

<b>Name of the Policy:</b>	<b>PPI02 International Fees Refunds Policy and Procedure</b>
Distribution:	All Staff and International Students
Entity relating to	<p>Stirling Institute of Australia Pty Ltd trading as</p> <ul style="list-style-type: none"> <li>• Academy of Hypnotic Science</li> <li>• Stirling Institute of Counselling</li> <li>• Stirling Institute</li> <li>• Stirling Institute of Hypnotherapy</li> <li>• Stirling Institute of Business</li> <li>• Stirling Institute of Children's Services</li> </ul>
Related Documents:	<ul style="list-style-type: none"> <li>• Form 01 International Student Application Form</li> <li>• Statement of Fees</li> <li>• International Written Agreement</li> <li>• PP07 International Students Complaints, Grievance and Appeals Policy and Procedure</li> <li>• Form 43 Refund Application form</li> <li>• Student Handbook</li> <li>• Course Outline</li> </ul>
Statutory References	<p>National Vocational Education and Training Regulator Act 2011</p> <p>Standards for RTO's 2015</p> <p>National Code of Practice 2018 Standard 6</p> <p>ESOS Act 2000</p>
Legislative Context	<p>Privacy Act 1988</p> <p>Australian Privacy Principles</p> <p>Anti-Discrimination Act 1991</p> <p>Child Protection Act 1999</p> <p>Vocational Education, Training and Employment Act 2000, Chapter 4: Vocational placement</p> <p>Work Health and Safety Act 2011</p>

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## 1. Policy

Stirling Institute of Australia (TOID: 21132 CRICOS: 03797M) (Stirling Institute) ensures it applies fees and charges to students fairly. This Policy and Procedure describes the process Stirling Institute follows to identify and manage fees paid by international students.

The policy also ensures that Stirling Institute adopts a refund policy that is fair to students who have valid reasons for requesting refunds and who give Stirling Institute sufficient notice, while at the same time protecting Stirling Institute from suffering economic loss that may be caused by refund requests that are not submitted within the required timeframe.

## 2. Purpose

This policy applies to all International students enrolled in a course at Stirling Institute and provides a broad framework and set of principles regarding the payment of fees and any circumstances relating to this.

Fees and charges are calculated and levied to students as outlined in this policy and in the Written Agreement issued to students with their letter of offer.

Stirling Institute will report, in full, the actual Tuition Fee charged to each individual.

Students are required to pay their fees in line with the written agreement (schedule of fees). Stirling Institute will maintain records of all student tuition fees via Xero.

## 3. Scope

This policy document applies to all international student fees and charges related to training delivered by Stirling Institute, and includes fees and charges for the following:

- Tuition Fees
- Non-Tuition Fees
- Recognition of Prior Learning (RPL)
- Credit Transfer

It is also applicable to the Accounts Department staff who are required to record and issue financial statements to relevant parties.

## 4. Definitions

**DHA** is the Department of Home Affairs.

**Equipment and resources fee** refers to items such as uniform for practical placement, materials used in simulation labs, practical experience placement book and other learning materials given out in class.

**Enrolment fee** is the fee payable when an application is made to Stirling Institute for an enrolment to a course or qualification. This fee is normally non-refundable.

**Goods and services tax (GST)** is a broad-based tax of 10% on most goods, services and other items sold or consumed in Australia.

**Non-Tuition fee** is the cost of all fees not directly related to tuition fees, such as, material fees, administration fees

**Prepaid fee** is the fee collected in advance before the relevant services have been provided.

**Provider default** as described under section 46A of the ESOS Act a registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- 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.

**Student** is an active, on-campus student with a current course enrolment with Stirling Institute and includes a person (whether within or outside Australia) who holds a student visa as defined by the ESOS Act.

**Student default** is when an overseas student or intending overseas student defaults, in relation to a course at a location, if:

- a. the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- b. the student withdraws from the course at the location (either before or after the agreed starting day); or
- c. the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
  - i. the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;
  - ii. the student breached a condition of his or her student visa;
  - iii. misbehaviour by the student.

**Tuition fee** is the fee payable for instruction in the course.

**Unused tuition fee** is the amount of fees paid for the study period that a student withdraws from before that study period commences.

## 5. Policy:

### 5.1 General Guidelines

- 5.1.1 All fees and charges are subject to change.
- 5.1.2 All fees and charges are displayed on the website and in any course information sent to prospective applicants.
- 5.1.3 Current and prospective students must check our website for current fees and charges.
- 5.1.4 Stirling Institute reserves the right to amend the fees and charges at any time to ensure compliance with applicable State and Federal laws.
- 5.1.5 Existing students will be notified in writing of any fee changes within 10 business days and all relevant documents will be updated accordingly.
- 5.1.6 All fees due must be paid in accordance with the agreed terms and conditions. If a student fails to pay the fees within the stipulated time and Stirling Institute has made considerable efforts in reminding the students to pay the fees, Stirling Institute will cancel the enrolment and not issue a Statement of Attainment (SOA) until all fees are paid.

