



Student Fee Payment and Refund Policy & Procedures

Contents

Purpose	2
Definitions	2
Policy	
1. Protection of fees paid in advance	3
2. Fees and refund information	3
3. Course fee inclusions	5
4. Payments	7
5. Impact of outstanding fees on course enrolment	7
6. Refunds for international students	8
7. Refunds for Domestic students	11
8. General	12
Grievance Procedures	12
Document Control	12



Purpose

The purpose of this policy and procedure is to provide a framework to deal with student fee payments and fee refunds for all prospective, commencing and re-enrolling students at Sheffield College. This policy ensures that Sheffield is able to deal with student and stakeholder requests in a clear, transparent, effective and expedient manner.

This contributes to Sheffield College'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 Act (ESOS Act), 2000* and the *Education Services for Overseas Students (Calculation of Refund) Specification 2014*.

Definitions

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

DET means the Department of Education and Training

DHA means the Department of Home Affairs

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

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

Provider default means where any of the following happens:

- the course does not commence on the agreed commencement date.
- the course ceases to be provided at any time after it commences but before it is completed; or
- the course is not provided in full to a student because a sanction has been imposed on Sheffield

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

Student default means where any of the following happens:

- A student not commencing a course on the agreed start date as nominated on the CoE and in the student written agreement.
- A student cancelling their enrolment in a course (this includes an abandonment of the course before its completion).
- A student failing to pay an amount he or she was liable to pay to the provider, directly or indirectly, to undertake a course.
- A student breaching a condition of his or her student visa; or misbehaviour by a student as per the student code of conduct.

Study Term Fee means **one (1)** semester fee

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

The College or Sheffield means **Sheffield College**



Policy

1. Protection of fees paid in advance

- Sheffield protects the fees that are paid in advance by both domestic and international students.
- For domestic students, fee protection is ensured by way of Sheffield not collecting more than \$1,500.00 in advance for training and assessment not yet provided, either prior to course commencement or at any stage during a students course.
- For international students, fee protection is ensured as follows:
 - o Sheffield does not require international students to pay more than 50% of their course fees prior to course commencement. However, students can pay more than 50% of their course fee prior to course commencement, if they choose to do so and will require a declaration to be signed.
 - o Sheffield 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.
- All course fees are held in a separate bank account that can only be drawn down when the student commences. The course fees are held separately from the day-to-day operating bank account, so that if a refund is payable before a student commences, a refund can be made in a timely way without impacting the financial operations of the business or recourse to the fee protection measures in place.

2. Fees and refund information

- Sheffield cannot guarantee that students will successfully complete the course in which they enrol, regardless of whether all tuition fees have been paid or not.
- Fee information relevant to a course is outlined in detail on the Student Agreement and summarised on the Course Outline. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment.
- The Student Agreement and the Student Handbook which is 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 Agreement in acknowledgement of the terms and conditions of the enrolment and this policy.
- Fee information provided to domestic and international students include:
 - o All course fees, including tuition and non-tuition fees, the period for which it covers and payment schedules for when those fees will be due.
 - o Any additional charges that may apply and the circumstances in which they apply.
 - o This fees and refunds policy.
 - o Payment Options
 - o The potential for changes to fees over the duration of the course.
 - o Domestic students are not requires to pay more than \$1500 upfront for course fees.
 - o International students are required to pay one (1) semester fee upfront on enrolment.
- Sheffield offers flexible payment options, and students can request that the fees be paid by



way of an Instalment Payment Plan either in monthly or termly payments.

