Student must pay the outstanding late payment fees for their tuition fees.

### Fee schedule

Course fee	Refer to campus for details
Application fee	\$250 (for changes to enrolment)
Materials fee	Refer to campus for details
Recognition of Prior Learning fee	\$600 per unit
Credit transfer fee	No charge
Assessment resit fee (after 2 attempts)	No charge
Re-assessment fee (after 3 attempts)	\$600 per unit
Reissuing of certificate or SOA	\$100
Repeat of practical session	\$100
Bank transfer fee	Depends on merchant
Late payment fee	\$75 per late payment (billed every 30 days)
Accommodation services	Outsourced – contact campus for details
Airport pickup	Outsourced – contact campus for details

### Refunds

All refund requests for visa refusal must be made in writing by emailing a completed ABCI Refund Application Form to [apply@abcinstitute.edu.au](mailto:apply@abcinstitute.edu.au). The Refund Application Form is available at <https://www.abcinstitute.edu.au/> or from student services at reception. The student must attach any evidence or documentation relevant to the refund application. All approved claims for refund are paid within 4 weeks of receiving the written claim to the student or a person authorised by the student.

For ABCI defaults on the agreement, refunds will be made within 14 days of the default date.

For student defaults on the agreement or withdrawal from the course, refunds will be made within 4 weeks of written notification being received by the Institute.

It is the students' responsibility to apply for a refund if applicable.

The student admin officer processes refunds and the CEO must approve student refunds.

If a student is dissatisfied with ABCI's decision in relation to their refund request the student may lodge an appeal under the Complaints and Appeals Policy and Procedure.

Details of refunds provided are maintained in electronic individual student folders and refund register.

Fees not listed in the refund breakdown are not refundable.

Students are strongly advised to contact ABCI with any questions they have about fees and refunds prior to applying.

## Refund arrangements

If a prospective student is refused an initial student visa by the Australian Government a full refund of course fees plus any materials fees paid will be made. To receive the refund students must provide authenticated evidence of the student visa refusal to ABCI and attach this evidence to a completed refund application form.

### *ABCI fault to deliver a course*

In the unlikely event that the Institute is unable to deliver a course in full, students will be offered a refund of all the course fees and materials fees paid.

The refund will be paid within 14 business days from which the course ceased being provided. Alternatively, a student may be offered enrolment in an alternative course by ABCI at no extra cost.

Students have the right to choose whether they would prefer a full refund of course fees, or to accept a place in another course. If a student chooses placement in another course, ABCI will ask the student to sign a document to indicate that they accept the placement.

If ABCI is unable to provide a refund or place a student in an alternative course, our Tuition Protection Service (TPS) will be provided. In the case of provider default there is no requirement for a student to lodge a refund application form as ABCI will initiate payment of the refund.

### *Student default on a written agreement*

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

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 ABCI.

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

## Cooling off period

ABCI provides applicants a 7-day cooling off period. This means that if a student accepts an offer of a place and pays ABCI 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 application fee) will be provided. Students must notify ABCI in writing within 7 days of paying ABCI any fees.

## Refund conditions

Refund applications must be made in writing to the ABCI. ABCI will accept requests by phone, mail or email to have the student refund application form sent to them. Refunds will be made within 28 days of receipt of a written application and will include a statement explaining how the refund was calculated.

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.

Refund breakdown	
Visa refused (international students)	100% refund of course fees
Student withdrawn after fees have been paid within cooling off period	Refund of course fees less the application fee of \$250
Withdrawals notified in writing on or after commencement date	Refund of remaining course fees* less the application fee of \$250
Student breach of visa conditions	No refund of current study period course fees
Suspension or cancellation of enrolment by ABCI	No refund of current study period course fees

### Calculation of remaining course fees

The number of weeks of course that have been paid for but remain unused will be calculated as follows:

1. The number of weeks' course paid for minus the number of weeks of course completed at point of withdrawal from the course e.g. 10 weeks' course paid minus 6 weeks' course completed = 4 weeks unused course
2. The amount refunded will be the course fee per week x the number of weeks unused course at point of withdrawal
3. The amount refunded will be the course fees that remain unused on weekly pro-rata rate. For example, consider the pro-rata course fee of \$154.16 per week. If the student has pre-paid fees for 4 weeks, the amount that will be refunded is \$616.64.
4. Any refunded amount will have bank charges and currency exchange fees deducted, if they have been incurred before the day of default. Transaction fees, bank charges and currency exchange rates will be applied at the rate charged to the Institute.
5. Any refunded amount will have a refund application charge of \$250 deducted and any applicable transaction fees, bank charges and currency exchange fees, if they have been incurred before the day of default. Transaction fees, bank charges and currency exchange rates will be applied at the rate charged to the Institute.

## Tuition Protection Service

ABCI is a member of the Tuition Protection Service (TPS). This means that the fees paid to ABCI are safeguarded if ABCI defaults on delivering the courses a student is enrolled in.

In the unlikely event that ABCI is unable to deliver a course and does not meet our obligations to either offer an alternative course or pay a refund of unspent prepaid course fees, the TPS will assist the student 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 providers are unable to fully deliver their course of study. The TPS ensures that international students can either:

- complete their studies in another course or with another education provider, or
- receive a refund of their unspent course fees.

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

<https://tps.gov.au/StaticContent/Get/StudentInformation>

### Making payments

Please contact your preferred campus for payment details.

Fees can be paid via:

Electronic funds transfer (bank transfer)

Credit card/debit card over the phone or on campus (charges may apply).

### 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.
4.1	Oct 2023	Overall review, minor changes to content to reflect current operations. Formatting change.