

## VMR26 FEES AND REFUNDS POLICY AND PROCEDURE

### Abbreviations:

<b>ATMC (The Company)</b>	Australian Technical and Management College
<b>CEO</b>	Chief Executive Officer
<b>CRICOS</b>	Commonwealth Register of Institutions and Courses for Overseas Students
<b>CoE/eCoE</b>	<ul style="list-style-type: none"> <li>• Confirmation of Enrolment</li> <li>• electronic Confirmation of Enrolment</li> </ul>
<b>OSHC</b>	Overseas Student Health Cover
<b>RTO</b>	Registered Training Organisation
<b>TPS</b>	Tuition Protection Service
<b>VET</b>	Vocational Education and Training

### 1 Purpose

- 1.1 That the Australian Technical & Management College (ATMC) complies with the legislative and administrative requirements of the:
  - 1.1.1 [Education Services for Overseas Students Act 2000](#)
  - 1.1.2 [National Code of Practice 2018](#)
  - 1.1.3 [National Vocational Education and Training Regulator Act 2011](#)
  - 1.1.4 [Standards for Registered Training Organisations \(RTOs\) 2015](#), and
  - 1.1.5 Other relevant state government legislation.
- 1.2 This policy and procedure applies to all students of ATMC (international and domestic students) to ensure fees and refunds are handled equitably and fairly.

### 2 Responsibility

- 2.1 The Head of Finance and or their delegate/s is responsible for implementing this procedure and ensuring that staff and students are aware of its application and that staff comply with its requirements.
- 2.2 Policy stakeholders
  - 2.2.1 The policy is to be approved by all the RTOs stakeholders before it is implemented, stakeholders include but are not limited to:
    - 2.2.1.1 Head of VET Studies
    - 2.2.1.2 Sales and marketing manager and or their representative
    - 2.2.1.3 RTO Operations Manager

## Policy

### 3 Rights of the student when paying fees to the RTO

- 3.1 Where the RTO collects fees from the individual student, either directly or through a third party, the RTO provides or directs the student to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:
  - 3.1.1 All relevant fee information including:

- 3.1.1.1 Fees that must be paid to the RTO; and
- 3.1.1.2 Payment terms and conditions including deposits and refunds.
- 3.1.2 The learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies
- 3.1.3 The student's right to obtain a refund for services not provided by the RTO in the event that the:
  - 3.1.3.1 Arrangement is terminated early; or
  - 3.1.3.2 The RTO fails to provide the agreed services.
- 3.2 This policy and procedure does not negate the student's consumer rights in accordance with Commonwealth and State consumer laws.
- 3.3 ATMC provides training and assessment services that:
  - 3.3.1 Are provided with acceptable care, skill, and technical knowledge, taking all necessary steps to avoid loss and or damages to the student
  - 3.3.2 Are fit for the purpose or give the results that the student has agreed to
  - 3.3.3 Are delivered within a reasonable time when there is no agreed end date.
- 3.4 ATMC's consumer guarantees on products and services applies to:
  - 3.4.1 The delivery of training and conduct of assessment for single qualification courses
  - 3.4.2 The delivery of training and conduct of assessment for bundled qualification courses
  - 3.4.3 Delivery of training and conduct for online qualification courses and services.

#### Services

- 3.5 A student can claim a remedy from ATMC if the services you have contracted for do not meet any of the consumer guarantees in relation to services. Remedies include cancelling a service and in some cases a refund for all or part of the fees paid.
- 3.6 Consumer guarantees do not apply if you
  - 3.6.1 Received what you asked for but simply change your mind, found cheaper alternative somewhere else, decided you do not like the decision you have made to undertake the training course and want to change your decision
  - 3.6.2 Used the service in any way that causes a problem e.g., not declaring required information for ATMC to decide on accepting your application to enrol in a training course
  - 3.6.3 Knew of or were made aware of the unsuitability of the services before you entered into an agreement for the provision of services and qualification courses
  - 3.6.4 Asked for a service to be done in a certain way against the advice of ATMC or were unclear about what you wanted.

#### **4 Payment of fees international students**

- 4.1 Course tuition fees are calculated from the first hour or day of commencement of the study period.
  - 4.1.1 Students are not charged tuition fees for published public holidays, or approved college holiday breaks during the course duration.
- 4.2 When accepting your offer of admission to ATMC, you must pay the minimum deposit identified in your letter of offer towards your tuition fees.
  - 4.2.1 If you are applying for a student visa, you are also required to pay the compulsory OSHC amount listed on your offer letter.

- 4.3 The minimum deposit payment is credited towards your tuition fees as your first instalment.
  - 4.3.1 Once you have enrolled, an invoice for the balance of your tuition fees for the semester (or study period) will be available and you will be required to pay by the date specified on the invoice.
  - 4.3.2 Your Statement of Liability or Student Invoice only shows what is due, not what has already been paid.
    - 4.3.2.1 For example, if you have already paid the \$1,500 deposit as an international student, your Statement of Liability or Student Invoice will not display this payment and only show what you must still pay.
- 4.4 Exception to paying the minimum deposit is when the CEO or their delegate approves that less than the minimum deposit can be paid by the applicant/student.
  - 4.4.1 This may be applicable with applicants are from level 1 and 2 countries where there is a reduced risk of students defaulting.
- 4.5 All enrolment applications form level 1 and 2 countries will be assessed by the RTOs management upon receipt.

