Australasia College Pty Ltd
RTO ID: 45303 | CRICOS Code: 03659K
ABN: 33 616 949 412
T: +612 8066 0278
E: admissions@austrasia.edu.au
W: www.austrasia.edu.au
Ultimo Campus: Level 3, 579 Harris Street, Ultimo NSW 2007

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PURPOSE

Austrasia College will communicate our policy and terms clearly to customers and clients about financial arrangements and terms and conditions as required by legislation, the VET Quality Framework and the Standards for RTO's 2015. This includes the Requirements for Fee Protection.

As a CRICOS provider, Austrasia College will have fees and refund policy and procedure that complies with the ESOS Act and The National Code.

Clear communication will be through print or through an electronic copy with telephone support if required.

RELEVANT STANDARD(S): Standards for Registered Training Organisations (RTOs) 2015 Standard 5.3, 7.3; National Code 2018 Standard 3

SCOPE

Austrasia College implements fair and reasonable refund practices and transparent and process for fee application and administration.

Austrasia College ensures that:

a. prospective students are aware of its fee policies in order to make informed decisions about enrolment in a course;
b. its fee and refund policy is prominent and accessible to its staff, prospective students, and existing students;
c. it implements and maintains a process for fair and reasonable refund and fees paid

POLICY STATEMENT

1. Fee Information

1.1. Austrasia College will provide fee information in print and electronic copy and at various locations to ensure all students will know the fees prior to accepting the offer of a place on a course.

1.2. For international students, the fees information will be provided:

1.2.1. On the application for enrolment form that forms the confirmation of application and acceptance of the terms and conditions of the provider with the customer.
1.2.2. On the letter of offer forms the written agreement between the provider and the customer.

1.3. The total amount of fees may include:

1.3.1. Enrolment fee
1.3.2. CRICOS Course fee
1.3.3. Administration fees and any other extra charges

1.4. A course and administration fees schedule will be kept up to date in the administration office

2. Administration Fees

2.1. The Administration fees and any other charges are explained in print and electronic copy at various locations to ensure all students will know the fees prior to accepting the offer of a place on a course.

Administration fees are in the terms and conditions that form part of the agreement on the application for enrolment form.

2.2. Administration fees are in the letter of offer that forms the written agreement between the provider and the customer.

2.3. The Administration fees include:

2.3.1. Late payment penalties for students who do not pay fees on time
2.3.2. Re-assessment fees available to students who are deemed not yet competent on completion of training and assessment after re-submit and re-sit options
2.3.3. Re-enrolment fees for students whose time for submission of work has passed and they wish to extend the length of the course
2.3.4. Fees for processing cancellations and course variations including transfers
2.3.5. Fees for issuing a replacement qualification testamur
2.3.6. Materials fees
2.3.7. Fees for processing refunds

3. Late Payment Fees

3.1. Payment due date is included in the offer letter which will be accessible on the website (austrasia.edu.au) and printed copy in the student noticeboard. From time to time, students will be notified via email.

3.2. A systematic and step by step communication and actions will be taken for the fees not paid by due date:

Step 1	**Courtesy Reminder**	A courtesy reminder will be sent to students via email 1 week before payment due date.
Step 2	**Intention to Report (ITR) to Department of Home Affairs** **This will occur if student do not pay by the due date**	Students who do not pay the fees by due date, will be issued an ITR in the first working day after the fee due date. The student will be given 20 working days to make the payment. In addition, the ITR includes repercussions for failing to meet the conditions as an international student studying in Australia: • Cancellation of their CoE(s) • Reporting their status to the Department of Home Affairs via PRISMS • No entitlement to receive any course documentation or refunds Note: a $50 late penalty will be applicable per week.

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Step 3	**Notification to Department of Home Affairs – Abandonment of course** **This will occur if students do not act on Financial Warning & ITR**	Where there is no action taken by students to pay the fees and no contact with the college to discuss financial situation. Failure to do so will result in cancelling your CoE(s) for Non-Payment of Fees and subsequently reporting the situation to the Department of Home Affairs via PRISMS. Students will not receive any course documentation or refunds.

4. Other Expenses Information

4.1. Some courses require participants to invest in their study. Where this is the case, any additional costs to undertake a course will be explained on the website and course information.

4.2. Other expenses are separate to fees and are expenses the student may incur. These may include:

4.2.1. Textbooks where the participant can text if they want their own copy

4.2.2. Laptops or mobile devices where the participant can bring these to class and use them to complete the course

4.2.3. Materials and supplies needed to complete the course

4.2.4. Other equipment needed to complete the course

4.2.5. Clothing requirements needed to complete particular units of study

4.2.6. Travel expenses where the participant is required to travel to a placement or location at their own expense as part of the course

5. CRICOS Course Fees Pricing

5.1. Pricing for CRICOS courses is an itemised list of course money payable by the student that is provided at various points:

5.1.1. in the application for enrolment form

5.1.2. in the reply to an enquiry email with information packs

5.1.3. through the information provided by an education agent

5.1.4. formalised in the letter of offer where full details of the itemised list of money is set out in the formal agreement

5.2. The enrolment fee is non-refundable

5.3. The RTO offers course fee payment by instalment in the letter of offer

5.4. Special offers and discounts may be marketed from time to time

6. Collection of Fees

6.1. Prior to collecting any fees from learners, either directly or through a third party, the college will provide or direct the learner to the complete fee information specifying:

6.1.1. All relevant fee information including:

6.1.1.1. Fees that must be paid to the college

6.1.1.2. Payment terms and conditions including deposits and refunds

6.1.2. The learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies
6.1.3. The learner's right to obtain a refund for services not provided by the college in the vent the:
6.1.3.1. Arrangement is terminated early
6.1.3.2. The college fails to provide the agreed services

7. Requirements for Fee Protection

7.1. Austrasia College is a registered CRICOS provider. Hence, it will comply with the obligations and requirements of the Education Services for Overseas Students Act (ESOS Act) 2000 (Cth).

