



Course Fees and Refund Policy

Purpose

To ensure the Fees and Refund Policy complies with Australian Consumer Law. This policy outlines Fox Education and Consultancy's (FOX)'s approach to managing fees and refunds. It applies to all students studying at FOX.

Policy Statement

Fox Education and Consultancy (FOX) delivers high quality training programs to its students. FOX adjusts its fees and charges based on the specific needs and requirements for the successful delivery of the program and those of the students.

Course fees, payment options and refunds will be applied in an equitable way.

Definitions

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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

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the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or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

1. International Students

The FOX policy on the refund of tuition fees for international students has been developed in accordance with the Education Services for Overseas Students Act 2000 (ESOS Act 2000 as amended), Education Services for Overseas Student Regulations 2001 (ESOS Regulations 2001 as amended) and the **National Code of Practice for Providers of Education and Training to Overseas Students 2018** (the National Code). This policy applies only to all commencing and continuing international students enrolled at FOX, irrespective of who has paid the tuition fees.

This 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.

Protection of fees paid in advance

- FOX protects the fees that are paid in advance by all students.
- For overseas students, fee protection is ensured as follows:
 - o Where a course is 25 or more weeks in duration, FOX will not require overseas students to pay more than 50% of course fees prior to course commencement for courses that are more than 25 weeks in duration. However, FOX 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

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not to pay more than 50% upfront, the remaining amount will be collected according to an agreed payment schedule.

- Where a course is less than 25 weeks, FOX will require students to pay the full cost of the course prior to course commencement.
- FOX pays into the Tuition Protection Service (TPS) provided by the Australian Government.
- All course fees will be 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 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.
- For students who do not require a student visa to study at FOX, fee protection is ensured through the following:
 - FOX does not require a non-overseas student to ever pay more than \$1500 in advance for services not yet provided, either prior to course commencement or at any stage during their course, including enrolment fees, tuition fees, materials fees and any other fee component that is a mandatory payment for the course; and
 - Fees will be paid off during the course in instalments according to an agreed payment plan.

2. Fees information

- Fee information relevant to a course is outlined in detail on *Letter of Offer and Written Student Agreement* as well as FOX's website. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment or commencement of training, whichever is first.
- For overseas 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.
 - All tuition and non-tuition fees are clearly itemised in Letter of Offer and the Written Student Agreement.
- Fee information provided to domestic and overseas 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; and
 - Payment options (including that overseas students may choose to pay more than 50% tuition fees before their course commences).
- Fees are an indicative only and although is correct at the time of publishing, this may change without prior notice.
- FOX cannot guarantee that students will successfully complete the course in which they enrol regardless of whether all fees due have been paid.

3. Tuition fee inclusions:

- Course fees:
 - All of the training 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) and record of results and/or a Statement of Attainment (in the case of withdrawal or partial completion).
- Material fees: These are fees required to access learning and assessment materials on the online learning platform, as outlined in *Letter of Offer and Written Student Agreement*.

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2. Refund of Fees for International Students

2.1. Refund of Tuition Fees

Partial or None Except in accordance with paragraph (2) and (3) below, the FOX policy on refunds to international students is as follows:

1. If FOX makes an offer on the basis of incorrect or incomplete information being supplied by the applicant/student, the offer will be withdrawn and any refund will be at FOX's discretion.
2. Where a student, after accepting an offer of a place, gives written notice before commencement of the teaching period and before the relevant start date of their inability to undertake the course, the tuition fees paid for the study period are refundable less an administrative fee of 10% of the tuition fee for that study period, as applicable.
3. Where a student gives written notice after the commencement of the teaching period, but before the relevant start date, of an inability to commence the course, 50% of the tuition fees for that study period are refundable.
4. Where FOX refuses to provide, or continue providing, a course to the student because the student has breached a condition of his or her student visa the student shall not be eligible for a refund.
5. A student who withdraws or defers from a course for whatever reason after the start date, shall not be eligible for a refund.
6. Refunds of fees are paid back directly to the student's nominated bank account except in the case of fees collected and paid through an education agent. Fees paid through an education agent will be refunded to the education agent's designated bank account and then paid to the student. FOX pays a commission to education agents for recruiting students and it is the responsibility of the education agent to refund fees due including the commission paid.
7. A student who has his/her visa cancelled after the start date shall not be eligible for a refund, other than as required under applicable laws, including the ESOS Act. If a student is refused a student visa for the reasons set out in section 28(4) of the ESOS Act, then the provisions of the ESOS Act, and not this policy, apply regarding any refund.