**Note:** When paying your initial deposit and OSHC amount, all payments are to be made in Australian dollars.

#### Pre-paid fees – International Students:

- 4.6 ATMC will not receive, in respect of an overseas student or intending overseas student, more than 50% of the student's total tuition fees for a course before the student has begun the course.
- 4.7 This will NOT apply if either of the following choose to pay more than 50% of the overseas students, or intending overseas student's, total tuition fees for a course before the student has begun the course:
  - 4.7.1 The student.
  - 4.7.2 A person who is responsible for paying those fees; or
  - 4.7.3 The course has a duration of 25 weeks or less.

This is in accordance with [Education Services for Overseas Students Act 2000](#) – Division 2, Section 27

#### Pre-paid fees – Domestic Students

- 4.8 ATMC will not accept payment of more than \$1,500 from each domestic individual student prior to the commencement of the course.
  - 4.8.1 Following course commencement, the Institute may require advance payment of additional fees from students, but only such that the total amount required from each student, which is attributable to tuition or other services yet to be delivered, does not exceed \$1,500 at any given time, which requires no action to protect this fee.

This is in accordance with [Standards for Registered Training Organisations \(RTOs\) 2015](#) – Clause 7.3

#### Fees Collection and Management related to International Students

- 4.9 All fees collected in advance (i.e., prior to enrolment) from an international student will be held in trust by ATMC and will not be transferred to the trading account until the student commences their course of study, unless the institute is certain that there will be no default (student or provider) involving this student.

- 4.10 When a student applies to ATMC for a course enrolment, their application is reviewed and accepted in accordance with the Admissions Policies. If accepted, a Letter of Offer and Student Written Agreement are sent to the student. These documents identify:
- 4.10.1 Enrolment fee
  - 4.10.2 Total Course fees (including Tuition fees and Materials & Equipment)
  - 4.10.3 Other fees (including Overseas Student Health Cover, homestay, and airport pick-up fees, if applicable)
  - 4.10.4 Minimum payment to obtain course eCoE – is expressly written on the Letter of Offer
    - 4.10.4.1 The student written agreement also identifies all possible fees that may be payable e.g., re-assessment fee and extension to eCoE fee.
    - 4.10.4.2 To obtain the eCoE, the student must sign and return the student written agreement and pay the amount identified in “Minimum payment to obtain course eCoE” specified in the Letter of Offer
    - 4.10.4.3 Prior to course commencement, the student must pay the difference between the minimum payment to obtain eCoE and the total fee of a study period.
    - 4.10.4.4 At the discretion of the Finance department, students may enter into an agreement to pay in installments.
      - 4.10.4.4.1 The instalments are set by ATMC Head of VET and Head of Finance and are not subject to change by an agent or student.

#### Payment plans

- 4.11 Applicants may elect to pay their fees via a monthly or quarterly payment plan
  - 4.11.1 If a student elects to pay their fees by monthly payment plan, they must complete a Direct Debit Authority form (Appendix A) to allow ATMC to automatically deduct the fees from their nominated bank account.

#### Penalties for non-payment or late payment of fees

- 4.12 A late payment charge may apply where a student has not paid fees or (where applicable) by the due date notified to the student.
- 4.13 A dishonoured payment charge may apply where a student payment has been dishonoured or recalled by the bank or credit card provider.
- 4.14 A student may be required to pay a late enrolment charge for enrolment or re-enrolment in a course that is not made by the due date notified to the student, and enrolment/re-enrolment will not be effective until the charge has been paid.
- 4.15 Unless the CEO or their delegate rules otherwise in a particular case, a student who has an outstanding amount owing to ATMC which is greater than the threshold determined by the Financial Controller for this purpose will:
  - 4.15.1 Not be permitted to enrol in courses in future enrolment periods
  - 4.15.2 Have the student’s academic results withheld, and
  - 4.15.3 Not be eligible to graduate.
- 4.16 In accordance with Commonwealth government requirements, ATMC will cancel the enrolment of a Commonwealth supported student who has not met their student obligations by the census date of that enrolment period.

- 4.17 In accordance with relevant State Government funding contracts ATMC will cancel the enrolment of a State Government supported student who has not met their student obligations by the lodgement date of that enrolment period.
- 4.18 A fee-paying student who has not paid tuition fees by the due date may have the student's enrolment at ATMC cancelled.
- 4.19 A Commonwealth supported student whose enrolment in a program is cancelled in line with 4.16, and who applies to have the enrolment reinstated, cannot be enrolled into a Commonwealth supported place after census date. (In this circumstance, the student can only be enrolled into a fee-paying place.)
- 4.20 A State Government supported student whose enrolment in a program is cancelled under 4.17, and who applies to have the enrolment reinstated, cannot be enrolled into a State Government supported place after the lodgement date. (In this circumstance, the student can only be enrolled into a fee-paying place.)
- 4.21 A student whose enrolment has been cancelled under items: 4.16, 4.17 or 4.18, for non-payment of fees may apply in writing to the CEO or their delegate, for reinstatement of the enrolment, provided the student pays in full all student charges for that study period enrolment within fourteen (14) days of the date on the letter/notice of cancellation.
- 4.22 Any enrolment which is reinstated in accordance with item 4.21 will thereafter be deemed to have been continuous.