### 5.2 Refunds for Students Who Obtain Permanent Resident Visa Status

- 5.2.1 Permanent resident status is recognised from the date that the permanent resident visa is formally notified to the student and not the date on which the application for the permanent visa was made.
- 5.2.2 If a student obtains Australian permanent resident status before his or her enrolment in a course but after the date of the Letter of Offer for the course, the fee-paying overseas place will be withdrawn. If the student wishes to continue study at the Institute, he or she must apply for a local student place and will be subject to the same selection criteria applicable to these applicants and will be liable to pay the Tuition and Non-Tuition Fees for that course. If the student has already paid the tuition fees applying to international students for future semesters, a total refund of these fees is payable to the student.
- 5.2.3 If a student obtains a permanent resident status after enrolling in a course, the student will be liable to pay the tuition fees applying to international students for that semester in which the permanent resident status was granted.

### 5.3 Collection and Management of Fees and Charges

- Additional fees may also be charged for transport to excursions
- If a student declares and can satisfactorily demonstrate before the commencement of an enrolled unit, that they have had relevant formal and informal training, work experience and life experience, RPL may be appropriately applied. RPL fee is charged at 50% of the standard tuition fee rate for fee for service students. If a student applies for RPL and the application is unsuccessful, there will be no refund.

#### **Miscellaneous fees and charges Students may also be required to pay the following:**

- As outlined on the Written Agreement

### **Re-issuance of Certificates or Statements of Attainment**

- A fee is charged to students who apply for a Certificate or Statement of Attainment to be reissued
- Replacement Certificates or Statement of Attainments - \$40 (excluding postage and handling costs).

### **Transferring between courses**

- Students who wish to transfer between course will be required to pay the difference between the courses. Students will not be eligible for a refund for tuition fees already paid
- Eligibility criteria must be met, and a new Course Declaration completed
- A new written agreement and Course outline will be provided by Student Services for the new course outlining the tuition fee payable, the duration of the course and any approved Credit Transfers (CT).

5.3.1 Stirling Institute will not release the Certificates / Transcripts / Statement of Attainment until all fees are paid in full.

## **5.4 Tuition Fees**

5.4.1 Stirling Institute has set fees and charges in place. Please see the SIA website [www.sia.edu.au](http://www.sia.edu.au) for all fee details.

5.4.2 The following fee information is provided to each client through the enrolment process:

- The total amount of all fees, including tuition fees, enrolment fees, materials fees and any other applicable charges. Refer to Course Outline and Written Agreement
- Payment terms, including the timing and amount of fees to be paid, and any non-refundable fees
- Stirling Institute will only accept tuition fees in advance up to the maximum amount approved by Stirling Institute tuition assurance provider
- The cooling off period is 7 days from the date the student signs the Written Agreement. To exercise this right, students must notify the office in writing that they wish to cancel within 7 days of signing the Agreement. This can be by email to [info@sia.edu.au](mailto:info@sia.edu.au) or by post to Head Office 99 Queens Bridge Street, Southbank, VIC 3006
- Adjustment to tuition fees where a Credit Transfer (CT) or Recognition to Prior Learning (RPL) application is approved.

5.4.3 Students have a variety of options for payment of their fees including; credit card or direct debit.

5.4.4 A payment schedule will clearly outline enrolment deposit (enrolment fee and material fee), due date, subsequent payments frequency and amount.

5.4.5 Student enrolment is not valid until all of these fees have been paid.

## 5.5 Recognition of Prior Learning (RPL) Fees

Recognition of Prior Learning (RPL) is defined in the Australian Qualification Framework as follows:

*“Recognition of prior learning is an assessment process that involves assessment of an individual’s relevant prior learning (including formal, informal and non-formal learning) to determine the credit outcomes of an individual application for credit.”*

- 5.5.1 If a student declares and can satisfactorily demonstrate before the commencement of an enrolled course, that they have had relevant formal and informal training, work experience and life experience, RPL may be appropriately applied.
- 5.5.2 RPL is a process that involves an assessment of an applicant’s prior learning that can be credited towards your qualification. A completed RPL kit and application will need to be submitted before considering any recognition of prior learning.
- 5.5.3 RPL fee is set at 50% of the standard Unit of Competency fee.

