



International student fees & refund policy & procedure

1. Policy

- 1.1 This policy and procedure applies to international students applying to and/ or studying at Australian Design College Pty Ltd. ADC employs effective Student information policy and procedure to ensure that all international students are informed of all study related fees and refunds terms, conditions and processes prior to enrolment.
- 1.2 The CEO is responsible for the implementation of this policy and procedure.
- 1.3 ADC has a fair and reasonable course refund policy and provides this information to all international students' pre enrolment.
- 1.4 ADC will notify the regulator of any significant changes to fee payment arrangements and tuition protection arrangements.
- 1.5 ADC takes all reasonable steps to ensure we provide a course to International students once it has been confirmed.
- 1.6 In the unlikely event of ADC being unable to fulfill its commitment to provide a course at the agreed date it will offer the International student a full refund of fees paid to date or re-schedule the course.
- 1.7 ADC is a member of the Tuition Protection Service.
- 1.8 This policy and procedure applies to all international students enrolled in courses at ADC.
- 1.9 This policy and procedure is implemented in compliance with the requirements of the Standards for Registered Training Organisations (RTOs) 2015 Standard 7 and Financial Viability Risk Requirements 2011 and the National code of practice 2018 Part B standards 1, 2 and 3.

Procedure

2. Fees

- 2.1 Fees are collected in advance of course commencement and at the identified points during each course.
- 2.2 The total course fee for each course are outlined below:

BSB30120 Certificate III in Business	\$10,500
BSB40120 Certificate IV in Business	\$10,500
BSB50120 Diploma of Business	\$10,500
BSB60120 Advanced diploma of Business	\$10,500
BSB50420 Diploma of Leadership and Management	\$10,500
BSB60420 Advanced Diploma of Leadership and Management	\$18,500
BSB80120 Graduate Diploma of Management (Learning)	\$24,500

Other fees are charges that will apply if services are accessed by the student:

RPL Assessment per unit	\$500/ unit
Enrolment fee	Refer to Letter of offer
Certificates on Completion	No Charge
Credit Transfer	No Charge
Issuance of first certificate/ statement of Attainment	No Charge
Re-submission of Assessment (after the permitted 3 attempts)	\$250
Late Submission of Assessment Fee	\$250
Issuance of replacement certificate or Statement of attainment	\$50



Relearning of a unit fee	\$500
Replacement Student ID Card	\$30
Change of course fee	\$350
Course variation fee	\$350

- 2.3 On enrolment a deposit fee of one term's tuition fee is payable, including an enrolment fee. Initial fee deposits must be paid after course acceptance and prior to ADC issuing a Confirmation of Enrolment (CoE).
- 2.4 The balance of tuition fees are due in equal instalments over the duration of the course. Tuition fee payments are due two weeks prior to the commencement of each term.
- 2.5 ADC does not request more than one term's tuition fees in advance. However, if a student wishes to pay more than one term's tuition fees in advance then ADC will accept this payment amount.
- 2.6 Fee information is provided to International students' pre enrolment in the International student handbook, Written agreement and Letter of offer.
- 2.7 Fees collected and placed in the organisation's bank account within 5 working days of collection.
- 2.8 All international students are provided with a receipt for fees paid.
- 2.9 All fee information is recorded against each International student. Fee information recorded:
- Amount due for course
 - Amount paid to date for course
 - Balance due for course
 - Course cancellation/ refund information (where appropriate)
- 2.10 Fees paid in advance are placed in a bank account at an authorised deposit-taking institution or a State bank for the specific purpose of holding fees paid in advance of course commencement by a student (e.g. trust account).
- 2.11 Course fees collected in advance are not accessed until the international student commences their course. This account is separate from the operating account.
- 2.12 Once the student has commenced their course, the amount of fees paid in advance of course commencement is transferred to the institute's operating account.
- 2.13 Fees collected in advance are only withdrawn from the trust account in certain situations. These are to:
- refund a relevant student if the institute defaults.
 - refund a relevant student when that relevant student defaults, as per a written agreement.
 - refund a relevant student, as per a written agreement, but where the agreement was not signed.
 - refund a relevant student who has had their visa refused.
 - pay for an alternative course if the institute defaults and they have made arrangements for a relevant student to study at a different institution.
 - to pay a Tuition Protection Scheme (TPS) Director where that Director has refunded a relevant student.

