



KEYSTONE COLLEGE
OF BUSINESS & TECHNOLOGY

Refund Policy and Procedures

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1. Purpose:

The VET Quality Framework and Conditions of Registration require that RTOs protect fees paid in advance and have a fair and reasonable refund policy.

2. Definitions:

1. Enrolment Fee:

- a. Enrolment fee is a fee that accompanies the application/enrolment form to process student application. This fee is non-refundable.

2. Tuition Fee:

- a. Tuition Fees are the fees payable to KCBT for undertaking a course.
- b. KCBT does not require international students to pay more than 50 percent of the total tuition fees in advance before the commencement of the course for courses with a duration of more than 26 weeks. Students, or the person responsible for paying the tuition fees, can choose to pay more than 50 percent of their tuition fees before they start their course.

3. Course fees:

- a. The course Fee is the total fee of the course a student is enrolled in at KCBT.

4. Commencement Date:

- a. For the purpose of the policy, fee payment, and refund calculation, the Commencement date is considered to be as per the CoE date.

5. Course Completion Date;

- a. The date the student completed the course requirements, which may conclude at the end of classes, work-based training, and/or final assessment.

6. Non-Tuition fee includes:

- a. Enrolment Fee (*Non-Refundable*)
 - b. Overseas Student Health Cover (OSHC) and Accommodation placement fee
 - c. Resource fee (*Non-Refundable*)
 - d. The fee as per schedule <https://kcbt.wa.edu.au/future-students/course-detailsprices/>
- a. Refunds of any monies received by the KCBT on behalf of the student for services (Airport Pickup, Accommodation arrangement, Overseas Student Health Cover (OHSC), etc.) other than course fees must be requested from the company delivering the service, and students will be subject to that company's refund policy.
 - b. All accepted students are required to pay a non-refundable Resource fee.
 - c. The accommodation placement fee (except unsuccessful Visa cases) is non-refundable if a

student is offered a place at KCBT.

- d. Fees (full or part payments) are required to be paid according to the schedule of fees and each student's agreement with KCBT before any study commences. Students can pay by electronic funds transfer, cash, bank cheque, or credit card. A receipt will be issued to students for all payments made to KCBT.

7. Principal Course

- a. The principal course of the study refers to the main course of study to be undertaken by an overseas student where a student visa has been issued for multiple courses of study. The principal course of study would normally be the final course of study where the overseas student arrives in Australia with a student visa that covers multiple courses.

8. Provider Default:

- a. Provider default occurs if KCBT fails to provide a course or ceases to provide a course to international students.

9. Student Default:

- a. A student default occurs when a student:
 - did not start on the agreed start date
 - withdraws from study
 - did not pay the amount required
 - misbehaves
 - breaches visa conditions.

10. TPS Director:

- a. The TPS Director is appointed by the Minister and oversees the operation of the TPS.

11. Tuition Protection Service (TPS):

- a. The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study.

12. Withdrawal:

- a. Cessation of registration in a course or unit, initiated by a student after enrolment.

13. Cost Recovery:

- a. Students will be required to pay KCBT on a cost-recovery basis any out of pocket expenses that occur as a result of receiving and processing program fees, such as credit card processing fees, a dishonored cheque fee, any penalty charged by the financial institution due to incorrect details provided by the student or debt recovery fees.

14. Other Costs:

- a. Where a student's course duration is extended beyond the period of the visa, the student will be liable for student visa extension and related costs.

3. Policy

The purpose of this policy is to:

- Provide a clear and transparent process for a refund of tuition fees, where applicable (full or partial).
- Ensure KCBT fully discharges its responsibilities under all relevant legislation, including the Standards for RTOs 2015, Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012, ESOS Act, the National Code 2018, and the ELICOS Standards 2018.

4. Refund if Student Defaults

A Student Default occurs when:

- 4.1 The course starts at the location on the agreed start day, but the student does not start the course on that day (and has not previously withdrawn).
- 4.2 The student withdraws from the course at the location (either before or after the agreed start day); or
- 4.3 KCBT refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
 - the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;
 - the student breached a condition of his or her student visa; or
 - the student breached KCBT Code of Conduct (for example, disciplinary reasons and misbehavior).

KCBT will calculate the refund of any unspent tuition fees as outlined within Table 1 (ELICOS) or Table 2 (VET), as listed below.