## 5 Other Administration charges

### Admission fee

- 5.1 ATMC charges an administration admission fee for each new and non-continuous enrolment; the fee is advised on the marketing flyer and the Letter of Offer. ATMC may at its discretion waive this fee under the following circumstances:
  - 5.1.1 When an existing student applies to enrol in further study of courses relating to their existing field of study e.g. A student is currently studying the CERT III & IV of Engineering and applies to enrol in the Diploma of Engineering
  - 5.1.2 When a student re-enrols with ATMC for another course of study three months post completion of previous course of study e.g., student completes a Diploma of Business and now decides to study Certificate III in Engineering and Fabrication
  - 5.1.3 When the admission enrolment fee is waived for a sales and marketing promotion.

### Late Payment fee and service charges

- 5.2 The following late payment tuition fees and service charges will be levied when a student does not pay their tuition fees and service charges by the due date advised by ATMC.
  - 5.2.1 International students \$50.00
  - 5.2.2 Domestic students \$50.00
  - 5.2.3 Re-instatement fee \$150.00

**Note:** The first direct debit payment failure will incur no late payment fee. Subsequent failures for each instalment will be charged \$50 each.

### Other fees and charges

- 5.3 Replacement student ID card \$20.00

- 5.4 Replacement qualification certificates:
  - 5.4.1 Testamur \$30.00
  - 5.4.2 Statement of Attainment \$30.00
- 5.5 Amend or change Confirmation of Enrolment (CoE) fee \$100
- 5.6 Application fee – Amend academic record (where an error has occurred due to a student providing incorrect information) \$80
- 5.7 Domestic registered/express post (used for official documentation sent by registered or express post) \$15.00
- 5.8 International courier (used for official documentation sent by courier to an overseas postal address) \$50.00
- 5.9 Recognition of Prior Learning (RPL)
  - 5.9.1 Course application fee/RPL \$200
  - 5.9.2 RPL per practical units \$500 plus material fee (subject to course selection)
  - 5.9.3 RPL per theory unit \$250

## 6 Refunds

- 6.1 The Refund policy will be fair and reasonable to students and where withdrawals are concerned, it will be based on how much notice is given in advance by the student to the institute prior to the course/ study period commencement date.
- 6.2 If a student applies for a refund after commencing one or more study periods within the enrolled course, the refund will only be calculated based on subsequent study periods.
- 6.3 Each student or student's parents if students are under 18 years old (applicable for domestic students and international students not on student's visa) acknowledges and agrees to the terms and conditions of the Refund Policy and Procedures upon signing the Student Written Agreement.
- 6.4 The terms and conditions set out in this Refund Policy and Procedures apply equally to commencing and continuing students, unless otherwise specified.
- 6.5 ATMC reserves the right to amend the non-refundable application fee and the aforementioned terms and conditions at any time to ensure compliance with applicable State and Federal laws.
- 6.6 The tuition fees paid must be cleared at the time a student makes an application for a refund and/or all debts owed to the Institute must be settled prior to the application being processed.
- 6.7 The Institute may, at its absolute discretion, refund to the student all or part(s) of the tuition fees paid where it determines that there are extenuating or compassionate circumstances. Students must provide supporting documental evidence to substantiate the claims.
- 6.8 This policy, the Student Written Agreement and the availability of complaints and appeals processes, do not remove students' right to act under Australia's consumer protection laws.

## 7 Process and practice

- 7.1 The process starts when:
  - 7.1.1 ATMC cancels the student's enrolment for breaches identified in section six (6) of this policy and process

- 7.1.2 a student withdraws or cancels their enrolled course(s) by submitting the cancellation form.
  - 7.1.2.1 Cancellation Form (International Students)
  - 7.1.2.2 Cancellation Form (Domestic Students)
- 7.2 If the student believes they are due or according to the policy is entitled for a refund, the student is advised to make a refund application. Refund applications must be made by completing Refund Application Form, available from either student support or ATMC website.
- 7.3 The completed form must then be submitted by email to [refunds@atmc.edu.au](mailto:refunds@atmc.edu.au) attention "Finance Department" or in person,
- 7.4 The submitted form is reviewed by an authorised officer to ensure completeness. The authorised officer then signs and enters the date of receipt.
- 7.5 The form is passed to the Finance Department. A Finance Officer reviews the student's current payment status and amounts owing.
- 7.6 The student file is checked against the Student Management System (VETtrak) to confirm the agreed course commencement date. Refund is then calculated based on the refund tables (see below).
- 7.7 For an international student, in the event that an eCoE was not issued, the refund will be calculated based on the commencement date indicated in the first Letter of Offer (LoO) issued to the student.
- 7.8 Before the refund can be issued, it must be approved by a Head of Finance (except for cases related to provider default).
  - 7.8.1 The refund application will be processed within 14 working days of receipt of application.
  - 7.8.2 If application is successful, the refund will be paid to the student, or another person nominated in writing by the student.
- 7.9 Refunds will be made according to the following refund tables, each of which is tailored to a specific type of student (international, Fees for Service and State funding Contracts).
- 7.10 Conditions of refunds for students that pay by international currency transfer
  - 7.10.1 ATMC will refund by electronic transfer to a designated bank account.
  - 7.10.2 Note: International refunds will normally be made in the currency of the student's current country of residence.
  - 7.10.3 Exchange rates may fluctuate, and ATMC is not liable for any variance.
  - 7.10.4 For ex-students all claims for refunds MUST be made within 21 working days of cancellation of enrolment.
  - 7.10.5 If the ex-student has returned to their home country and was not able to apply for a refund of paid fees, they have three (3) calendar months from the time of their enrolment being cancelled to claim for a refund.

