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## Purpose

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

This contributes to Kingsway 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

**DESE** means the Department of Education, Skills and Employment

**Default day** means (as applicable to the type of default):

- the agreed starting day of the course
- the day on which the course ceases to be provided; or
- the day on which the student withdraws from the course; or
- the day on which Kingsway College refuses to provide, or continue providing, the course to the student.

**DHA** means the Department of Home Affairs

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

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

**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](http://www.asqa.gov.au)

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

**tuition fee refund amount** is the weekly tuition fee multiplied by the weeks in default period<sup>1</sup>.

**weekly tuition fee** is (the total tuition fees divided by the number of calendar days in the course) multiplied by seven<sup>2</sup>.

**weeks in default period** is (the number of calendar days from the default day to the end of the period to which the payment relates) divided by seven and rounded up to the next full number<sup>3</sup>.

## Policy

### 1. Protection of fees paid in advance

- Kingsway College protects the fees that are paid in advance by both domestic and international students.
- For domestic students, fee protection is ensured by ensuring that Kingsway College never collects more than \$1,500 in advance for training and assessment not yet provided, either prior to course commencement or at any stage during a student’s course.
- For international students, fee protection is ensured as follows:
  - Kingsway College 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.
  - In accordance with Section 27 of the ESOS Act, 2000 (Cth), Kingsway College does not require international students to pay more than 50% of their course fees prior to course commencement. Note, however, that where a course is less than 25 weeks, Kingsway College may require students to pay the full cost of the course prior to course commencement.
  - All tuition fees paid in advance will be held in a separate bank account that can only be drawn down once the student has commenced their course. For the purposes of this policy, this bank account will be referred to as the trust account. These tuition fees are held in the trust account, separate 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. The trust account is maintained with an Australian owned ADI (authorised deposit taking institution).
  - Kingsway College will ensure all fees received for international students are paid into this account within five days of receiving the funds.

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<sup>1</sup> From the *Education Services for Overseas Students (Calculation of Refund) Specification 2014* [accessed <https://www.legislation.gov.au/Details/F2014L00907> 21/07/2020]

<sup>2</sup> From the *Education Services for Overseas Students (Calculation of Refund) Specification 2014* [accessed <https://www.legislation.gov.au/Details/F2014L00907> 21/07/2020]

<sup>3</sup> From the *Education Services for Overseas Students (Calculation of Refund) Specification 2014* [accessed <https://www.legislation.gov.au/Details/F2014L00907> 21/07/2020]

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- Kingsway College ensures that, at all times, there is a sufficient amount in the trust account to repay all tuition fees paid in advance to every international student or incoming international student in respect of whom it has received tuition fees for; and who have not yet begun the course for which has been paid.
- Kingsway College will only draw down from the trust account if:
  - A refund needs to be made for tuition fees paid in advance
  - Kingsway College has arranged for a student to be offered a place in an alternative course at its own expense and the amount is withdrawn to pay the alternative provider that students fees.
  - The amount is withdrawn to pay the TPS Director.

### 2. Communicating fees and refund information

- Kingsway College cannot guarantee that students will successfully complete the course in which they enrol, regardless of whether all tuition fees have been paid or not.
- As Kingsway College does not use direct approach marketing or tele-sales, no cooling-off period applies to its courses.
- Fees information relevant to each course is outlined in detail on the Student Agreement and summarised on the Course Outline as well as in Kingsway College's Student Handbook. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment and commencement of training.
- The Student 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 Agreement in acknowledgement of the terms and conditions of the enrolment and this policy.
- Fee information provided to domestic and international students includes:
  - All course fees and payment schedules for when those fees will be due.
  - Any additional charges that may apply and the circumstances in which they apply.
  - This fees and refunds policy.
- Where tuition fees are required to change due to unforeseen circumstances, Kingsway College will advise students in writing of the reasons and allow students to receive a full refund of unused tuition fees where a revised payment agreement with the student cannot be reached for the additional fees.

### 3. Written agreements for 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:
  - upfront payment options including that:
    - Kingsway 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.

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- 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 Kingsway 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.

