



# Fee Charges and Refunds Policy and Procedure

## (International students)

### **Purpose**

The purpose of this policy and procedure is to ensure that Riverdale Institute (RI) operates a fair and equitable process for the management of both the collection of fees and the repayment of fees. This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards, as well as the ESOS Act and the National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 2 and 3.

### **Scope**

It applies to all international students and staff.

### **Process for claiming a refund**

- Refund application requests must be made in writing on the Refund Request Form, the refund request form may be downloaded from the RI's website.
- Filled in form must be submitted with the Administration via email or in person at reception.
- The Application/enrolment fee of AUD 300.00 for onshore and \$500.00 for offshore students is not refundable. The course fees will be refunded as per the table later in this policy document.
- The Accounts department will process and approve the refund amount (if applicable) based on the circumstances listed below.
- Refund will be made directly to the bank account stated in the Refund Request Form and the student will be informed about the same via an email. All refunds will be made in Australian Dollars.
- Student can nominate a person in whose account the refund can be made. In case of death of the student, refund can be claimed by parents of the student.
- If the student is not eligible for any refund, based on the circumstances as stated below, the student shall be informed of the same via an email/letter.
- Any other circumstances which have not been listed below in the table, the management of RI will decide the refund. In most of the cases, the students will be refunded after deducting the application fee.
- Any refund given will be recorded in the Student Information System so that each student's financial status is known.
- The students have right to lodge an appeal with the institute if they are not satisfied with the decision /outcome of the refund request.
- RI cannot guarantee that students will successfully complete the course(s) in which they enrol regardless of whether all fees due have been paid.

### **Definitions:**

**Electronic Confirmation of Enrolment (eCoE):** An official document printed via the **PRISMS** system on behalf of the Australian government confirming the enrolment of the student in the course. This document is required for a student to apply for a Student Visa.

**Course Commencement Date:** Refers to the start date indicated on the first eCoE issued by the Institute. This does not refer to the deferred or subsequent eCoE.

**Course Money:** The money received by the Institute for providing the course to the students which includes



tuition fees, any amount received that must be paid to a registered health provider on behalf of the student, airport pick-up, accommodation booking and board, and any other amount paid by the student to the Institute to undertake the course.

**International Student:** People who are enrolled with the Institute and include both prospective and currently enrolled students who are overseas students as defined in the National Code of Practice for Providers of Education and Training to Overseas Students and hold a student visa.

**Application Fee/Enrolment fees (Non-academic):** The application/enrolment fee payable when an application is made to RI for an enrolment to a course or qualification. This fee is non-refundable fee covering the administration cost of RI. The Application fee is subject to change.

**Onshore Students:** Students who are applying for student visa within Australia.

Offshore Students: Students who are applying for student visa outside Australia.

**Local International Students:** A person granted an initial visa to attend another Australian education institute and wants to extend that visa by enrolling at the Institute.

**Tuition Fees (Academic):** The amount paid to enable the student to undertake the course as indicated in the OFFER LETTER AND ENROLMENT ACCEPTANCE under course fees. **Incidental Fees (Non-academic):** All other fees that is not included in the Tuition Fees or Application Fee. E.g. Materials Fees, Airport Pickup etc.

**Deposit Fees (Academic):** Fees paid in advance prior to commencement of the course or a study period.

**TPS:** Tuition Protection Scheme (enacted on 20th March 2012 as part of the Government's second phase response to the Baird Review) replacing Tuition Assurance Scheme and ESOS Assurance Fund.

### **Reassessment fee and its calculation:**

Where learners are unable to achieve competency after 3 attempts, if the college runs the unit before the end date of their CoE, which they failed, they will be required to undertake for re-assessment, which will incur fees of \$300.00. Please note, learners are granted with 3 attempts for a successful assessment outcome, where they will not be required to pay any fees for reassessment.

To achieve a favorable assessment outcome without additional fees, learners are required to independently complete their assessments. The trainer or assessor will permit up to three attempts at no cost, provided they confirm the learner has applied sincere effort. The CEO retains the authority to grant free reassessment based on unique circumstances.