**Note:** If you are no longer an enrolled student, ATMC will not be required to pay you any net credit amount and any reasonable expenses for the business of holding unclaimed moneys and locating the owners.



## Refunds related to International students

The following refunds will be applied in accordance with the terms agreed to by the student in the Written Agreement

Reason	Refund
Student has been refused an Australian Student Visa and has not started the course (refusal letter required)	100% tuition fee refund excludes enrolment, material equipment and administration fees*
Student has been refused an Australian Student Visa and has started the course (refusal letter required to determine default date)	100% tuition fee refund excludes enrolment, material equipment and administration fees **
ATMC fails to start course or the course ceases to be provided after it starts (provider default)	100% tuition fee refund excludes enrolment and administration fees **
Withdrawal notified in writing and received by the Institute 20 working days or more prior to course commencement (student default)	70% tuition fee refund excludes enrolment, material equipment and administration fees <sup>1 2</sup>
Withdrawal notified in writing and received by the Institute less than 20 working days prior to course commencement (student default)	50% tuition fee refund excludes enrolment, material equipment and administration fees <sup>1 2</sup>
Withdrawals notified in writing and received by the Institute on or after the course commencement date or student did not commence study at campus location identified (student default)	No refund of current study period course fees paid and material equipment fee <sup>1</sup>
Student's enrolment is suspended or cancelled by the Institute due to the student being in breach of the student written agreement (student default)	No refund of current study period course fees paid and material equipment fee <sup>1</sup>
Deceased Students: The personal legal representative of the Deceased Estate must apply for any excess payments which are to be refunded. The administrators must supply details about who the refund is payable to. ATMC reserves the right to request official documentation to support any such claims.	The proportion of fees paid for the unused delivery of training and assessment services i.e., the fees are calculated on for the days that were paid for that the deceased student did not attend after deceasing.
<i>* indicates amount minus 5% of the course fees received (including non-tuition fee); or \$500; whichever is less.</i>	
<i>** indicates unspent tuition fee of weeks in default period (period from after default day and the end of the period to which the unspent tuition fee relates).</i>	



**Refund calculation:**

$$a) \text{ Weekly tuition fee} = 7 \times \left( \frac{\text{total tuition fee for the course}}{\text{number of calendar days in the course}} \right)$$

$$b) \text{ Weeks in default period} = \frac{\text{(number of calendar days from the default day to the end of the period to which the payment relates)}}{7}$$

$$c) \text{ Refund amount} = \text{weekly tuition fee} \times \text{number of weeks in default period}$$

## 8 Tuition Protection Service (TPS) Framework

- 8.1 Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with [Education Services for Overseas Students Act 2000](#) requirements and the [Tuition Protection Service Framework](#).
- 8.2 A student can pay full fees if the student wishes to, but the student is not required to pay more than 50% of the total tuition fees up front for the course before the student commences the course that is more than 25 weeks.
- 8.2.1 ATMC requires 100% of the total tuition fees for short courses of 25 weeks or less.
- 8.3 In the unlikely event that ATMC is unable to deliver the student's course in full, the student will be offered a refund of pre-paid tuition fee the student has not utilised less a \$250 Enrolment Fee.
- 8.3.1 The refund will be paid to the student within 14 days of the day on which the course ceased being provided.
- 8.3.2 Alternatively, the student may be offered enrolment in an alternative course by ATMC at no extra cost to the student.
- 8.3.2.1 The student has the right to choose whether the student would prefer a refund of pre-paid tuition fee that has not been utilised, or to accept a place in another course.
- 8.3.2.2 If the student chooses placement in another course, we will ask the student to sign a document to indicate that the student accepts the placement.
- 8.3.2.3 If ATMC is unable to provide a refund or place the student in an alternative course, the TPS will assist the student in finding an alternative course or getting a refund of the student's unspent tuition fees if a suitable alternative is not found.
- 8.4 The ATMC implements requirements for Provider Default under Part 5, Division 1, Subdivision A of the [Education Services for Overseas Students Act 2000](#).
- 8.5 The ATMC implements requirements for Student Default under Part 5, Division 2, Subdivision B of the [Education Services for Overseas Students Act 2000](#).