And where the appeal process has not been sought by the student or the appeals process has been finalized, no refund for semester tuition fees and a refund of no more than 40% of the subsequent semester and full refund of any additional semester fees will apply.

5. Refund if Provider Defaults

A provider default when:

- 5.1 The course does not start on the agreed starting day; or
- 5.2 The course ceases to be provided at any time after it starts but before it is completed; or
- 5.3 The course is not provided in full to the student because a sanction has been imposed on the registered provider under Part 6 of the Educational Services for Overseas Students Act 2000;
- 5.4 And the student has not withdrawn before the default day.

In the unlikely event that KCBT is unable to deliver the course in full, KCBT within 14 days of default date, will offer the student either:

- Offer enrolment in an alternative course at no extra cost to the student, that is accepted by the student/s in writing; or
- refund of the unexpended pre-paid tuition fees.
- Refunds issued by KCBT in the event of a provider default will be paid to the student/s within 7 days of a written application being received.

If KCBT is unable to provide a refund or place the student in an alternative course the Tuition Protection Service (TPS) will assist the student to find suitable alternative course options for completing his/her studies in Australia or, if this is not possible, the student will be eligible for applying for a refund of the amount of any unspent pre-paid tuition fees he/she has paid to KCBT. These are any tuition fees student has already paid that are directly related to the course which the student has not yet received.

KCBT will calculate the refund of any unspent tuition fees as outlined within Table 1 (ELICOS) or Table 2 (VET), as listed below.

6. Refunds on Visa Refusals

The above refund policy does not apply where the student default is a result of the student being refused a student visa. Where a prospective student is refused a student visa and as a consequence fails to start on the agreed starting date; withdraws from the course, or fails to pay the amount owing to undertake the course, the refund policy will not apply.

In such circumstances, KCBT will calculate the student's refund in accordance with ESOS sub-regulation 3.19(2) which allows a provider to keep certain amounts e.g. administrative expenses and a portion of the fees (where a student has already commenced the course), etc.

When refunding students in cases of visa refusal, providers are required to give students a statement explaining how the calculation has been worked out. For your reference, a full copy of sub-regulation 3.19(2) of the ESOS Regulations is included below.

Extract from the Education Services for Overseas Students Regulations 2001

Division 3.4: Refunds of course money

3.19 Amounts to be subtracted from course money

(2) For paragraph 29 (1) (b) of the Act, the amounts for a student in the circumstances mentioned in subsection 27 (2) of the Act are the following:

(a) Administration expenses totaling no more than the lesser of:

(i) \$500; and

(ii) 5% of the total amount of course money that the provider received in respect of the student for the course before the default day

(b) The part of expenses for travel, accommodation and other domestic services that cannot be offset by providing the services to someone else

(c) The amount of compulsory union fees

(d) The cost of books, equipment and other materials needed for the course

(e) The proportion of the course money that the provider received in respect of the student before the default day that is equal to the proportion of the course that was provided to the student before the default day.

(3) When a registered provider refunds an amount to a student under section 29 of the Act, the provider must give the student a statement that explains how the amount has been worked out.

Refund Calculation Table 1 (ELICOS)

Table 1– Refund Policy (ELICOS)			
KCBT delivers courses based on terms.			
One Term = Approximately 10- 12 weeks study period (excludes holidays)			
Reason for Refund	Notification Period	Refund applicable to the student	Cancellation Fee Charged by KCBT
Application for the visa is unsuccessful for student visa	Before term/ course commences	Full refund less cancellation fee	The lesser of either: <ul style="list-style-type: none"> • 5% of the total amount of prepaid tuition fees; or • The sum of \$500

(proof required) if unsuccessful (proof required)	After the Term/Course Commences	Full refund less Cancellation Fee	\$250 cancellation administration fee + Pro-rata of tuition fee used calculated weekly basis. No Refund of Non-Tuition Fee.
Student Default Student withdraws (request to cancel enrolment) or student enrolment is cancelled due to any reason except visa refusal Or Student is Cancelled for breach of College's rules or breach of student visa rules	More than 12 weeks before Term/Course commences	Full refund less Cancellation Fee	10% of a Term fee
	More than 4 weeks and up to 12 weeks before Term/Course commences	70% of a Term fee/Course fee	30% of a Term fee
	4 weeks or less before Term/Course commences	40% of a Term fee /Course fee	60% of a Term fee
	<i>Enrolment less than 24 weeks</i> After Term/Course commences	No Refund	100% of a Term
	<i>Enrolment more than 24 weeks</i> After Term/Course commences		

Note: A student who has paid fees for more than two Terms in advance and withdraws during a Term and more than four weeks before the commencement of the following Term, would receive no refund of fees for the current Term, at least 70% of the following Term's fees and a full refund of fees paid for any subsequent Term; less cancellation fees.

