



Fees, Charges and Refunds Policy and Procedure

1. Introduction

Fees, charges and refunds within the VET sector are tightly and carefully regulated to ensure that students and other consumers are protected.

2. Purpose

The purpose of the *Fees, Charges and Refunds Policy* is to ensure that the position of Williams Business College with regards to these items of business is clear and that all clients are properly informed of their rights and obligations with regards to fees, charges and refunds.

3. Scope

This policy applies to all fees and charges levied by Williams Business College as well as to all refunds issued.

4. Responsibilities

This policy is the responsibility of the Chief Executive Officer of Williams Business College.

5. Definitions

- **Administrative Date** is the date by which you are to submit your form, pay your fees or withdraw your enrolment by. The administrative date is earlier than the census date. If you miss the administrative date, you may be charged a late enrolment fee, late payment fee or a unit cancellation fee. This is usually the last day of first week of term.
- **Late Enrolment Fee** is the \$100 fee charged to students for late enrolment into their unit of study. Enrolment is due by the administrative date.
- **Late Payment Fee** is the \$50 fee charged per late payment of fees.
- **Unit Cancellation Fee** is the fee charged to a student if they withdraw or cancel their enrolment. In such cases, a \$200 unit cancellation fee will be retained or due to the college.
- **Tuition Fee** is the fee for the delivery of the training.
- **Course Start / Commencement Date** is the course start or commencement date and is the first date of the course in which the student is enrolled as published on the letter of offer and course agreement. In the case of students studying online or via distance learning, the course start or commencement date is the first date that the student accesses the course material online or has signed for reception of the distance learning materials.
- **Incidental Fees** are fees charged for items such as text books, replacement of ID cards etc. Incidental Fees are not part of Tuition Fees.

6. Alignment

Standards for Registered Training Organisations (RTOs) 2015
Clauses 4.1(k), 5.2(ei, eiii, f), 5.3, 7.3
Higher Education Support Act 2003
Clauses 27, 27A and 28 of Schedule 1A to the Act and chapter 7 of the <i>VET Guidelines</i>

7. Policy Statement

Williams Business College will ensure that all clients and staff of Williams Business College are made aware of the fees, charges and refunds policy and procedure before accepting a student for enrolment.

This policy and procedure applies to fees, charges and refunds applicable to the provision of training of students and clients paying full fees. This refund policy does not apply to international students on a student visa attending CRICOS registered courses. Williams Business College does not deliver CRICOS registered courses.

In accordance with registration requirements, the Fees, Charges and Refund Policy and Procedure of Williams Business College are advised to the client prior to, or at the time of enrolment through the provision of appropriate documentation in either hard copy or electronically. Payment arrangements are aligned to courses and may vary depending upon factors such as length of course, student cohort etc.

Williams Business College advises of its fees and charges, as well as its Refund Policy in course promotional materials, on the Williams Business College website, in the *Student Course Acceptance Agreement* and in the *Student Handbook*.

Tuition Fees are non-transferable to other students or other institutions.

8. Procedure

8.1. Payment Arrangements

It is a requirement of Williams Business College that where tuition fees or other charges are applicable, these must be paid by the specified due dates on the tax invoice and paid in Australian dollars. Payment can generally be made by EFTPOS, direct bank deposit, credit card (a surcharge may apply), Payment Plan (by 3rd party), bank cheque or personal cheque (funds must be cleared before the date the student commences the course).

Williams Business College will apply any statutory cooling off period in accordance with state/territory laws.

8.2. Non-Payment of Fees

If a student fails to pay all fees and charges by the due date the student/employer is deemed to be a Williams Business College debtor. Late fee payment may incur a penalty fee of 5% of the total amount payable. Failure to pay the debt within 14 days of the original due date may result in any or all of the following, until the full amount is paid:

- a) Suspension of the student from attending or participating in the course;
- b) Loss of access to the Williams Business College's resources, computer

- systems or online course;
- c) Loss of access to enrolment record information and academic transcripts;
 - d) Inability to graduate;
 - e) Termination of the enrolment; and

Fees not paid within 14 days of the original due date will be collected by an appropriate 3rd party Debt Collector and any additional charges incurred for collection will also be payable by the student. Williams Business College reserves the right to suspend or cancel the enrolment of any student whose outstanding fees are not paid.