### Refunds related to Fee for service/ domestic students

Reason	Refund
Course cancelled or rescheduled by ATMC (provider default)	100% tuition fee refund excludes enrolment, material equipment and administration fees *
Withdrawal notified in writing and received by the Institute 20 working days or more prior to course commencement	70% tuition fee refund excludes enrolment, material equipment and administration fees <sup>1 2</sup>
Withdrawal notified in writing and received by the Institute less than 20 working days prior to course commencement	50% tuition fee refund excludes enrolment, material equipment and administration fees <sup>1 2</sup>
Withdrawals notified in writing and received by the Institute on or after the course commencement date	No refund of current study period course fees paid and material equipment fee. <sup>1</sup>
<i>* A refund processing fee of \$300 will be deducted</i>	
<i><sup>1</sup> Student defaults if 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 the student withdraws from the course at the location (either before or after the agreed starting day); or ATMC refuses to provide, or continue providing, the course to the student at the location because of one or more of the following: student fails to pay an amount payable to ATMC for the course or misbehaviour by the student.</i>	
<i><sup>2</sup> A refund processing fee of \$300 will be deducted in cases that relate to student default</i>	

### Refunds for State Government Training Guarantee program students

Reason	Refund
1. Course cancelled or rescheduled by ATMC (provider default)	100% refund of paid tuition fees and material equipment fees
2. Withdrawal notified in writing and received by ATMC prior to the course commencement date.	100% refund of paid tuition fees
3. Cancellation after student commenced course	The paid tuition fee for subsequent calendar year

### Material & Equipment fees

Material & equipment fees are non-refundable if the packaging seal is broken and there is evidence that the materials have been used.

If students have not received the kit at the time of refund, students receive 100% refund.

## 9 Fees & refund information

- 9.1 All chargeable fees to students and the terms and conditions of refunds are documented in the following places:
  - 9.1.1 Course Guide and information sent to education agents
  - 9.1.2 ATMC's website
  - 9.1.3 International Application for Enrolment Form
  - 9.1.4 Domestic Application for Enrolment Form
  - 9.1.5 International Student Written Agreement
  - 9.1.6 Domestic Student Written Agreement

### Regulations governing International students

- 9.2 ATMC cannot require students to pay more than 50% of the total tuition fees before they start the course.
  - 9.2.1 However, students, or the person responsible for paying the tuition fees, can *choose* to pay more than 50% of their tuition fees before they start their course if they wish to do so.
  - 9.2.2 Evidence that students have exercised choice in how much of their tuition fees are paid up front must be recorded.
- 9.3 The ATMC is obliged to inform the Department of Home Affairs in the events where an international student:
  - 9.3.1 Completes his/her course(s) early; or
  - 9.3.2 Transfers to another provider; or
  - 9.3.3 Is excluded on academic grounds and consequently fails to meet his/her visa conditions; or
  - 9.3.4 Defers or suspends his/her study or otherwise changes the expected duration of his/her study.
- 9.4 Should an international student, who commences the course whilst awaiting an approval for a student visa, decide to withdraw prior to receiving the visa approval, the student will not be entitled to a refund (refer to international student refund table).  
([Education Services for Overseas Students Act 2000](#) – Part 5, Division 2, Section 47D, (5))
- 9.5 An international student may not submit an application for refund at the same time of applying for a letter of release.
  - 9.5.1 A refund application will be accepted once the student has been granted a letter of release; in which case, the refund calculation will be based on the date the student was granted the letter of release.

### When starting a second course

- 9.6 Students applying to start another course with the Institute are not allowed to commence until:
  - 9.6.1 The minimum payment related to tuition fee and material fee required as per the offer letter has been paid; and
  - 9.6.2 Any outstanding debts have been paid; and
  - 9.6.3 Has attended orientation at the Institute

### Students with Package/Bundled Offers

- 9.7 Where a student has received a package/bundled offer, the refund for the course(s) enrolled at ATMC is based on ATMC's refund policy.

### Medical and other related expenses

- 9.8 The student is responsible for:
- 9.8.1 All medical, hospital, dental and other expenses incurred by or on behalf of the student arising from or in connection with:
- 9.8.1.1 Any injury or illness suffered by the student while attending ATMC or
- 9.8.1.2 Taking part in ATMC activities or travelling to and from classes, and
- 9.8.1.3 The student authorises ATMC to obtain such treatment for the student as ATMC in its sole discretion may determine is required at the time of a medical emergency.
- 9.8.1.4 The student acknowledges that they are solely responsible for obtaining insurance sufficient to meet the cost arising out of such illness or injury whilst they are enrolled in a course.

### Complaints and Appeals

- 9.9 If a student is dissatisfied with the outcome of the refund application, they may access the process outlined in the ATMC's Complaints and Appeals Policy and Procedure.
- 9.10 An appeals decision that does not satisfy the appellant does not stop the appellant from exercising their right to lodge a complaint with the State Department of Fair Trading/Consumer Affairs.

