



Fees and Refunds Policy & Procedures

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Purpose

The purpose of this policy and procedure is to outline Ruby Institute's approach to managing fees and refunds and to demonstrate how fees paid in advance are protected by Ruby Institute.

This contributes to Ruby Institute's compliance with Clauses 5.3, 7.3 and Schedule 6 of the Standards, as well as the ESOS Act and Standard 2 and 3 of the *National Code of Practice for Providers of Education and Training to Overseas Students 2018*, as well as the *Education Services for Overseas Students (Calculation of Refund) Specification 2014*.

It applies to domestic students and international students studying VET and/or ELICOS courses.

Definitions

ASQA means Australian Skills Quality Authority, the national VET regulator and the RTO's registering body

DET means Department of Education and Training

ELICOS means *English Language Intensive Course for Overseas Students (ELICOS)*

ESOS Act means *Education Services for Overseas Students Act 2000*

National Code means *National Code of Practice for Providers of Education and Training to Overseas Students 2018*

Fee Payer means the nominated payer of a student's course fees, usually either the student or the employer paying on behalf of the student

Provider default means where 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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

SRTOs means the Standards for RTOs 2015 – refer definition of 'Standards'

Standards means the *Standards for Registered Training Organisations (RTOs) 2015* of the VET Quality Framework which can be accessed from www.asqa.gov.au



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Student default means where:

- 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the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or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
- 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:
 - the student failed to pay an amount payable to the provider for the course;
 - the student breached a condition of his/her student visa;
 - misbehaviour by the student.

A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because of provider default.

TPS means the Tuition Protection Service which is an initiative of the Australian Government to protect payments made from overseas students to CRICOS providers

Policy & Procedures

1. Protection of fees paid in advance

- Ruby Institute protects the fees that are paid in advance by both domestic and international students.
- All course fees will be held in a separate Tuition Fee bank account. The course fees are held separately from the day-to-day operating expense accounts, so that if a refund is payable before the student commences, the refund can be made in full and in a timely way without impact on the financial operations of the business or recourse to the tuition protection system (TPS).
- In accordance with Section 28/29 of the ESOS Act 2000, the Ruby Institute maintains sufficient funds in the Tuition Account to ensure that at all times there is a sufficient balance to repay all tuition fees to every overseas student or intending student from who tuition fees have been paid to Institute, and who have not yet commenced the course that the Institute is contracted to provide to the student.
- For domestic students, fee protection is ensured through:
 - Ruby Institute does not require a student to ever pay more than \$1,500 in advance for services not yet provided, either prior to course commencement or at any stage during their course.
- For international students, fee protection is ensured as follows:
 - Ruby Institute does not require international students to pay more than 50% of course fees prior to course commencement. However, Ruby Institute provides students with the opportunity to pay more than 50% of their tuition fees prior to course commencement if they wish. Where a student chooses not to pay more than 50% upfront, the remaining amount will be collected according to an agreed payment schedule. Note, however, that where a course is less than 25 weeks, Ruby Institute will require students to pay the full cost of the course prior to course commencement.
 - Ruby Institute pays into the Tuition Protection Service (TPS). The TPS is an initiative of the Australian Government. The role of the TPS is 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 tuition fees.



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2. Fees and refunds information

- Fee information relevant to a course is outlined in detail on the Student Written Agreement and summarised on the Course Outline. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment or commencement of the course, whichever is first.
- For international students, fee information is always provided prior to enrolment or receipt of payment as per the requirements of the National Code 2018 Standard 2 and 3.
- Fee information provided to domestic and international students includes:
 - All course fees, including both tuition fees and non-tuition fees, and the period to which these fees apply
 - Any additional charges that may apply and the circumstances in which they apply
 - The potential for changes to fees over the duration of the course
 - Payment options (including that international students may choose to pay more than 50% tuition fees before their course commences)
- The Student Written Agreement and the Student Handbook which are provided prior to enrolment, includes this Fees and Refunds Policy and Procedure and informs the student of their consumer rights. Students are required to sign the Student Written Agreement in acknowledgement of the terms and conditions of the enrolment and this policy.

3. Course fee inclusions

- The Student Written Agreement will clearly itemise all course fees, including both tuition and non-tuition fees.
- Tuition fees payable to Ruby Institute include:
 - All of the training/teaching and assessment required for students to achieve the qualification or course in which they are enrolling within the attempts allowed.
 - Issuance of one set of certification documents including the testamur (certificate) or a Statement of Attainment (in the case of withdrawal or partial completion for VET students only) and record of results (for VET students).
- Tuition fees payable to Ruby Institute may include (if applicable):
 - RPL Fees (application- \$250 and per unit costs- \$300).
 - Where a student fails to achieve a satisfactory outcome after three attempts at an assessment tasks, additional fees will apply (VET students only). The student will be charged a pro-rata course fee based on the number of units required to be undertaken.
 - \$500 for relearning of a unit (per unit)
 - \$250 for re-submission of assessment (per assessment)
- Non-tuition fees payable to Ruby Institute may include (if applicable):
 - A non-refundable Application Fee.
 - One copy of the required text books and learning materials for each student unless otherwise stated on the Course Outline.



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- Internal Course Transfer will incur an administrative fee of \$350 once approved.
- Internal Course Variation (for example, deferral and suspension requests) will incur an administrative fee of \$250 once approved.
- If the tuition fee is paid after 2 weeks of the original payment schedule, a \$200 late penalty will incur. Daily interest will incur after 4 weeks of the original payment schedule. Should late penalty continue after 6 weeks of the original payment schedule, your enrolment with Ruby Institute will be cancelled.
- Re-issuance or additional copies of certification documents will attract a fee of \$50 per document, plus postage if required.
- Re-issuance of the Student Identification Card will attract a fee of \$25.
- Any optional textbooks and materials that may be recommended but not required to complete a course.
- Replacement textbooks if original copies are lost or misplaced. Costs for replacement textbooks are outlined on the Student Written Agreement.
- Fees payable to Ruby Institute do not include:
 - Stationery such as paper and pens.
 - Overseas Student Health Cover
 - Airport pick ups
 - Excursions (unless stated on the *Course Outline*)
- Ruby Institute cannot guarantee that students will successfully complete the course in which they enrol regardless of whether all fees due have been paid.