7.2. Under the ESOS legislation, a provider must not receive more than 50% of the total tuition fees for a course before the student has begun the course, unless:

7.2.1. the student, or person making payment on their behalf, chooses to do so
7.2.2. the course has a duration of 25 weeks or less

7.3. The college will keep a record of evidence to show where students have exercised choice in how much of their tuition fees are paid up front. This is recorded in the students' enrolment form, where they are required to declare their decision on how they intend to settle the course fees. There are no restrictions on collecting tuition fees after a student has started their course.

7.4. We have tuition fee schedules and payment plan schedules in the accounting system. These will be indicated on the formal letter of offer and written agreement with the student.

8. Protection of Prepaid Fees – Paid in Advance

8.1. The registered provider must enter into a written agreement with the student, signed by that student (or the student's parent or legal guardian if the student is under 18 years of age), concurrently with or prior to accepting course money from the student.

8.2. Austrasia College will accept course money received at the same time as the verification of acceptance by enclosing a note with the letter of offer (the written agreement). This note will inform the student that he/she must not pay until the provider receives the accepted agreement, but this can be sent at the same time. Austrasia College will accept a scanned copy of the signed written agreement as verification.
8.3. Where AUSTRASIA COLLEGE receives course money sent by mail (for example, by cheque or money order) or by direct deposit into the bank account before receiving the accepted written agreement, the procedure to be followed is:
8.3.1. Deposit the money into a designated holding account for fees in advance
8.3.2. Identify the course money as fees in advance in the accounts ledger
8.3.3. Follow up immediately with the student or agent to inform them that the payment cannot be processed (and the enrolment cannot progress) until the provider receives the accepted written agreement.
8.3.4. For compliance purposes, the notification communication is recorded in RTO Manager and on file. The bank accounts and accounts ledge will keep evidence that the money has not been used.
8.4. Where the written agreement is not received by the time of the monthly bank reconciliation, (31 days) the procedure will be:
8.4.1. AUSTRASIA COLLEGE will contact the agent and student and request clarification of when the

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written agreement will be received.

8.4.2. If the agreement is not received within 10 working days, the money deposited will be returned.

8.4.3. A maximum of 35 days will be allowed after the default has occurred when the provider knows that the written agreement will NOT be in place following communication with the parties.

8.4.4. This procedure will be managed by the Principal and the Accountant on a case-by-case basis. All communication will be recorded on file in RTO Manager.

8.4.5. Where course fees are received and a written agreement does not eventuate after follow up by the provider, this is a case of student default under the TPS and must be reported through PRISMS and the TPS within the maximum 35 days.

8.5. At a progress stage during the course:

8.5.1. Students are required to make progress instalment payments (usually every 3 months or term) as per the written agreement

8.5.2. Students must comply with the payment plan and instalment policy set out here and, in the agreement

8.5.3. Students can pay in advance and the course fees that are pre-paid are identified in the accounts ledger as pre-paid course fees.

9. Third Party Fee Collections Must Meet Same Requirements

9.1. The requirements for protection of prepaid fees apply no matter how the fees are collected.

9.2. This means:

9.2.1. Any fees collected by a third party for the RTO such as an education agent are subject to the same conditions.

9.2.2. These requirements apply to fees prepaid by students, regardless of when our RTO actually receives the payment.

9.2.3. The written agreement with the third party will include these conditions and the monitoring to ensure the protection measures are in place and implemented as required.

10. CRICOS Course Fees Are Paid by Instalments

10.1. Payment schedule agreement:

10.1.1. By signing the written agreement, students pay by instalments and agree to honour the RTO payment plan and understand that:

10.1.1.1. All instalments must be paid on or before the due date

10.1.1.2. There are sufficient funds are available in the nominated account to meet the instalment payments

10.1.1.3. The RTO reserves the right to suspend access to the course in the event that a student fails to pay any part of the course fees as and when it falls due for payment

10.1.1.4. In the event that a student requests or fails to advise of a course cancellation, the balance of the course fees will be paid in full or continue to be paid under the agreed payment plan schedule; and

10.1.1.5. The RTO will not issue a Statement of Attainment/Transcript/Certificate until all fees (including course fees, late penalty fees or any other fees) are paid in full all courses.

10.2. Default on the payment schedule:

10.2.1. The enrolment will be suspended and outstanding accounts will become immediately due and payable; or

10.2.2. As a cancelled student, the outstanding account will become immediately due and payable;
10.2.3. The outstanding debt will be forwarded to a debt collection agency, and
10.2.4. The student may also be required to pay additional fees associated with the debt collection process.

11. Complaints

11.1. Customers are entitled to access the Complaints process should they be dissatisfied about Austrasia College decisions relating to fees, refunds, and other matters.

12. Statement Consumer Protection Laws

12.1. The written agreement includes the statement that "This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection law".