### Goods & Services Tax (GST)

- 9.11 GST is not charged on tuition Fees.
- 9.12 Other activities, however, may attract GST.
- 9.13 Tuition fees and charges have been calculated on the basis that they are GST free.
- 9.14 The RTO will only charge GST on services provided which are required by law to attract GST.
- 9.15 ATMC reserves the right to pass on any current or new State or Federal Tax in relation to the goods and services it provides to students.

## 10 Definitions

<b>Accepted Student of a registered provider (Student)</b>	<p>A student (whether within or outside Australia):</p> <ul style="list-style-type: none"> <li>Who is accepted for enrolment, or enrolled in a course provided by the provider, and</li> <li>Who is, or will be, required to hold a student Visa to undertake or continue the course</li> </ul>
<b>Compulsory study period</b>	<ul style="list-style-type: none"> <li>A period of study in which the student must enrol unless granted a deferment or suspension from enrolment or leave of absence under <a href="#">National Code of Practice 2018</a> – Standard 9 (Deferring, suspending or cancelling the student's enrolment).</li> <li>A compulsory study period does not include periods in which the student</li> </ul>

	can elect to undertake additional studies
<b>Course</b>	The full time nationally accredited vocational education and training courses or ELICOS courses offered by or through ATMC and registered on the Registered Providers <a href="#">CRICOS</a> scope of registration
<b>Course Commencement Date for international students</b>	<ul style="list-style-type: none"> <li>Refers to the start date indicated in the first eCoE issued by the RTO to a student, OR the commencement date in the eCoE for which the student visa is granted. This does not refer to the deferred or subsequent eCoE's.</li> <li>If an eCoE was not issued, the refund will be calculated based on the commencement date indicated in the first Letter of Offer issued to the student.</li> </ul>
<b>Course Commencement Date for domestic students</b>	Refers to the start date indicated on the Letter of Acceptance.
<b>Course Tuition Fee</b>	Tuition and other compulsory fees for a course, calculated on the number of hours, days, or weeks that training and assessment is delivered to a student in a timetabled study period.
<b>Confirmation of Enrolment (CoE) or electronic Confirmation of enrolment (eCoE)</b>	<ul style="list-style-type: none"> <li>A document, provided electronically, which is issued by the registered provider to intending overseas students and which must accompany their application for a student visa.</li> <li>It confirms the overseas student's eligibility to enrol in a particular course of the registered provider</li> </ul>
<b>Default day</b>	The date specified on a student's visa refusal letter if an international student is refused an Australian student visa. This day is not included in the count for the purposes of refund calculations.
<b>Domestic student</b>	All students who are not overseas students as defined in the <a href="#">National Code of Practice 2018</a> .
<b>Enrolment</b>	<ul style="list-style-type: none"> <li>Where the student has been either issued with either a letter of acceptance or a CoE/eCoE to confirm acceptance by the registered provider or has accepted a letter of offer and is occupying a place in either a VET or CRICOS registered course for which the student was accepted and is progressing towards the completion of the course requirements.</li> <li>The period of enrolment includes scheduled breaks between study periods.</li> </ul>
<b>Enrolment Fee</b>	<ul style="list-style-type: none"> <li>The fee payable when an application is made to ATMC for an enrolment to a course or qualification.</li> <li>This fee is a non-refundable fee covering the cost of administration.</li> <li>Enrolment fee is applicable for every course a student applies unless waived by the Head of Finance or the CEO.</li> </ul>
<b>Full time study</b>	The amount of study for a particular course which is approved by the accrediting body for the course, or in cases where the accrediting body gives no such approval, means a minimum of 20 contact hours per week

<b>Genuine Student</b>	An applicant that intends to obtain a successful educational outcome and has the language, education, and material background to have a reasonable chance of achieving this educational outcome
<b>Intending overseas student</b>	A person (whether within or outside Australia) who intends to become, or who has taken any steps towards becoming an overseas student
<b>International overseas student</b>	<ul style="list-style-type: none"> <li>A person (whether within or outside Australia) who holds a student visa as defined by the <a href="#">Education Services for Overseas Students Act 2000</a> but does not include students of a kind prescribed in the ESOS Regulations.</li> <li>Where the student is under 18 years of age and the student is required to exercise rights or enter obligations as a legal person, this term may refer to the student's parent or legal guardian.</li> </ul>
<b>Laws</b>	The laws in force in the Commonwealth of Australia, it's States and Territories and any other laws to which ATMC is subject to
<b>Minimum payment to obtain course CoE/eCoE</b>	<ul style="list-style-type: none"> <li>International students must pay the required deposit at the time of the acceptance of the offer.</li> <li>At the institute's discretion, the amount may be reduced at the time of issuing a CoE/eCoE.</li> <li>However, the student will not be admitted to the course until the total minimum payment required has been received.</li> </ul>
<b>Payment Schedule Agreement (PSA)</b>	<ul style="list-style-type: none"> <li>Students may sign a schedule which allows a student to pay course fee in instalments.</li> <li>For international students, tuition fees incur on the start of each study period within a course</li> <li>If a student is in breach of their PSA, ATMC reserves the right to cancel the agreement and pursue the entire course fees owed.</li> </ul>
<b>Non-tuition Fees</b>	Non-tuition fees cover items not directly related to tuition; this includes Material & Equipment Fees.
<b>Other Fees</b>	Other fees include but are not limited to Overseas Student Health Cover (OSHC) and homestay/airport pickup fees (where applicable).
<b>Principle course of Study</b>	<ul style="list-style-type: none"> <li>The main course of study to be undertaken by an overseas student where a student visa has been issued for multiple courses of study.</li> <li>Would normally be the final course of study where the overseas student arrives in Australia with a student visa that covers multiple courses</li> </ul>
<b>Processing Fee</b>	A processing fee of \$300 is chargeable where a student withdraws or is cancelled from a course and a refund is being processed.
<b>Provider default</b>	Refers to the circumstances where ATMC fails to start the course or the course ceases to be provided after commencement and no alternative course can be offered and accepted by the student.
<b>Prospective Student</b>	Means a person (whether within or outside Australia) who intends to become, or who has taken any steps towards becoming a student or an 'overseas student' as defined by the <a href="#">Education Services for Overseas Students Act 2000</a> and the <a href="#">Standards for Registered Training Organisations (RTOs) 2015</a>
<b>Skills First Funding</b>	<ul style="list-style-type: none"> <li>The Skills First Program is a Victorian State Government scheme that provides access to government subsidies training to eligible individuals for</li> </ul>