Refund Calculation Table 2 (VET)

Table 2– Refund Policy (VET)			
KCBT calculates refunds of fees based on Semester (20 weeks study period plus 6 weeks holidays = 26 weeks). For courses shorter than a Semester, refunds will be calculated on the Course Tuition Fees.			
Reason for Refund	Notification Period	Refund applicable to student	Cancellation Fee Charged by KCBT
Application for student visa is unsuccessful (proof required)	Before the semester/course commences	Full refund less cancellation fee	The lesser of either: • 5% of the total amount of prepaid tuition fees; or • The sum of \$500.00
	After the semester/course commences	Full refund less Cancellation Fee	\$250 cancellation administration fee + Pro-rata of tuition fee used calculated on a weekly basis. No Refund of Non-Tuition

			Fee.
Student Default Student withdraws (request to cancel enrolment) or student enrolment is cancelled due to any reason except visa refusal Or Student is Cancelled for breach of College's rules or breach of student visa rules	More than 12 weeks before the semester/Course commences.	Full refund less Cancellation Fee	10% of a Term fee
	More than 6 weeks and up to 12 weeks before semester/Course commences	70% of a semester fee	30% of a semester fee
	6 weeks or less before the semester/Course commences	40% of a semester fee	60% of a semester fee
	After the semester/course commences	No Refund	100% of a semester fee

Note: The semester fee is based on 26 weeks, for example, if a student withdraws towards the end of term 1- the semester fee will be for terms 2 and 3 (20 weeks of study + 6 weeks of break).

A student who has paid fees for more than two semesters in advance and withdraws during a semester and more than six weeks before the commencement of the following semester would receive no refund of fees for the current semester, at least 70% of the following semester's fees and a full refund of fees paid for any subsequent semester; less cancellation fees.

7. No Refund

A student will not obtain a refund under the following circumstances:

7.1 If a student applies for RPL and the application is unsuccessful.

7.2 Once training has commenced in the course no refund is available, unless compelling circumstances prevail i.e. extreme personal hardship or medical circumstances which warrant non-completion of the course. In these cases, the student may wish to return to college at a later date, this requires approval by KCBT (the student must return within 1 year of enrolment date to complete the course).

7.3 The student fails to comply with terms and conditions of enrolment which include, college policies and procedures as provided in this Code of Practice and the Student Handbook.

7.4 The student provides false or misleading information.

7.5 The enrolment is cancelled by KCBT due to:

- Breach of student visa conditions
- Disciplinary reasons

- The student not meeting satisfactory course progress requirements
- Non-attendance or not meeting satisfactory course attendance requirements
- Non-payment of outstanding fees
- Non-commencement of a course
- Failure to resume course after a scheduled study or holiday break
- Student no longer holding a valid visa
- Student being missing (i.e. not contactable)

7.6 Students abandon the course without formally cancelling their enrolment directly with KCBT.

Note: In the case of study abandonment, the student will be liable for all fees until the cancellation process is complete.

7.7 Student visa is cancelled by the Department of Home Affairs (DoHA) for any reason.

7.8 Student's visa is refused by the Department of Home Affairs (DoHA) based on fraud-related reasons including the student and/or their dependents providing misleading, or false, or incorrect or incomplete information.

7.9 Student changes their visa status (e.g. receives permanent residency status) during their study period. Note: Where a student changes their visa status (e.g. changes the education sector from VET to Higher Education) and requires a new visa to be issued, the student is required to bear all costs associated with the visa inclusive of medical tests.

7.10 Fees, charges, or deposits paid to other third-party education providers as a pathway to or from KCBT courses either directly or via KCBT. Note: Students must refer to the refund policy of the relevant third-party education provider and contact the third-party education provider directly for any refund applications or inquiries.