## 5.6 Credit Transfer (CT)

Credit transfer is defined in the Australian Qualification Framework as follows:

*“Credit transfer is a process that provides students with agreed and consistent credit outcomes for components of a qualification based on identified equivalence in content and learning outcomes between matched qualifications.”*

- 5.6.1 If a student declares and can satisfactorily demonstrate before the commencement of an enrolled course, that they have had relevant formal training then credit transfer (CT) can be applied to their current course. The student will be eligible for zero tuition fees for the units deemed as CT.
- 5.6.2 Certified copies of academic transcripts and Statement of Attainments will need to be submitted for review as part of this process before judgement being made by Stirling Institute. A completed CT Matrix and application will also need to be submitted before considering any credit transfer.
- 5.6.3 There is no charge for Units of Competency that are granted Credit Transfer.

## 5.7 Fee Protection Scheme

- 5.7.1 Stirling Institute participates in the Tuition Protection Scheme (TPS) to protect the interest of both Stirling Institute and its students. 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 are able to either:
  - Complete their studies in another course or with another provider, or
  - Receive a refund of their unspent tuition fees.
- 5.7.2 In the unlikely event Stirling Institute of Australia is unable to deliver a course that the student has paid for and does not meet their obligations to either offer an alternative course that the student accepts or pays the student a refund of the unspent prepaid tuition fees (this is called a provider’s ‘default obligations’), the TPS will assist the student in finding an alternative course or to get a refund if a suitable alternative is not found.
- 5.7.3 The Tuition Protection Service (TPS) aims to protect the considerable investment international students make in Australian education, and to protect and enhance Australia’s global reputation.

## 5.8 Accounts and records

- 5.8.1 All accounts and records are maintained and managed by the Stirling Institute accounts team in conjunction with the Stirling Institute Finance Department and as per relevant regulatory requirements.
- 5.8.2 All records in relation to international student fees, tuition and non-tuition, and refunds are maintained in separate records for easy identification.

## 5.9 Refunds

- 5.9.1 The Refund policy for Stirling Institute will be fair and reasonable to all students and will comply with relevant legislation provisions.
- 5.9.2 Stirling Institute will not provide a refund if misleading or fraudulent information or documentation is provided by the student.
- 5.9.3 Stirling Institute reserves the right to amend refund terms and conditions at any time to ensure compliance with applicable State and Federal legislation.
- 5.9.4 Students need to submit a completed Refund Application form to the Student Support Officer, Stirling Institute of Australia will provide the outcome of the refund assessment in writing to the student's registered address, outlining the decision and reasons for the decision along with any applicable refund or adjustment notice within 21 business days.
- 5.9.5 All refund information is made available to students through the enrolment process and is included on the student's written agreement, which the student acknowledges and agrees by signing and returning to Stirling Institute prior to the finalisation of the students enrolment.
- 5.9.6 Refunds will be paid to the same person or body from whom the payment was received from on behalf of the student, unless the student / payee provides written directions to pay another party.
- 5.9.7 The fees paid to Stirling Institute by credit cards must be cleared at the time of the application for refund by the student.
- 5.9.8 Refunds will be made to students after deducting any fee owing to Stirling Institute. The refunds will be made in Australian Dollars (AUD) and Stirling Institute of Australia will not take into account fluctuations in exchange rates when calculating refunds.
- 5.9.9 Students will be advised that they may appeal the refund assessment following Stirling Institute of Australia's Complaints and Appeals Policy and Procedure.



## 5.10 Refund conditions

Situation		Eligible Refund
1	Enrolment Fee	Non-refundable (\$250)
2	Student Visa refused prior to course commencement	<p>Full refund of tuition fee not including enrolment fee.</p> <p>The amount of unspent pre-paid fees that the provider must refund the student for the purpose of subsection 47E(2) of the Act is the total amount of the pre-paid fees the provider received for the course in respect of the student less the following amount:</p> <p>the lesser of:</p> <p>(a) 5% of the total amount of pre-paid fees that the provider received in respect of the student for the course before the default day; or</p> <p>(b) the sum of \$500.</p>
3	Written notice of cancellation received by Stirling <b>28 days or more</b> before the course commencement or new term, if on term payment plan	Paid tuition fees are refunded, less \$250 enrolment fee and \$100 material fee.
4	Written notice of cancellation received by Stirling <b>less than 28 days</b> before course commencement or new term	Pre-paid unused fees are refunded, less \$250 enrolment fee, \$100 material fee, and \$1000 late cancellation charge. Unpaid cancellation forfeits right to documentation
5	Student cancels from course less than 4 weeks prior to agreed start date (student default)	50% refund (tuition + material fee) not including enrolment fee
6	Replacement of polo shirt	\$25
7	Student Visa cancelled due to actions of the student	No refund of tuition or enrolment fee
8	Student leaves the course without notice	No refund and the balance of outstanding fee for current Term/ Semester to be invoiced to the student
9	Course cancellation by Stirling Institute (Before the agreed start date)	Full refund including enrolment and material fee