	<p>specific courses.</p> <ul style="list-style-type: none"> <li>• If an individual is eligible, the government will contribute to the cost of the training.</li> </ul>
<b>Student</b>	<p>A person (whether within or outside Australia) who holds a student visa and is an 'overseas student' as defined by the <a href="#">Education Services for Overseas Students Act 2000</a> and the <a href="#">Standards for Registered Training Organisations (RTOs) 2015</a></p>
<b>Study period</b>	<ul style="list-style-type: none"> <li>• A period-of-time measured in hours, days and weeks and is specific to each course.</li> <li>• Each course may contain one or more study periods.</li> <li>• Any study period will not exceed 24 weeks.</li> <li>• Within a course, the length of the final study period may be equivalent to, or shorter than other study periods.</li> <li>• Approved public holiday periods and or holiday breaks are not a part of a study period.</li> </ul>
<b>Student default</b>	<p>Refers to the circumstances where:</p> <ul style="list-style-type: none"> <li>• The student does not start the course on the agreed course commencement date and location (and has not previously withdrawn); or</li> <li>• The student withdraws from the course at the location (either before or after the agreed course commencement date); or</li> <li>• 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:             <ul style="list-style-type: none"> <li>○ The student failed to pay the due amount to the course provider</li> <li>○ The student breached a condition of their student visa</li> <li>○ Student does not return to studies after an approved holiday break</li> <li>○ Misbehaviour by the student</li> </ul> </li> </ul>
<b>Tuition Protection Service (TPS)</b>	<p>The <a href="#">Tuition Protection Service Framework</a> protects international students on student visas when their provider defaults. That is, their provider closes, fails to start, or stops offering a course.</p>
<b>Vocational Education &amp; Training (VET)</b>	<ul style="list-style-type: none"> <li>• The part of tertiary education and training which provides accredited training in job related and technical skills.</li> <li>• It covers many careers and industries e.g., trades, office work, retail, hospitality, mining, rail, transport, warehousing, and technology.</li> </ul>

### Related Policies and Documents

- Document Release Cycle
- Checklist for Marketing Materials
- Marketing materials compliance checklist
- Action list - change to fees courses or bundles
- Audits Policy
- Managing Agents
- Agent Monitoring and Termination Procedure



## Legislation

[Education Services for Overseas Students Act 2000](#) – Division 2, Section 27, Part 5 and Section 47D (5), Part 5)

[National Code of Practice 2018](#) – Standards 2.1.7, 3.1, 3.3.4, 3.3.5, 3.3.8, 3.4, 3.4.2, 3.4.3, 9

[National Vocational Education and Training Regulator Act 2011](#)

[Skills First Quality Charter](#)

[Standards for Registered Training Organisations \(RTOs\) 2015](#) – Clauses 3.3, 5.3, 7.3

[Standard VET Funding Contract](#)

[Training.gov.au](#)

[Tuition Protection Service Framework](#)

## Version Control

<b>Document Name</b>		Fees and Refunds Policy and Procedure		
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<b>Department</b>		VET Marketing and Recruitment		
<b>Approved By</b>		CEO	<b>Date Approved</b>	August 2022
<b>Revision History</b>				
Version.	Date of Changes	Change Summary	Author	Review Due
V1.0	October 2018	New Document	VET Management	October 2020
V2.0; V2.1	August 2022	Review and update of general information	VET Management	August 2024
V2.2	February 2023	Review and update links	Compliance Manager	February 2025
<b>Organisation</b>		Australian Technical and Management College		
<b>Document Controller</b>		Compliance Manager		

## APPENDICES

### Appendix A

#### DIRECT DEBIT AUTHORITY FORM

This page is to be returned to ATMC no later than five (5) business days prior to the due date of payment.