Domestic Students

- As part of the pre-enrolment process students are informed of the fees and other charges prior to enrolment.
- Domestic students can be categorised as :
 - Fee-for-Service students
 - Subsidised Students
 - Concession Holder Students.
- Domestic students may apply for government funding to study at Sheffield. Students must meet the government funding criteria to be eligible for funded training. Students will be required to provide the funding evidence prior to commencement in a training/course.
- A student enrolling in a government funded course at Certificate IV level and below, will be charged the concession fee of 20% of the standard tuition contribution fee. For a student to qualify for a concession fee, the student must hold either one of the following at the time of enrolment:
 - o Health Care Card Issued by the Commonwealth; or
 - o Pensioner Concession Card;or
 - o Veterans Gold Card; or
 - o An alternative card or concession eligibility criterion approved by the Minister.
- All students receiving subsidised training are required to pay the administration and materials fee charges when they enrol in the funded course.
- Additional fee for service, tuition fees or Student Course Fees may apply to Government funded students who are required to repeat units/subjects, where the course funded hours have exceeded the maximum funded claimable hours set by the Government.
- Where an employer is paying for a student's course, an Employer Agreement will be provided at the time of enrolment outlining the total fees, payment terms and schedule of payments applicable.
- Fee for service student will not be invoiced more than \$1500 in advance at any one time to access the training services at Sheffield.
- Students who are fee for service students enrolling in a Diploma or Advanced Diploma level course may choose to apply for a Vet Student Loan (VSL) to pay their fee.
- A VSL is a loan from the Commonwealth Government that is required to be repaid through the Australian Taxation system once the individual reaches the minimum income threshold level of repayment. More information is available at <https://www.education.gov.au/vet-student-loans>
- Students must apply for their VSL no later than 48 hours after enrolling in their chosen course of study at Sheffield.
- Census dates for each study period are predetermined and the student will not incur VET Student Loan liability until after the census date. The census dates are determined as a minimum of 20% through the study period.
- In the event a student withdraws after the census date from their course of study, all tuition fees due are payable to Sheffield College upon demand.

International Students

- 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. For international students, the written agreement also specifies:
 - o upfront payment options including that:
 - the College does not require international students to pay more than 50% of the course upfront where the course is 25 weeks or more in duration, however may require it for courses that are shorter than 25 weeks.
 - International students (or the person paying fees on their behalf) may choose to pay more than 50% tuition fees before their course commences.
 - Where a student chooses to pay more than 50% upfront, the remaining amount will be collected according to an agreed payment schedule.
- all tuition fees payable by the student for the course and, the periods to which those tuition fees relate.
- details of any non-tuition fees the student may incur, including fees that may be incurred as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply.
- advice on the potential for changes to fees over the duration of a course.
- a statement that “This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies”.
- refund requirements that apply if the student defaults in relation to a course at a location.
- amounts that may or may not be repaid to the student (including any tuition and non-tuition fees collected by education agents on behalf of the College).
- processes for claiming a refund.
- the specified person(s), other than the student, who can receive a refund in respect of the student identified in the written agreement, consistent with the ESOS Act.
- a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS.

If an international student enrolls in a packaged course or series of courses at Sheffield, a non-refundable Registration fee of \$500.00 is payable for each subsequent course. When the student commences studies in the subsequent courses, this Registration fee will be applied as payment towards the student's tuition fee in that particular course.

3. Course fee inclusions

- The Student Agreement will clearly itemise all course fees, including both tuition and non-tuition fees as they apply to the individual student enrolment offer.
- Tuition fees payable to Sheffield include:
 - o All of the training and assessment required for students to achieve the qualification or course in which they are enrolling within the attempts allowed.
 - o A copy of the required text books and/or learning materials for each student unless otherwise stated on the Course Outline and Written Agreement
 - o Issuance of one set of certification documents including the testamur (certificate) and record of results or Statement of Attainment (in the case of withdrawal or partial



completion) and record of results.

- Tuition fees payable to Sheffield may include, if applicable:
- Recognition of Prior Learning (RPL) Fees – an application fee of \$250 and per unit cost of \$350.00 for the RPL.
- Re-sit fee- this applies, where a student fails to achieve a satisfactory outcome after two (2) attempts at an assessment task. The re-sit fee for a theoretical assessment is \$125.00 and \$ \$175-00 for a practical assessment.
- Re-enrolment fee – A fee of \$350-00 applies when a student is marked as Not Yet Competent at the end of the term of study as defined in the Course Progress.
- Material fees may include training and assessment resources. For automotive related courses this would include one-time issuance of Personal Protective Equipment (PPE) and text book or materials unless stated otherwise in the Course Outline and Written Agreement.
- Additional Fees and Charges are the non-tuition fees which may be payable to Sheffield in some circumstances/as applicable to the student. This includes:

Note: All Fees are in Australian Dollars / All non-tuition fees are non-refundable	
Application Fee – Non Refundable	\$295-00
Late Payment fee charge (per week)	\$30
Application to Withdraw	\$300
Application to Defer	\$250
Application to Prepone Enrolment	\$50
Application for Suspension of Studies/Leave of Absence	\$250
Change of Course Request	\$250
Credit Cards Payment Surcharge	1.50%
Registration Fee for each subsequent course if not applied as credit towards tuition fee	\$500 per qualification
Re-assessment of an individual assessment within a scheduled unit during the term after the number of re-submissions have been exhausted	\$125 – Theory \$175 - Practical
Development and Variation of Fee Instalment Payment Plan	\$150
Issuance of Travel Concession Card	\$10
Reissuance of Student Id card	\$10
Change of Course Fee	\$250
Postage and Service Charges	Actuals+ \$50
Extension of Confirmation of Enrolment	\$250
Re-enrolment or Re-instatement of Enrolment	\$250
Re-enrolment in Unit of Competency	\$350
Document Request Fee (10 working days turn-around)	\$15
Express Document Request Fee (48 hours turn-around)	\$50
Re-issuance of Academic Transcript/ Course Completion Letter /Logbook	\$50 each



Re-Issuance of Statement of Attainment/or Testamur of qualification	\$150
National Recognition	\$100

Fees payable to Sheffield do not include:

- Stationery such as paper and pens.
- Airport pick up or drop off
- Excursions (unless stated on the Course Outline)

4. Payments

- Payments can be accepted by electronic transfer (EFT), direct debit or credit card.
- Students who are experiencing difficulty in paying their fees are invited to contact the Student Support Officer to make alternative arrangements for payment during their period of difficulty.
- Receipts of payments made by international students will be kept for at least two years after the person ceases to be an active student.
- In the event a student abandons the course, all fees due are payable to Sheffield on demand.

5. Impact of outstanding fees on Course Enrolment

- The student will be suspended or have their enrolment cancelled. Where students fail to pay their fees and do not contact the Student Support Officer to resolve the issue, Sheffield may initiate suspension or cancellation of the student's enrolment as per Sheffield's Deferment, Suspension and Enrolment Policy and Complaints and Appeals Policy,
- If the student is studying a package of courses and if the fees is overdue in the first course, then the student will not be allowed to commence classes for the following course until those fees are paid in full.
- Where a student is enrolled in a packaged course or series of courses,, or concurrent courses at Sheffield, the College has a right to suspend services for all the courses that the student is enrolled in, if the fee account for any one of this courses is in arrears.
- The student will not be allowed to avail any services at Sheffield until the fee is up to date.
- If the student has an outstanding fees, the student will lose the right to graduate from Sheffield. The student will not receive a certificate, testamur, statement of attainment, end of course report, or any other academic documents until the fees are paid in full.
- Debts may be referred to a debt collection agency or lodged in appropriate courts where fees are more than 40 days past due.

6. REFUNDS FOR INTERNATIONAL STUDENTS

- In accordance with section 47B of the ESOS Act, Sheffield College enters into a written agreement (offer letter) with each overseas student or intending overseas student that sets out the refund requirements that apply if the student defaults.
- Student default occurs when:
 - o The student does not commence the course on the date specified in the student's Confirmation of Enrolment (CoE) and does not notify Sheffield; or



- o The student fails to pay any monies for which he/she was liable to pay to Sheffield, directly or indirectly; or
- o The student breaches a condition of student visa; or
- o If after deferring, a student gives written notice that the student does not wish to continue/start their studies.
- o Student fails to either commence his/her studies or continue studies on account of visa refusal.
- o Student withdraws from the qualification before commencing the qualification and /or decides not to proceed with student visa application.
- o Misconduct or Misbehaviour by the student.
- o Abandonment of studies:
 - A student abandons his/her course without formally cancelling his or her enrolment with Sheffield.
 - Where a student has received a packaged offer for a combination of courses, and does not commence in the second or subsequent course.
- Packaged Course Offers
 - o Students enrolled in a package of courses seeking a refund after completing any course other than their principal course of study, but prior to completing six months of their principal course will be considered to have defaulted after the commencement date and will be dealt with in accordance with refunds in the event of student default.
 - o Where a student is enrolled in a package of courses at Sheffield and is eligible for a refund, the refund amount will be calculated based on fees for each of the individual courses.
- Student Default
 - o In the event of a student default, the refund will be assessed on the basis of the student's request for refund as provided in the table below:

Refund Entitlements – Provider Default		
Circumstances	Refund Amount	Evidence
Onshore and Offshore - visa refusal before course commencement	Full refund of tuition fee not including Application fee 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 from the student less the following amount: the lesser of: (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 (b) the sum of \$500 Refund will be issued within 28 days of receipt of complete application.	<ul style="list-style-type: none"> • Application for Refund • Proof of Visa Refusal



<p>Onshore-student visa refusal and student has withdrawn after course commencement date</p>	<p>a) Application and material fee is non-refundable. b) Refund of unused Tuition Fee calculated as follows: (In accordance with Section 46A of the ESOS Act) unspent total tuition fees will be refunded, to be calculated as follows: – The weekly tuition fee multiplied by the weeks in the default period (calculated from the the day on which the course ceases to be provided). If a student's visa is refused due to fraudulent documents or misleading information the student is not entitled to any refund.</p>	<ul style="list-style-type: none"> • Application for Refund • Proof of visa refusal
<p>Changes in student visa status (e.g. becomes temporary or permanent resident or applied for protection visa) during valid enrolment period</p>	<p>No refund for current study period but full refund less administrative charge of \$500 for subsequent term of study. Application fee and material fee is not refundable Refund will be issued within 28 days of receipt of complete application.</p>	<ul style="list-style-type: none"> • Application for refund • Visa grant letter
<p>Onshore and Offshore students - Withdrawal before CoE issuance</p>	<p>Full refund less administrative fee of \$500 per qualification.</p>	<ul style="list-style-type: none"> • Application for Refund
<p>All students – if the student withdraws before the course commencement date for reasons other than visa refusal</p>	<p>At 90 days or more from course commencement, the student will be granted a full refund less \$500 administrative fee; At day 60 but less than 90 days from course commencement the student will be granted 70% refund for the first study term less \$500 administrative fee; <i>If only a deposit or part payment towards the study term fee has been made, the student is still required to pay the difference up to 30% of the total fee for that study term.</i> At day 41 but less than 60 days from course commencement the student will be granted 50% refund for the first study term less \$500 administrative fee; <i>If only a deposit or part payment has been made, the student is still required to pay the difference up to 50% of the total fee for that study term.</i> At 40 days or less from course commencement, the student will not be entitled to any tuition fee or material fee refund. <i>If only a deposit or part payment has been made, the student is still required to pay the full study term fee.</i></p>	<ul style="list-style-type: none"> • Application for Refund
<p>If the student has pre-paid more than 1 study Period (semester) fee, any subsequent tuition and material fee will be refunded in full.</p>		



Abandonment of studies	No refund <i>If only part payment of fees has been made for the study period, the student is still required to pay the balance for the full study term fee.</i>	• Application for Refund
On-shore – After course commencement, the student applies to withdraw because of a change in student visa status (eg. Changes to spouse, temporary or other visa subclasses with no limitation to study)	No refund <i>If only part payment of fees has been made for the study period, the student is still required to pay the balance for the the full study term fee.</i>	• Application for Refund
Onshore- After commencement of studies, if the student's enrolment is terminated by Sheffield due to fraudulent or bogus documents submitted as part of the application process (including the Genuine Temporary Application)	No refund <i>If only part payment of fees has been made for the study period, the student is still required to pay the balance for the the full study term fee.</i>	• Application for Refund

- Exemptions to the above-mentioned cases may only occur at the strict discretion of the management; based on approval from the CEO where there are extenuating or compassionate grounds upon providing supporting documentary evidence.
- Sheffield will make payment of refunds within 28 days of receipt of a complete application for refund.
- Unspent Overseas Student Health Cover be recoverable from the insurance provider. A separate application will need to be made in this event to the provider.