At no other time will the institute withdraw money paid in advance of course commencement by a student from the trust account.

- 2.14 Fees for additional services accessed e.g. replacement certificates are due at the time of the request for service.

3. Refunds

- 3.1 ADC has a fair and equitable refund policy.
- 3.2 The refund policy is made available to all international students' pre enrolment via the International student handbook and Written agreement. This policy is also available on the College website.



- 3.3 The enrolment fee is non-refundable in all circumstances (except student withdrawal on or before the course commencement date due to visa refusal).
- 3.4 ADC provides applicants a 7 day cooling off period. This means that if a student accepts an offer of a place and pays ADC relevant course fees before the course start date, and then changes their mind (for any reason) before or on the course start date, a full refund of course fees paid to date (minus the enrolment fee) will be provided. Students must notify ADC in writing within 7 days of paying ADC any fees.
- 3.5 All International student refund details are placed in their file.
- 3.6 **Students may nominate a person or organisation to receive receipt of any fee refund paid to the student by ADC.**

4. Fees & refunds definitions

Tuition fees:	Fees paid by the student (or third party) to ADC for training and assessment services provided by ADC. Tuition fees do not include any other fees e.g. OSHC, enrolment fee etc.
Enrolment fee:	Fee paid by the student (or third party) to ADC for the costs of processing a student enrolment application.
Course fee:	Course fee is the tuition fee paid plus the enrolment fee paid.
Reassessment fee	Students are permitted three attempts for each assessment task. The re-assessment fee is applied after the student has failed to demonstrate competence in an assessment task after three attempts.
Re learning unit fee	Students who are judged Not Yet Competent in a unit may have to undertake all training and assessment activities again. This re- attempt unit fee will be applied in this situation.
Change of course fee:	This fee is applied if the student wishes to change their course after the issuance of a Confirmation of Enrolment.
Course variation fee:	This fee is applied if a student wishes to change the start date after issuance of the Confirmation of Enrolment or if the student wishes to suspend their studies for a period of time.
Provider default	<p>In the unlikely event that ADC is unable to deliver your course in full, you will be offered a refund of all the unused tuition fees paid to date. The refund will be paid within 2 weeks of the day on which the course ceased being provided.</p> <p>Alternatively, you may be offered enrolment in a suitable alternative course by ADC at no extra cost to you. Students have the right to choose whether they prefer a full refund of course fees, or to accept a place in another course.</p> <p>If you choose placement in another suitable course, we will ask you to sign a document to indicate that you accept the placement. If ADC is unable to provide a refund or place you in an alternative course our Tuition Protection Service (TPS) is provided.</p>
Student default	If a student withdraws from a course or has their enrolment cancelled by ADC (e.g. for not maintaining satisfactory course progress, breaching the College Code of conduct, not paying fees).



5. Calculating tuition fee refunds

Refunds will be calculated as follows:

Tuition fee per week x number of weeks unused course fees the student has paid for at point of withdrawal

The weekly tuition fee for the course will be identified by calculating:

Total course fee divided by number of weeks in the course. e.g. Total tuition fee \$1,250/ 10 weeks' duration = \$125 per week.

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

The amount refunded will be the course fee per week x the number of weeks' unused course at point of withdrawal e.g. Tuition fee of \$125 per week x 4 weeks unused course = \$500 refund paid to the student.

Students are permitted to amend the stated payment schedule on agreement with the College.

Refund terms and conditions

Student withdraws from the course after fees have been paid but on or before the course commencement due to visa refusal	95% refund of course fees paid
Student withdraws after course commencement due to visa	Refund unused tuition fees
Student withdraws from the course more than 10 weeks before course commencement (non-visa refusal)	90% of tuition fees paid refunded
Student withdraws from the course less than 10 weeks, but 4 weeks before course commencement (non-visa refusal)	60% of the tuition fees paid refunded
Student withdraws from the course less than 4 weeks, but 2 weeks or more before course commencement (non-visa refusal)	35% of the tuition fees paid refunded
Student withdraws from the course less than 2 weeks before course commencement. (non-visa refusal)	No refund of tuition fees paid
Student withdraws from the course after the course commencement date.	No refund of tuition fees paid
Student in breach of visa conditions, and suspension or cancellation of enrolment by the College	No refund of current term tuition fees paid.
Provider default - the provider is unable to offer the course in full	% of unused tuition fees paid refunded or enrolment in another suitable course at ADC or Tuition Protection Service (TPS)
Student notifies ADC in writing that they wish to cancel their enrolment within 7 days of accepting an offer and paying course fees. Only applicable pre enrolment. (Cooling off period).	Full refund of course fees paid minus enrolment fee