Request and Authority to debit the account named below to pay Australian Technical and Management College Pty Ltd	
Request and Authority to debit	<p><i>Surname:</i> _____</p> <p><i>Given names:</i> _____</p> <p>request and authorise Australian Technical and Management College to arrange for any amount Australian Technical and Management College may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreement [and any further instructions provided below].</p>
Insert the name and address of financial institution at which account is held	<p>Financial institution name: _____</p> <p>Address: _____</p> <p>_____</p>
Insert details of account to be debited  Credit cards are not accepted.	<p>Name of account _____</p> <p>BSB number:  __ __ __  -  __ __ __ </p> <p>Account number:  __ __ __ __ __ __ __ __ __ </p>
Acknowledgment	<p>By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Australian Technical Management College as set out in this Request and in your Direct Debit Request Service Agreement.</p>

Payment details	<p>I/we wish to pay Australian Technical and Management College tuition fees and charges by direct debit until further notice.</p> <p><input type="checkbox"/> Quarterly on the 28<sup>th</sup> day of the third month of the quarter.</p> <p><input type="checkbox"/> Monthly on the 28<sup>th</sup> day of the month.</p> <p>Student ID No. _____</p> <p>Course Details: _____</p>
Insert your contact details and signature	<p>Current mailing address: _____</p> <p>Home No: _____ Mobile No: _____</p> <p>Email: _____</p> <p>Signature _____ Date: _____</p>

## Appendix B

### DIRECT DEBIT SERVICE AGREEMENT

This is your Direct Debit Service Agreement with the Australian Technical and Management College (ATMC). It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

#### Abbreviations and Definitions:

<b>Account</b>	The account held at your financial institution from which we are authorised to arrange for funds to be debited.
<b>Agreement</b>	This Direct Debit Request Service Agreement between you and us.
<b>ATMC</b>	Australian Technical and Management College
<b>Banking Day</b>	A day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
<b>Debit Day</b>	The day that payment by you to us is due
<b>Debit Payment</b>	A particular transaction where a debit is made
<b>Direct Debit Request</b>	The Direct Debit Request between us and you
<b>Us or We</b>	Australian Technical and Management College (ATMC), (the Debit User) you have authorised by requesting a Direct Debit Request
<b>You</b>	The student customer who has signed or authorised by other means the Direct Debit Request.
<b>Your Financial Institution</b>	The financial institution nominated by you on the DDR at which the account is maintained

#### 1 Debiting your account

- 1.1 By signing a Direct Debit Request or by providing ATMC with a valid instruction, you have authorised ATMC to arrange for funds to be debited from your account.
  - 1.1.1 You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between ATMC and you.
- 1.2 ATMC will only arrange for funds to be debited from your nominated account as authorised in the Direct Debit Request
- 1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day.
  - 1.3.1 If you are unsure about which day your account has or will be debited, you should ask your financial institution.

#### 2 Amendments by ATMC

- 2.1 ATMC may vary any details of this agreement or a *Direct Debit Request* at any time by giving you at least fourteen (14) working days' notice by email.

### 3 Amendments by You

- 3.1 You may change, stop, or defer a debit payment, or terminate this agreement by providing ATMC with at least fourteen (14) days notification by contacting ATMC finance department or arranging it through your own financial institution, which is required to act promptly on your instructions.

**Note:** *In relation to the above reference to change, your financial institution may change your debit payment only to the extent of advising us (Australian Technical and Management College) of your new account details.*

### 4 Your obligations

- 4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the Direct Debit Request.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment:
  - 4.2.1 You may be charged a fee and/or interest by your financial institution
  - 4.2.2 You may also incur fees or charges imposed or incurred by ATMC; and
  - 4.2.3 You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
- 4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct.

### 5 Dispute/s

- 5.1 If you believe that there has been an error in debiting your account, you should notify ATMC directly via our student ticketing system or email [finance@atmc.ed.au](mailto:finance@atmc.ed.au) as soon as possible so that we can resolve your query quickly. Alternatively, you can take it up directly with your financial institution.
- 5.2 If ATMC determine, as a result of our investigations, that your account has been incorrectly debited, we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you by email of the amount by which your account has been adjusted.
- 5.3 If ATMC conclude, as a result of our investigations, that your account has NOT been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding by email.

### 6 Accounts

- 6.1 You should check:
  - 6.1.1 With your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
  - 6.1.2 Your account details which you have provided to us are correct by checking them against a recent account statement; and
  - 6.1.3 With your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

## **7 Confidentiality**

- 7.1 ATMC will keep any information (including your account details) in your Direct Debit Request confidential.
- 7.2 ATMC will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to your information do not make any unauthorised use, modification, reproduction, or disclosure of that information.
- 7.3 ATMC will only disclose information that we have about you:
  - 7.3.1 To the extent specifically required by law; or
  - 7.3.2 For the purposes of this agreement (including disclosing information in connection with any query or claim).

## **8 Notice**

- 8.1 If you wish to notify ATMC about anything relating to this agreement, you should contact us via the student ticketing system.
- 8.2 ATMC will notify you that your request has been received, by sending a response to you by email.