

Fees and Refunds Policy

Purpose of the policy

This policy and associated procedures outline RTO approach to the effective and fair management of fees, charges and refunds. This ensures that support is provided to students to assist them to complete their studies.

This policy and associated procedures meet the requirements of Clauses 5.3 and 7.3 and Schedule 6 of the Standards for RTOs 2015 and Standards 2 and 3 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018, as well as the ESOS Act 2000 and the ESOS (Calculation of Refund) Specification 2014.

Policy statements

Information about fees and charges

RTO is committed to providing students with information about all fees and charges associated with a course, as well as its refund policy and processes.

Prospective students can access information about fees and charges and refunds in the International Student Handbook and Course Brochure.

Enrolling students are fully informed of all fees and charges and the refund policy in the Offer Letter and Student Agreement.

The Offer Letter and Student Agreement includes details of all applicable fees and charges, including the application fee, tuition and non-tuition fees and the payment schedule for such and payment options. It also describes the student's consumer rights, including the right to a cooling off period depending on the relevant state/territory requirements.

Students are advised of the potential for fees and charges to change over the duration of their course.

Students are advised of any statutory cooling off period in their Offer Letter and Student Agreement.

All fees and charges will be reviewed annually and all marketing material and student information will be updated accordingly. New fees and charges will generally only apply to incoming students.

Additional fees that may apply in addition to tuition and non-tuition fees include:

NON-TUITION FEES THAT MAY APPLY	AMOUNT
Enrolment fee	\$200 per enrolment
Materials fee	As per Letter of Offer
Enrolment variation administration fee (for course deferral, suspension, cancellation, provider transfer or change of course applications)	\$250

NON-TUITION FEES THAT MAY APPLY	AMOUNT
Administration fee (applicable to approved refunds resulting from visa refusal)	\$250
CoE amendment (including Deferral, Suspension or change of course applications)	\$50 per CoE
Reinstatement of enrolment after cancellation	\$200 per enrolment
Reassessment fee – classroom-based assessment (students have a total of 3 attempts for each assessment. Any additional attempt thereafter or late submission will incur the stated fee)	\$100 per attempt per assessment
Reassessment fee – work placement assessment	\$250 per attempt per assessment
Fees for late payment of course fees	\$100 per week for each week the payment for course fees is delayed
Revision of payment plan	\$50
Private Tuition/Extra Assessment Intervention Program	As advised by the RTO
Credit transfer	Nil
RPL	Application fee of \$250 Unit fee \$500
Postage	As advised by postage service provider
Certificate/Statement of Attainment (Re-issue)	\$100 per certificate or statement of attainment
Issuing interim transcript	\$50 per transcript
Issuing course completion letter (signed on Letterhead)	\$20 per course
Replacement of student ID card	\$10 per card
Copy/printing/scanning	\$0.40 per page
EFTPOS/Credit card surcharges	2%

Note: Fees may vary during the course and that students will be notified promptly.

Fee protection

Fees paid by students are protected as follows:

- Domestic students: students pay up to a maximum of \$1,500 in advance for services not yet provided.

- International students: international student fees are protected through the following mechanisms:
 - Maintaining a sufficient amount in the RTO account so that so that it is able to repay all tuition fees already paid.
 - Through membership of the Tuition Protection Scheme (TPS). The role of the TPS is to assist international students where the Registered Training Organisation is 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 addition, international students are not required to pay more than 50% of course fees prior to commencement, except where a course is less than 26 weeks. However, any international student may choose to pay their fees in full or a greater amount than 50%.

Payments

Payment options are specified in the Offer Letter and Student Agreement.

All fees and charges are to be paid by the date indicated on the invoice. However, where a student is unable to make a payment by the specified date, alternative arrangements may be made by contacting the office.

All payments are to be made by bank transfer into a specified account, the details of which are provided to students. RTO will maintain a sufficient amount in the account so that it is able to repay all tuition fees already paid.

Where fees are overdue and the student has not made alternative arrangements, a first warning, second warning and notice of intention to report regarding non-payment of fees will be sent to the student as follows:

- First warning letter: failing to pay an invoice within 5 days of receipt or contacting RTO to make alternative arrangements.
- Second warning letter: failing to pay an invoice within 5 days of receipt of the first warning letter or contacting RTO to make alternative arrangements.
- Notice of intention to report: failing to pay an invoice within 5 days of receipt of the second warning letter or contacting RTO to make alternative arrangements.