Any refunded amount will have an amount deducted for any applicable transaction fees, bank charges and currency exchange fees. Transaction fees, bank charges and currency exchange rates will be applied at the rate charged to ADC.

The refund terms and conditions identified above apply regardless of whether the student has paid any monies directly to the college or via a college approved Education agent who has collected the money on behalf of the college.

6. Tuition protection Service

- 6.1 ADC is a member of the Tuition Protection Service (TPS). This means that the fees paid to ADC are safeguarded if ADC defaults on delivering the courses students are enrolled in.
- 6.2 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 are able to either:
 - complete their studies in another course or with another education provider or
 - receive a refund of their unspent course fees
- 6.3 In the unlikely event that ADC 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.
- 6.4 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.
- 6.5 There is no obligation on the student or ADC until the Written Agreement is signed by all parties, funds have been cleared by ADC bank and an official receipt is issued by ADC.

7. Applying, processing and payment of refund applications

- 7.1 Refund applications must be made in writing to ADC. Verbal requests are not accepted. The Student refund application form is available from ADC reception or by email to info@adcpl.edu.au. Student refund application form must be used as the written application.
- 7.2 Students must contact ADC and request a copy of the Student refund application form. This will be sent to the students e-mail address or given to them personally.
- 7.3 The Student refund application refund form must be submitted to ADC along with supporting documentation by email to info@adcpl.edu.au.
- 7.4 International students requiring assistance with completing the form may contact info@adcpl.edu.au for assistance.
- 7.5 Refunds will be processed within 14 days of receipt of a written application and will include a statement explaining how the refund was calculated.
- 7.6 Refunds are made in the same manner fees were paid. e.g. If a Student paid fees through credit card, the refund amount will be credited to the credit card; and the same for other methods of payments.
- 7.7 Students may nominate a person or organisation who can receive receipt of any fee refund paid to the student by Australian Design College Pty Ltd trading as Liberty Design College.
- 7.8 All international students will be notified in writing of the College outcome of their application along with reasons why it was declined (if appropriate).



- 7.9 International students have the right to access the College Complaints and appeals policy and procedure if they wish to appeal the decision. Complaints and appeals must be lodged within 20 working days of receiving notification of the decision.
- 7.10 The Written agreement and the availability of the Complaints and appeals policy and procedure, does not remove the right of the students to take action under Australia's Consumer Protection Law.

8. Provider default

- 8.1 The following circumstances may be the cause of ADC not providing the course in full:
- If the offered course does not start on the scheduled starting date or an alternative agreed starting date
 - If the course ceases to be provided after the course starts but before the course is completed
 - If a course is not provided fully to the International student because ADC has a sanction imposed by the National VET Regulator.
 - If ADC ceases trading

9. General

- 9.1 While ADC emphasises the value of pastoral care and seeks to make appropriate and useful services available to international students, whether an International student avails himself/ herself of these services is a matter of individual choice.
- 9.2 International students who breach the College Code of Conduct or terms and conditions of the Written agreement may be excluded from their course. ADC will review each case on its individual merits when deciding whether to pay a refund in such circumstances.
- 9.3 International students who are withdrawn from their course and have their enrolment cancelled due to cheating or plagiarism are not entitled to refunds of unused fees paid to date.

Documents to be employed in conjunction with this policy and procedure

- International student handbook
- Written agreement
- Letter of offer
- Enrolment form
- CoE
- Student files
- Refund application form

Revision history

Creation/ Revision Date	Comment	Created/ Revised by
1/1/22	Policy and procedure created	CEO
1/1/23	Updated	CEO