7.11 Credit card surcharge or merchant fees paid by the student.

7.12 Classes, assessments, or examinations missed by students as a result of illness or any other reason.

7.13 Fees and charges that the student has incurred for goods or services provided by parties other than KCBT (e.g. books purchased etc.).

7.14 Expenses incurred by KCBT on behalf of the student in respect of services or goods provided by third parties (e.g. learning resources, OSHC, accommodation arrangements, airport pickup, etc.).

Schedule – Other fees

Services include	Applicable Fee
Re-Enrolment of a unit	At Unit cost price
Reprint of Course Certificate	\$50
Reprint of Statement of Attainment	\$30
Reprint of Letters of Confirmation	\$20
Re-issue of Student Card	\$30

Penalty for late payment of course fee	\$100 for every week the payment is late.
Change of Enrolment (Course Variation Form)	\$250
Credit Card Surcharge Fee	2%
Postage of testamur locally or internationally	\$35
Photocopies black and white	\$0.20 per A4 page
Lost course material	At cost price
Chefs Uniforms* (only applicable where items are required in addition to the standard Toolkit)	
Jacket	\$55 per Jacket
Hat	\$15 per Hat
Apron	\$23 per Apron
Trouser	\$50 per pair

8. Outstanding Debts

A student will not receive their qualification, statement of attainment, and record of results until the debt is paid.

In cases where the student has paid for part of the course, for example, 2 units of competency and they have completed those units as competent, then they will receive a statement of attainment for those units. For example, if the student completes their course on 1 June 20XX and has no outstanding debts then they will receive their qualifications by 30 June 20XX (within 30 days).

However, in the case where the student has outstanding debts, then the 30 days will not begin until they have cleared their debt.

Where a student has not paid the fees by the specified due date, KCBT reserves the right to:

- a. remove student's access to library services, enrolment records and KCBT's online Student Portal (LMS) and Student Management System (SMS)
- b. withhold completion certificates and academic transcripts
- c. extend fee payment deadlines or waive fees at the discretion of the management

KCBT reserves the right to cancel student enrolment due to non-payment of fees. Course fees or other

charges overdue more than 14 days will be considered as non-payment of fees.

Where a student has an outstanding debt (including cancelled enrolments), KCBT may approach debt collection agencies and/or credit bureaus to recover outstanding debts, which may affect the debtor's credit history. Any cost related to debt recovery is to be borne by the student.

9. Applying for Refund and Refund Payment

Refunds will be made within 28 days or 4 weeks of submission of a completed application for course variation. Incomplete forms or applications without sufficient supporting documentation may cause delays in processing refunds. Verbal notifications to KCBT staff or education agents are not accepted.

The student must set out the reasons for the request and it should be accompanied by supporting documentation as appropriate.

A course variation request will not be implemented until the fee is paid. KCBT reserves the right to refuse or charge the course variation fee at its discretion.

The date the refund application is received by KCBT is the date used for the calculation of the refund for the 'unspent' portion of the student's tuition fees.

Refund and Cancellation applications will not be processed where the signature on the Course Variation Form and/or Refund Application Form does not match the student's signature as shown on other documents provided by the student for admission to KCBT.

The refund request must be forwarded to:

Administration - administration@kcbt.edu.au

9.1 Approved refunds will be paid:

- to the student; or
- a person nominated by the student.

9.2 No refunds will be paid to a third party (a person other than the student), unless directed by the student on the Application Form.

9.3 All refunds will be paid in Australian Dollars to the applicant's bank account unless otherwise requested by the student in writing.

9.4 If a currency other than Australian dollars is requested, the student will be expected to cover the

exchange rate fees as charged by the bank of either party. This amount will be deducted from any refund. The exchange rate will be as per the rate offered on the day of transfer by KCBT's bank.

9.5 Refunds will be made within four (4) weeks/ 28 days after receipt of a written application, in accordance with the ESOS Act Section 47D (4).

9.6 Students will receive a clear Statement of Refunds explaining how the refund was calculated. Where a cancellation fee has been applied, students will receive a Statement of Cancellation clearly outlining why the cancellation fee has been applied.

In the event that a student wishes to contest the decision on a refund request, he or she would have access to KCBT existing Complaints and Appeals Policy and Procedures.

10. Responsible Officer

Administration Manager:

The overall execution of this policy, calculating and processing refunds.