### 4. 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 Kingsway College include:
  - All of the training and assessment required for students to achieve the qualification or course in which they are enrolling within the attempts allowed.
  - One copy of the required text books and learning materials for each student unless otherwise stated on the Course Outline (may be separately outlined as a materials fee).
  - 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).
- Additional tuition fees payable to Kingsway College may include if applicable:
  - RPL Fees (application and per unit costs). These fees are not refundable.
- Non-tuition fees which may be payable to Kingsway College in some circumstances/as applicable include:
  - A non-refundable enrolment fee as indicated in the Course Outline and Student Agreement. This is only refundable if Kingsway College is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
  - Materials fees that are required for purchasing/preparing materials needed to complete the course
  - Additional fees that apply for re-enrolment, where a student fails to achieve a satisfactory outcome after three attempts at an assessment task.
  - Re-issuance or additional copies of certification documents
  - Postage Fees

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- Fees for deferral of study, late payment of tuition fees, or other circumstances in which additional fees may apply.
- 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 Agreement.
- Printing and photocopying charges
- Credit Card or other surcharges
- Fees for insurance to be organised by Kingsway College
- Deferral, suspension or transfer fees
- Non-tuition fees are generally not refundable, unless special circumstances apply and/or products or services have not been provided.
- Fees payable to Kingsway College do not include:
  - Personal computers, cameras or personal devices that might be needed to complete coursework.
  - Uniform (if required for placement)
  - Stationery such as paper and pens.
  - Airport pick ups
  - Excursions (unless stated on the Course Outline)

### 5. Payments

- Payments can be accepted by Electronic Funds Transfer, cheque or money order.
- 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 may be referred to a debt collection agency where fees are more than 40 days past due.
- Kingsway College reserves the right to suspend the provision of training 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 on time will receive two warnings regarding non-payment of fees and thereafter will be reported to the Department of Home Affairs (DHA) via PRISMS under student default.
- Receipts of payments made by international students will be kept for at least two years after the person ceases to be an active student.

### 6. Refunds process - where a student withdraws or is withdrawn from the course

- 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 who are withdrawing and have not completed a Withdrawal Form are not eligible for consideration of a refund.
- Applications will be considered in accordance with the refund circumstances outlined below. The outcome of the refund assessment will be provided in writing to the student's registered address within 4 weeks, outlining the decision and reasons for the decision along with any applicable refund or adjustment note.

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- Refunds will be issued within four weeks.
- Refunds will be paid to the student or another person where this is specified the student's written agreement.
- Refund decisions can be appealed following Kingsway College's *Complaints and Appeals Policy*.

### 7. Refunds due to an International Student's Visa Refusal (student default)

Reference	Circumstance	Refund entitlement and calculation
7A	<p>The student has defaulted due to Visa refusal that directly or indirectly caused the student to default in relation to the course in one of the following ways:</p> <ul style="list-style-type: none"> <li>– the student's failure to start the course at the location on the agreed starting day.</li> <li>– the student's withdrawal from the course at that location on or before the agreed starting day.</li> </ul> <p>And:</p> <ul style="list-style-type: none"> <li>– the written agreement meets the requirements of clause 3 of this policy (see 12A).</li> </ul> <p>This remains applicable in the instance that Kingsway College is no longer a registered CRICOS provider.</p>	<p>(In accordance with Section 47E of the ESOS Act, 2000 and Section 9 of the ESOS Education Services for Overseas Students Calculation of Refund Specification, 2014)</p> <p>The total course fees (all tuition fees and non-tuition fees received) minus the lesser of the following amounts:</p> <ul style="list-style-type: none"> <li>a) 5% of the amount of course fees received by the provider in respect of the student before the default day.</li> <li>b) \$500.</li> </ul>
7B	<p>The student has defaulted due to Visa refusal that directly or indirectly caused the student to default in relation to the course in one of the following ways:</p> <ul style="list-style-type: none"> <li>– the student's withdrawal from the course at that location (after the start date)</li> <li>– the student's failure to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course at that location.</li> </ul> <p>And:</p> <ul style="list-style-type: none"> <li>– the written agreement meets the requirements of clause 3 of this policy (see 12A).</li> </ul> <p>This remains applicable in the instance that Kingsway College is no longer a registered CRICOS provider.</p>	<p>(In accordance with Section 47E of the ESOS Act, 2000 and section 10 of the ESOS Education Services for Overseas Students Calculation of Refund Specification, 2014)</p> <p>The weekly tuition fee x weeks in default period (calculated from the day on which the student was withdrawn)</p>

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### 8. Refunds due to an International Student withdrawing (student default)