<b>10</b>	Stirling Institute is unable to provide the course after course start date (for which the original offer was made)	Return of unused tuition fees. Pre-paid fees may be transferred to an alternative enrolment where the student agrees
<b>11</b>	The course is not provided fully to the student because Stirling Institute has a sanction imposed by the government regulator	Return of unused tuition fees
<b>12</b>	Recognition of Prior Learning (RPL) fees	No refund if Statement of Attainment provided
<b>13</b>	Student Visa extension is refused by DHA	Return of unused tuition fees
<b>14</b>	Compulsory Health Insurance (Student Visa holders only)	Refer to Overseas Student Health Cover provider
<b>15</b>	Transfer to another provider	Return of unused tuition fees
<b>16</b>	CoE re-issuance due to a student changing their chosen course or duration	Students are permitted to make two (2) changes without incurring a CoE re-issuance fee. Any subsequent changes will incur a \$50 re-issuance fee per CoE. This fee will apply to any and all subsequent re-issued CoEs.
<b>17</b>	Replacement of Student ID Card	\$10
<b>18</b>	Unit repeat	A per hour amount will be calculated dependent on the length of time required to repeat the unit.
<b>19</b>	Student absent from scheduled vocational placement visit (without notification given to Stirling)	\$50 fee will apply for a revisit
<b>20</b>	Supplementary assessment	First (1st) resit = no charge Second (2nd) resit = \$50 Practical unit fee is subject to the individual assessment requirements and consumables
<b>21</b>	Student does not return to their course after an approved leave of absence, suspension, or term break and subsequently provides notice of withdrawal from the course	No refund of the \$ enrolment fee and current or pending term fee.
<b>22</b>	Late payment of tuition fee	\$100 fee will be applied

## 6. Procedures

### 6.1.1 Refunds

- In the unlikely event of Provider Default:
  - students will be eligible for a refund of any 'unspent pre-paid tuition fees'
  - refunds under Provider Default will be paid in full within four (4) weeks
  - Stirling Institute may arrange for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding course money. Where the student agrees to this arrangement, Stirling Institute will not be liable to refund the money owed for the original enrolment. If the student chooses to be placed in another course, the student will be required to sign a document to indicate that the student accepts the course place.
- An international student who withdraws from a course for any reason, excluding visa rejection, up to and including ten weeks before course commencement will receive as per the refund condition table
- In the case where an international student's visa is rejected due to providing misleading or fraudulent information to DHA, Stirling Institute will not provide any refund to the student
- In all the other cases than above where an international student's visa application is rejected due to some other reasons, the tuition fees will be refunded. The Application for Refund form must be completed and accompanied by a certified copy of the visa rejection letter from DHA
- In the case where an international students visa extension application is rejected by DHA or DHA cancels the students existing visa:
  - If this occurs prior to course commencement a full refund of fees will be paid
  - If this occurs after course commencement, there will be no refund of fees for the current study period. Where tuition fees have been paid for future study periods, a full refund will apply.
- Student fills in Refund request form within 10 business days of their decision to discontinue their course
- Student emails / posts / hands in the form along with required documents
- Data and Finance Manager receives the form, checks all the relevant systems for any payment due and completes the Refund form and approves refund
- Data and Finance Manager communicates the decision in writing within 21 business days to the applicant
- The requested amount after deducting any amount owing to Stirling Institute will be credited to the applicant. The refunds will be made in Australian Dollars (AUD) and Stirling Institute of Australia will not take into account fluctuations in exchange rates when calculating refunds
- Data and Finance Manager files the application form in the relevant file.

## 7. Appeal

A student may appeal against a decision made with respect to fees, including refunds, and the appeal must be lodged in writing according to the processes for appeals as detailed in the International Complaints and Appeals Policy and Procedure. This policy does not remove a student's right to take action under Australia's consumer protection laws.

## 8. Responsibility

The Quality and Compliance Manager is to ensure all requirements of this Policy and Procedure are met.

The Data and Finance Manager is responsible for determining the fee structure in consultation with the CEO.

All staff and clients adhere to Stirling Institute's Policies and Procedures. The Quality and Compliance Manager, with direct access to the CEO, has the responsibility to ensure that Stirling Institute complies with all of the statements and processes included in this document. They must also maintain these standards across all of the areas of operation of Stirling Institute.

Any complaints or breaches in relation to this policy should be reported to the CEO in person or by email to: [info@sia.edu.au](mailto:info@sia.edu.au)

## 9. Review Date

12 months from the date of this version, or as required.

## 10. Major Version History

Version Number	Date	Reason for Change	Prepared by	Approved By
	December 2018	Initial Version	Quality and Compliance Manager	Director (DY)
V1.0	April 2019	Minor updates	Alison Marriage	Director (DY)
2020_V1.1	January 2020	Reorganised definitions in alphabetical order. Added refunds in AUD and not considering fluctuation of exchange rates when refunding students. Fixed typos and punctuation.	Quality and Compliance Manager (GDS)	Director (DY)