2.2. Full or Partial Refund of Tuition Fees

FOX may, at its discretion, provide a full or partial refund where:

1. an offer is withdrawn by FOX;
2. FOX is unable to provide the course;
3. a student was not able to meet a condition required for admission that was not part of any packaged admissions arrangements;
4. a student has been excluded by FOX for failure to meet academic progression rules and where fees were paid in advance of notification of the exclusion;

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5. Australian Government authorities have refused to grant a student visa;
6. illness or disability prevents the student from taking up the course;
7. the death of a close family member of the student (parent, sibling, spouse or child) occurs; or
8. other special or extenuating circumstances prevent a student from commencing a course.

2.3 Provider Default

In the unlikely event that FOX is unable to provide the student's course in full

As a registered provider FOX will pay a refund to students in the following circumstances:

1. Refund for provider default: In the case of a default by FOX (cannot offer the course for any reason)
2. FOX will refund all the unused portion of prepaid tuition fees within two weeks of the date of provider default. FOX will also give the student a statement that explains how the refund amount has been calculated. FOX will notify the Secretary (or delegate) and TPS Director within three working days of the provider default and the outcomes of a provider default within seven calendar days.; OR
 - a. The student may be offered enrolment in an alternative course by FOX at no extra cost.
3. The student has the right to choose whether they prefer a refund of the unused portion of prepaid tuition fees, or to accept a place in another course. If the student chooses placement in an alternative course with FOX, the student will be issued with a new Letter of Offer and Written Agreement. The student must accept the offer following the Admissions and Enrolment Policy and Procedure.

If FOX is unable to provide a refund or place the student in an alternative course, the Tuition Protection Services (TPS) administered by the Director of TPS will place the student in a suitable alternative course at no extra cost to the student. Finally, if TPS cannot place the student in a suitable alternative course, the student will be eligible for a refund as calculated by the Fund Manager.

2.3. Packaged Students (refers to any two components treated as one 'package' for Visa purposes e.g an English language provider and FOX)

1. Where a student, having paid a course fee deposit in advance, gives notice in writing to FOX of an inability to undertake the principal course prior to the commencement of term, a refund will be paid of the balance (if any) of the deposit paid, after deducting 10% of the tuition fee payable for the study period.
2. There may be other circumstances where consideration can be given to a full or partial refund of the deposit, such as:
 - a. There is a demonstrated mismatch between the course offered and the student's understanding of the course.
 - b. The student clearly cannot meet the English Language requirements of FOX within a reasonable time frame. To claim a full refund in these circumstances, a student must present a letter from the FOX approved English language provider.
 - c. Any other reason considered acceptable by FOX.

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Refund Payments

1. Refunds of fees are paid back directly to the student's nominated bank account except in the case of fees collected and paid through an education agent. Fees paid through an education agent will be refunded to the education agent's designated bank account and then paid to the student. FOX pays a commission to education agents for recruiting students and it is the responsibility of the education agent to refund fees due including the commission paid.

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| This Policy should be read in conjunction with the following: <ul style="list-style-type: none"> ◆ Standards for Registered Training Organisations (RTOs) 2015 (Standard 6) ◆ Complaints and Appeals Policy ◆ ESOS National Code 2018 Standards 2 and 3 | Date of Origin | January 2020 |
| | Last Review Date | |
| This Policy is directly supported by the following Procedure(s): International Student Admission Procedure | Next Review Date | January 2021 |
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| | Responsibility | All Staff |

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