8.3. Incidental Fees and Charges

- National Recognition/Credit Transfer Assessment - No charge.
- Student Unit Workbooks - \$20 each
- Photocopying - \$0.10 per page.
- Replacement Student ID - \$25.
- Document Re-issue where the original document has already been provided to the student:
 - Other documents \$20
 - Certificate \$50.
- All late payment of fees will incur a late payment charge of \$50.00 for each late payment.
- Unit of Competency Re-sit - Subject to the unit of competency being undertaken, the cost may vary depending on the duration required to complete the unit, assessment requirements and consumables.
- External Appeal Fees - Where the student elects to appeal a decision by Williams Business College using Williams Business College's external appeals body and charges are incurred, the student is required to pay 50% of the cost. Where the external appeal findings are in favour of the student, Williams Business College will refund the student any fees paid to the external appeal body.

8.4. Refunds

- If a student withdraws from the unit/course for any reason before the Administrative Date (the last day to withdraw from the course without penalty)
 - Williams Business College will refund the student all tuition fees paid in advance for education services that the student has not yet received.
 - A \$200 Unit Cancellation Fee will be retained by or due to the college.
- If a student withdraws from the unit/course for any reason after the Administrative Date
 - No fees will be refunded.
- If Williams Business College cancels the enrolment of the student from a course because the applicant has seriously breached the Terms and Conditions of Williams Business College, no refund of the fees will be due.
- In the unlikely event that Williams Business College is unable to deliver the course in full, the student will be offered a refund of all unspent pre-paid course fees to date. The refund will be paid within 10 working days of the day on which the course ceased to be provided by Williams Business College. Alternatively, enrolment in another suitable course by

Williams Business College may be offered at no extra cost. The applicant has the right to choose between a refund of unspent pre-paid course fees or to accept a place in another course. If the applicant chooses a placement in another course the applicant will be required to sign a statement that indicates their acceptance of the placement.

- Smart & Skilled Students: In the unlikely event that Williams Business College is no longer approved to deliver Smart & Skilled training, the student will be offered a refund of all unspent pre-paid course fees to date. The student may re-enrol under regular fee paying course and it may receive credits for units of competency completed under Smart & Skilled training program.

8.5. Payment of Refunds

Refunds will be paid within 30 days of the official withdrawal.

A guide to refund amounts and conditions is provided in this policy, is published on the Williams Business College website and is also made available to students as part of their *Student Course Acceptance Agreement*.

Students of Williams Business College who wish to withdraw from a VET unit of study or VET course of study, must do so by completing the *Course Withdrawal & Refund Form* and submitting it to admissions@williams.edu.au. **Payments of any outstanding debts to Williams Business College must be made before a refund will be processed.** Refund applications will not be processed where the signature on the Application for Refund does not match the Student's signature on the Course Agreement.

All refunds must be approved by the CEO or their authorised delegate.

Approved refunds are paid directly to the student or the person who made the payment. Under no circumstances will a payment be made to a third party without the written consent in English of the student or the person who made the payment. All refunds are made in Australian dollars, paid directly into the nominated bank account. The student or the person who made the payment will be required to sign a Refund Authority form to authorise payment to a third party.

Williams Business College will provide the student with a statement detailing the outcome of the refund application, calculation and payment of the refund.

Students are referred to Williams Business College's *Complaints and Appeals Procedure* available from the Williams Business College's administration department or from the Williams Business College website if they wish to appeal the implementation of this Policy.

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*. All students and clients have the right to take action under Australia's Consumer Protection Laws.

8.6. Fee Protection Mechanism

In accordance to the 2015 Standards for Registered Training Organisation (RTO) clause 7.3 states that where the RTO requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500

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(being the threshold prepaid fee amount), the RTO must meet the requirements options set out in Schedule 6.

Williams Business College has decided to choose Option A of schedule 6. Where it stated that “The RTO collects no more than \$1,500 in advance, whether directly or through a third party.”

For more information, please refer to the document “Tuition Assurance Policy”.

Additionally, according to our “Financial Management Procedure” section 7.3 Fees Paid in Advance The Chief Executive Officer of Williams Business College will ensure that fees paid in advance are:

- Recorded separately in financial accounts;
- Accessed only on commencement of course;
- Not used for any other purpose; and
- Ensure that monies are drawn down only when the service for which they have been paid is provided.

For more information regarding Smart & Skilled student fees, please refer to the Smart & Skilled “Fee Administration Policy 2017”.

9. Related Documents

- Complaints and Appeals Procedure.
- Course Withdrawal and Refund Form
- Tuition Assurance Policy
- Financial Management Procedure
- Smart & Skilled “Fee Administration Policy 2017”