Following cancellation of enrolment due to non-payment of fees, the debt will be referred to a debt collection agency.

All receipts of payments are kept for a minimum of 2 years following the student's completion of their course.

Credit transfer and RPL

A reduction of fees can apply for any units granted through credit transfer and RPL. The course tuition fees should be divided by the number of units and then the reduction applied per unit for the applicable number of units. This should be shown on the invoice.

Refunds

Refunds for international students are calculated in accordance with the ESOS framework.

All application fees are non-refundable except where RTO cancels a course prior to commencement due to insufficient numbers or other unforeseen circumstances, including a sanction being imposed on the RTO.

Where the RTO cancels a course either before or after commencement, students will receive an automatic refund and do not need to complete the Refund Application Form. This will be provided within 10 working days of the default.

In all other circumstances, students are required to complete a Refund Application Form which can be accessed from our office. This form must be submitted within 10 working days of the event that led to the request for the refund. The outcome of the refund assessment will be forwarded to the student in writing within 20 working days, as well as any applicable refund.

Refunds will be paid to the person or entity from whom the original payment was received and in Australian Dollars.

The refund policy does not remove the right of the student to take further action under Australian Consumer Law.

Domestic student refunds

In addition to the above circumstances, refunds for domestic students will be calculated as follows:

Circumstance	Refund due
RTO cancels course before commencement due to insufficient numbers or other unforeseen circumstances, including a sanction being imposed on the RTO (known as provider default).	Full refund of all fees.
RTO cancels course due to unforeseen circumstances, including a sanction being imposed on the RTO (known as provider default).	Enrolment fee not refunded. Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Student withdraws in writing to the RTO more than 28 days prior to course commencement.	70% of the total amount of the tuition fees minus a \$250 Administration Fee.
Student withdraws in writing to the RTO within 28 days prior to course commencement.	50% of the total amount of the tuition fees minus a \$250 Administration Fee.
Student withdraws after commencement.	No refund.

Circumstance	Refund due
	Fees for full study period (term) to be paid.
Student's enrolment is cancelled due to disciplinary action.	No refund. Fees for full study period (term) to be paid.
The student has supplied incorrect or incomplete information causing RTO to withdraw the offer of the course prior to commencement.	No refund. Fees for full study period (term) to be paid.

International student refunds

In addition to the above circumstances, refunds for international students will be calculated as follows:

CIRCUMSTANCE	REFUND DUE
Linx Institute Australia cancels course before commencement.	Full refund of all fees.
Linx Institute Australia cancels course following commencement.	Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Linx Institute Australia has not provided a Student Agreement that meets the requirements of the National Code 2018.	Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Student withdraws in writing more than 28 days prior to course commencement.	70% of the total amount of the tuition fees minus a \$250 Administration Fee.
Student withdraws in writing less than 28 days prior to course commencement.	50% of the total amount of the tuition fees minus a \$250 Administration Fee.
The student does not commence on the agreed start date and has not previously withdrawn.	No refund. Fees for full study period (term) to be paid.
Student withdraws after commencement.	No refund. Fees for full study period (term) to be paid.
Student's enrolment is cancelled due to disciplinary action.	No refund. Fees for full study period (term) to be paid.
Student breaches a visa condition.	No refund. Fees for full study period (term) to be paid.
The student has supplied incorrect or incomplete information causing Linx Institute Australia to	No refund. Fees for full study period (term) to be paid.

CIRCUMSTANCE	REFUND DUE
withdraw the offer of the course prior to commencement.	
The student is refused a visa because they did not pay to start their course at the agreed location on the agreed starting day or they withdrew from their course with Linx Institute Australia or they did not pay an amount due.	No refund. Fees for full study period (term) to be paid.
The student is refused a visa and therefore does not commence their course on the agreed starting day or withdraws from the course on or before the agreed starting day because of the visa refusal.	The total amount of tuition fees received minus a \$250 Administration Fee.
The student is refused a visa and has already commenced their course.	Full refund of all unspent fees calculated as follows: A pro-rata calculation based on the number of months that remain in CoE. On the refund amount, the RTO will further deduct a \$250 Administration Fee and any fees for which training and assessment services is provided to the student before the date of visa refusal.