Reference	Circumstance	Refund entitlement and calculation
8A	<p>The student withdraws from the course at the specified location more 10 weeks before the expected commencement date and:</p> <ul style="list-style-type: none"> <li>- this is not due to Visa Refusal (see 7A).</li> <li>- the written agreement meets the requirements of clause 3 of this policy (see 12A).</li> </ul>	<p>(This is a student default per Section 47A of the ESOS Act, 2000)</p> <p>Full refund of course fees paid less maximum of 10% or \$1,000, whichever is the lesser, for administrative expenses.</p>
8B	<p>The student withdraws from the course at the specified location more 4 weeks and up to 10 weeks before the expected commencement date and:</p> <ul style="list-style-type: none"> <li>- this is not due to Visa Refusal (see 7A).</li> <li>- the written agreement meets the requirements of clause 3 of this policy (see 14A).</li> </ul>	<p>(This is a student default per Section 47A of the ESOS Act, 2000)</p> <p>70% refund of course fees paid less maximum of 10% or \$1,000, whichever is the lesser, for administrative expenses.</p>
8C	<p>The student withdraws from the course at the specified location up to 4 weeks before the expected commencement date and:</p> <ul style="list-style-type: none"> <li>- this is not due to Visa Refusal (see 7A).</li> <li>- the written agreement meets the requirements of clause 3 of this policy (see 14A).</li> </ul>	<p>(This is a student default per Section 47A of the ESOS Act, 2000)</p> <p>40% refund of course fees paid less maximum of 10% or \$1,000, whichever is the lesser, for administrative expenses.</p>
8D	<p>The student withdraws from the course at the specified location after they commence the course.</p> <ul style="list-style-type: none"> <li>- this is not due to Visa Refusal (see 7B).</li> <li>- the written agreement meets the requirements of clause 3 of this policy (see 14A).</li> </ul>	<p>(This is a student default per Section 47A of the ESOS Act, 2000)</p> <ul style="list-style-type: none"> <li>- No refund</li> </ul>

### 9. Refunds due to a Domestic student withdrawing (no default applicable)

Reference	Circumstance	Refund entitlement and calculation
9A	<p>Student cancels or withdraws from a course at any time.</p>	<p>The refund assessment will be based on reviewing the services provided to the student and the costs incurred by</p>

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Reference	Circumstance	Refund entitlement and calculation
		Kingsway College to provide those services as a portion of the whole. This includes considering administrative costs, direct delivery hours provided as well as resources provided.

### 10. Refunds due to an international student not commencing their course (student default)

Reference	Circumstance	Refund entitlement and calculation
10A	<p>The student does not commence the course at the specified location on the agreed starting date and has not withdrawn, deferred or have had their request for an alternative start date approved by Kingsway College and:</p> <ul style="list-style-type: none"> <li>- this is not due to Kingsway College cancelling or postponing the course (see clause 7 and 15).</li> <li>- this is not due to Visa Refusal (see 9A).</li> <li>- the written agreement meets the requirements of clause 3 of this policy (see 12A).</li> </ul>	<p>(This is a student default per Section 47A of the ESOS Act, 2000)</p> <p>No refund of enrolment deposit or tuition fees paid for first study period.</p> <p>Where paid upfront for subsequent study periods</p> <ul style="list-style-type: none"> <li>- the weekly tuition fee multiplied by the weeks in the default period (calculated from the agreed starting day of the course)</li> </ul>

### 11. Refunds due to Kingsway College cancelling an international student's enrolment (student default)

Reference	Circumstance	Refund entitlement and calculation
11A	<p>Kingsway College cancels a student's enrolment following formal notice and appeal period, due to:</p> <ul style="list-style-type: none"> <li>- academic misconduct, misbehavior or failure to comply with Kingsway College's policies or student code of conduct</li> <li>- Visa condition breaches</li> <li>- failure to pay fees in accordance with the written agreement</li> <li>- unsatisfactory course progress or attendance</li> </ul> <p>and</p>	<p>(This is a student default per Section 47A of the ESOS Act, 2000)</p> <p>Unspent total tuition fees will be refunded, to be calculated as follows:</p> <ul style="list-style-type: none"> <li>- The weekly tuition fee multiplied by the weeks in the default period (calculated from the date of cancellation of enrolment – following the appeal period).</li> <li>- Minus up to four times the weekly tuition fee (if paid).</li> </ul>



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Reference	Circumstance	Refund entitlement and calculation
	– the written agreement meets the requirements of clause 3 of this policy (see 14A)	
11B	If a student has supplied incorrect or incomplete information and as a result Kingsway College withdraws the offer prior to commencement of the course.	<p>Half of the tuition fees paid for the first study period and all of the tuition fees paid for remaining study periods to be calculated as follows:</p> <ul style="list-style-type: none"> <li>– For the first study period - 50% of the weekly tuition fee multiplied by the weeks in the default period (calculated from the day on which the offer is withdrawn by Kingsway College).</li> <li>– For subsequent study periods - the weekly tuition fee multiplied by the weeks in the default period</li> </ul>

### 12. Refunds where an international student has defaulted but the written agreement is non-compliant (provider default)