Provider Default

In the unlikely event of a Provider Default or if Sheffield is required to cancel due to insufficient numbers or unforeseen circumstances, a fee refund will be assessed as

Refund Entitlements – Provider Default	
Notification Period	Refund amount
Before course commencement	Full refund of any course fee paid



After course commencement	<p>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.</p> <p>Alternatively, the student may be ordered enrolment in an alternative course at Sheffield at no extra cost to the student. The student has the right to choose whether to take a refund of the course fees paid to date, or to accept a place in another course. If the student chooses placement in another course, Sheffield will ask the student to sign a document to indicate acceptance of the placement.</p> <p>No refund is required if within 14 days the student is offered and accepts a place in an alternative course to be paid for by Sheffield.</p>
---------------------------	--

In any of the above situations, Sheffield 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.

- If Sheffield fails to discharge its obligation as outlined above, TPS (Tuition Protection Scheme) director provides student with options for suitable alternative course. Payments can be made from the Overseas Students Tuition Fund to refund students, and to reimburse providers who provide students with alternative courses.

7. REFUNDS FOR DOMESTIC STUDENTS

- In the unlikely event that Sheffield is unable to deliver the course or any portion of the course as agreed, the student will be issued with a refund for the course or portion of course that was not provided in accordance with the refund circumstances. This includes the following reasons:
 - o Where Sheffield ceases operations;
 - o Where Sheffield ceases to deliver the course in which a student is enrolled and the agreement is terminated
 - o Where Sheffield needs to make a change to the terms of the student agreement and a new agreement cannot be reached with the student for the changes.
- In any of the above situations, Sheffield 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 4 weeks.
- 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
- Where a student withdraws, transfers or cancels prior to course commencement, a refund will be made as follows:



Notification period	Refund amount
In writing, more than thirty (30) calendar days prior to course commencement	100% of the tuition and material fee (paid by the student) less the Administration fee of \$250
In writing, at thirty (30) but more than ten (10) calendar days prior to course commencement.	70% of the tuition fee less the Administration fee of \$250. No refund of material fee.
In writing, at ten (10) calendar days or less prior to course commencement.	50% of the tuition fee less the Administration fee of \$250.00. No refund of material fee.

No tuition fee and material fee is refundable where a student withdraws, transfers or cancels after course commencement.

- The outcome of the refund assessment will be provided in writing to the student's registered address within four (4) weeks, 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.
- Exemptions to the above-mentioned cases for refund, may only occur at the strict discretion of the management and based on approval from the CEO where there are extenuating or compassionate grounds upon providing supporting documentary evidence.

8. General

- Students 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.
- In order for a refund to be payable, the funds must be available (e.g. cheques are cleared, telegraphic transfers received), and any debts to Sheffield must be paid in full or the outstanding amounts will be deducted from the refund.
- Refunds will only be made to the student, unless the student nominates a third person to receive the payment in the Fee Refund Application.
- The Refund application will only be processed if the signature on the refund application form matches the student's signature on the application documents provided by the student to Sheffield.
- In the case of provider default the refund will be paid within 2 weeks (section 27 ESOS Act 2000) from the date that application is received.
- All debts to the College must have been paid before any refund can be calculated with any outstanding amounts to be deducted from the refund.
- Payments will be processed within 4 weeks of receipt of a written application and will include a refund letter explaining how the refund was calculated.
- The outcome of the refund assessment will be provided in writing to the student's nominated e-mail address within 4 weeks of receiving the completed application form, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following the College's Complaints and Appeals Policy.
- For the student under 18 years of age, Sheffield will report changes to student enrolment within 14 days where the student either does not commence the course or terminates the study. This ensures extra protection for this vulnerable group of students.

Grievance Procedures

- Students who believe they have been charged an incorrect fee or given an incorrect refund are entitled to dispute the decision using Sheffield College's Complaints & Appeals procedure.



- Any appeal regarding decisions relating to this policy should be lodged in writing with Sheffield within 20 working days of the student receiving the original decision from Sheffield. Written appeals should be addressed to the Compliance Manager.

Sheffield's refund policy and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws and to pursue other legal remedies.

Document Control

Document No. & Name:	Fees and Refund P&P
Author:	Compliance Department
Status:	Approved
Approved By:	CEO
Standards (SRTOs):	Clause 5.3; 7.3; Schedule 6; Schedule 6;
Standards (National Code):	Standard 2, 3