4. Payments

- Payments can be accepted by electronic funds transfer, cheque or cash.
- Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.
- Debts will be referred to a debt collection agency where fees are more than 40 days past due.
- Ruby Institute reserves the right to suspend the provision of training/teaching and/or other services until fees are brought up to date. Students with long term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.
- International students who do not pay their fees will receive two warnings regarding non-payment of fees and thereafter will be reported to Department of Home Affairs (DHA) via PRISMS under student default.
- Receipts of payments made by international students will be kept for at least 2 years after the person ceases to be an accepted student.



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5. Refunds for domestic students

- Application Fee and RPL Application Fees are due upon applying and are non-refundable.
- Where an application fee was not incurred, for reasons such as special conditions at the time, an administration fee may be charged.
- Refund application requests placed after course commencement only refers to Tuition fees. **Material fee is non-refundable after course commencement.**
- A full refund of any fees paid (including the deposit) will apply if Ruby Institute is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- In the unlikely event that Ruby Institute or any third parties responsible for delivering training/teaching and assessment on its behalf, is unable to deliver the course or any portion of the course as promised, the student will be issued with a refund for the course or portion of course that was not provided. This includes the following situations:
 - Where Ruby Institute or any third parties delivering training/teaching and assessment on its behalf ceases to operate.
 - Where Ruby Institute ceases to deliver the course in which a student is enrolled and the agreement is terminated.
 - Where Ruby Institute needs to make a change to the terms of the student agreement (such as the way the course is delivered or conditions of enrolment) and a new agreement cannot be reached with the student to account for changes.
- In any of the above situations, Ruby Institute will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. In these cases there is no need for a student to make an individual application for a refund. Refunds will be issued within 28 business days.
- Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the *Application for Refund Form*. The application must include the details and reason for the request. Students who have not completed an *Application to Deferral, Suspension, Withdrawal Form* are not eligible for consideration of a refund or reduction in fees.
- The refund assessment will be based on reviewing the services provided to the student and the costs incurred by Ruby Institute to provide those services.
- The outcome of the refund assessment will be provided in writing to the student's registered address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our Complaints and Appeals Policy and Procedures.
- A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.

6. Refunds for international students

- Application Fee and RPL Application Fees are due upon applying and are non-refundable.
- Where an application fee was not incurred, for reasons such as special conditions at the time, an administration fee may be charged.



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- Refund application requests placed after course commencement only refers to Tuition Fees. **Material fee is non-refundable after course commencement, except where a full refund applies as detailed below.**

A. Full Refunds

- A full refund of any course fees paid will be provided to students in any of the following circumstances where a course does not start on the starting date outlined in the Letter of Offer:
 - If Ruby Institute is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
 - If a student cannot commence the course because of unforeseen circumstances. At the discretion of Ruby Institute's CEO or approved representative, student may be eligible for a full refund.
- **Claiming a full refund**
 - Provider default: In the above situations, Ruby Institute will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. In these cases, there is no need for a student to make an individual application for a refund.
 - Refunds will be issued within 28 business days.

B. Partial Refunds

- Provider default:
 - Partial refunds will be paid in the event of partial provider default (where the course has started but cannot be delivered in full by the provider). The refund will be calculated from the day of the default as per section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.
 - Partial refunds will also be provided in the same manner as for provider default (as above) where Ruby Institute fails to enter into a written agreement with a student or the Student Agreement is not compliant with the requirements of the ESOS Act or the National Code.
- Student default:
 - Students who withdraw from a course may seek a refund by making an application for a refund in writing using the *Application for Refund Form*. The application must include the details and reason for the request. Students will also be required to provide documentation to support their circumstances.
 - If an international student's visa application is refused before commencing their course, Ruby Institute will deduct an administrative fee of \$300, and will refund the remaining fees (tuition and any non-tuition) received from its initial deposit.
 - If an international student's visa application is refused after the commencement date, Ruby Institute will charge an administration fee of \$300. The tuition fee paid for the current term is non-refundable.
 - Where a student chooses to withdraw, Ruby Institute will charge an administration fee of \$500. The tuition fee paid for the current term is non-refundable.



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- **Claiming a partial refund:**

- Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the *Application for Refund Form*. The application must include the details and reason for the request. Students who have not completed an *Application to Deferral, Suspension, Withdrawal Form* are not eligible for consideration of a refund or reduction in fees.
- The refund assessment will be based on reviewing the services provided to the student and the costs incurred by Ruby Institute to provide those services.
- The outcome of the refund assessment will be provided in writing to the student's registered address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our Complaints and Appeals Policy.
- A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.

C. Circumstances in which a refund will not be paid

- Students are not entitled to a refund in the following circumstances:
 - Where Ruby Institute terminates the student's enrolment because of a failure to comply with Ruby Institute policies, misbehaviour or unsatisfactory course progress or attendance.

7. Recording and payment of refunds

- Refunds will be paid to the person or organisation that made the original payment. Student can also nominate specified person to receive the refund in writing.
- Refund assessments can be appealed following our Complaints and Appeals Policy and Procedure.
- Records of refund assessments and issuance of refunds will be stored securely on the student's file and in our accounts keeping system.

8. Publication

- Ruby Institute will publish this policy in the Student Handbook and on its website.