Reference	Circumstance	Refund entitlement and calculation
12A	<p>The international student has defaulted (either withdrawn, not commenced on the agreed date, failed to pay fees as agreed or had their visa cancelled or refused) and Kingsway College fails to enter into a written agreement with a student that meets the requirements set out in clause 3 of this policy.</p> <p>This remains applicable in the instance that Kingsway College no longer a registered CRICOS provider.</p>	<p>(In accordance with Section 47E of the ESOS Act, 2000 and Section 8 of the ESOS Education Services for Overseas Students Calculation of Refund Specification, 2014)</p> <p>Unspent total tuition fees will be refunded, to be calculated as follows:</p> <ul style="list-style-type: none"> <li>– The weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).</li> </ul>

### 13. Refunds process - where a course is cancelled by Kingsway College

- In the unlikely event that Kingsway College or any third parties responsible for delivering training and assessment on its behalf, is unable to deliver the course or any portion of the course as agreed, within 14 days of the course ceasing to be delivered, the student will be issued with either:
  - a refund for the course or portion of course that was not provided - see clause 15 for further details.
  - an offer for a placement into an alternative course at no additional cost which the student also accepts in writing within the 14 days from the date the course ceases to be delivered.
- In such cases, Kingsway College will automatically conduct a refund assessment of all affected students and contact students to either offer a suitable alternative course or a refund. In these cases, there is no need for a student to make an individual application for a refund.

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- For international students whose course ceases to be delivered the Tuition Protection Service can assist students in finding an alternative course or to get a refund if a suitable alternative is not found.

### 14. Refunds where Kingsway College cancels a course (provider default)

Reference	Circumstance	Refund entitlement and calculation
14A	Kingsway College fails to start the course on the agreed starting day at the location because of insufficient numbers, unforeseen circumstances or a sanction has been imposed (and the student has not withdrawn before this day).	<p>(In accordance with Section 46A of the ESOS Act) Unspent total tuition fees will be refunded including the enrolment deposit to be calculated as follows:</p> <ul style="list-style-type: none"> <li>The weekly tuition fee multiplied by the weeks in the default period (calculated from the agreed starting day of the course).</li> </ul> <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 Kingsway College.</p>
14B	The course has started but cannot be delivered in full or by Kingsway College, including where a sanction has been imposed (and the student has not withdrawn before the default day).	<p>(In accordance with Section 46A of the ESOS Act) Unspent total tuition fees will be refunded, to be calculated as follows:</p> <ul style="list-style-type: none"> <li>The weekly tuition fee multiplied by the weeks in the default period (calculated from the day on which the course ceases to be provided).</li> </ul> <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 Kingsway College.</p>

### 15. Refunds due to other / compassionate reasons (no default)

Reference	Circumstance	Refund entitlement and calculation
15A	If the student receives credit for units within a course for which they have already paid and not undertaken with Kingsway College	<p>Calculated on a pro-rata basis i.e. the total course fees divided by the number of units.</p> <p>The student will receive a refund for the number of units for which they have received credit for with consideration for any relevant training and assessment that has been undertaken.</p>
15B	If a student cannot complete or commence a course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).	<p>At the discretion of Kingsway College's CEO or approved representative</p> <ul style="list-style-type: none"> <li>The weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).</li> </ul>

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Reference	Circumstance	Refund entitlement and calculation
15C	If a student cannot complete or commence a course because of other special or extenuating including political, civil or natural events.	At the discretion of Kingsway College's CEO or approved representative – The weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).

### 16. Recording and payment of refunds

- Records of refund assessments and issuance of refunds will be stored securely on the student's file and in our accounts keeping system.

### 17. Default obligations and notification

- Where provider default applies Kingsway College will:
  - record the default in PRISMS (thereby reporting to the Australian Government) within 3 business days of the day of default
  - discharge its obligations within 14 business days of the day of default, by either:
    - offering an alternative suitable course to a student which the student has accepted
    - refunding amounts due in accordance with this policy
  - record outcome of the discharge of its obligations in PRISMS within 21 business days of the day of default
- Where a student defaults for any of the reasons below, Kingsway College will record the default in PRISMS (reporting the student to the Australian Government) within 4 weeks of the day of default:
  - A student has been granted a refund in accordance with this policy
  - A student has been granted a refund due to a non-compliant written agreement
  - The student has defaulted due to Visa refusal for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the course at the location:
    - the student's failure to start the course at the location on the agreed starting day;
    - the student's withdrawal from the course at that location;
    - the student's failure to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course at that location.

### 18. Publication

- Kingsway College will publish this policy in the Student Handbook and in the Student Agreement.

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