### **Learners will not be entitled to three free reassessment attempts in the following situations:**

- If a student receives a Not Yet Competent (NYC) grade due to plagiarism—such as copying from sources including but not limited to ChatGPT, Google, or a classmate's assignment—they will be required to pay reassessment fees. This applies regardless of whether it is their first or third attempt. In these cases, students will forfeit their right to three free reassessment attempts.
- If a student fails to submit an assessment by the due date or does not attend the class, they will be required to pay \$300.00 per unit for reassessment.
- If learners need to re-enroll and extend their Confirmation of Enrollment (CoE) to continue their training,



this will incur additional fees. The charges will be based on the number of weeks the CoE is extended. Student will need to pay the application/enrolment fees, tuition fees and material fees associated with the unit of competency.

- **Total tuition fees for extending the CoE will be calculated** as = Total Tuition fees of the course/duration in weeks \* number of weeks the CoE is to be extended.
- **Total material fees** = Total material fees for the course/duration in weeks \* number of weeks the CoE is to be extended

**Provider default:** In the unlikely event that the institute is unable to deliver the course in full, student will be offered a refund of all the unused tuition fees paid to date. The refund will be paid within 14 working days of the day on which the course ceased being provided.

Alternatively, student may be offered enrolment in a suitable alternative course by the institute at no extra cost to student. Students have the right to choose whether they prefer a full refund of course fees, or to accept a place in another course. If student chooses placement in another suitable course, institute will ask the student to sign a document to indicate the acceptance of the placement. If the institute is unable to provide a refund or place student in an alternative course, institute's Tuition Protection Service (TPS) is provided.

### **Student Default:**

A student is considered to have defaulted in the following situations:

- The course begins at the agreed location on the specified start date, but the student does not attend the course on that date (and has not previously withdrawn).
- The student withdraws from the course at the location, either before or after the agreed start date.
- The registered provider refuses to deliver or continue the course to the student at the location due to one or more of the following reasons:
  - The student failed to make a required payment to the provider.
  - The student violated a condition of their student visa.
  - The student engaged in misconduct.

### **Fees and refund information**

Fee information is provided to students before enrollment or receipt of payment, in compliance with the National Code 2018 Standards 2 and 3. The Offer Letter, Enrolment Acceptance, and International Student Handbook, which are given prior to enrollment, include details of the Fee Charges and Refunds Policy and Procedure, and inform students of their consumer rights. Students must sign the Offer Letter and Enrolment Acceptance to acknowledge that they have read and understood the terms and conditions of enrollment, including this policy.

### **Course fee inclusions**

The Offer Letter and Enrolment Acceptance Agreement will provide a detailed breakdown of all course fees, including both tuition and non-tuition fees.

Tuition Fees Include:

- All training, teaching, and assessment necessary for students to complete the qualification or course within the allowed number of attempts.
- Issuance of one set of certification documents, including the testamur (certificate) and record of



results. If applicable, a Statement of Attainment will be provided in the case of withdrawal or partial completion. Non-Tuition Fees are specified in the Offer Letter and Enrolment Acceptance Agreement.

**See charges below for additional non- tuition fees:**

Airport Pickup	\$200
Accommodation Booking Assistance	\$200
RPL (1st consultation is free)	\$300 per unit
Credit Transfer	Nil
Material Fee (Additional resources required for the course)	Please refer to the offer letter and student agreement.

**Other Fees**

Application Fee – Onshore (Non-Refundable)	\$300
Application Fee – Offshore (Non-Refundable)	\$500
Refundable) Re-assessment Fees	<p>Nil till three unsuccessful attempts. After three unsuccessful attempts, student will be required to pay \$300 towards reassessment fees for each unit.</p> <p>In case the student gets NYC for plagiarising or using his/her classmate assignment as his/her work will be required to pay the reassessment fees regardless of if it was his/her first or third unsuccessful attempt.</p> <p>In the case when student cannot undertake reassessment within the expected duration of time and the CoE needs to be extended. Fees will be charged as above mentioned under Re-assessment section in this policy.</p> <p>In case of no submission according to the due date of the assessment or non-attendance in the class, student will be required to pay \$300 for one unit for the reassessment fees.</p>
Re-issuance of student ID	\$20
Re-issuance of Testamur (Certificate or Statement of Attainment)	\$50
Late payment of tuition fees Deferral of Study	\$100 per month
Deferral of Study	\$300
Kitchen Kit (if applicable)	\$400
Placement Fees (if applicable)	\$500
Personal Protective Equipment (PPE) to enter the workshop	\$200.00 (student can buy the PPE by themselves).
Workplace based training (WBT) (The college may assist in finding WBT)	\$300 for Early childhood education and care qualifications and Up to \$1000 for Certificate III in Commercial Cookery



**Tuition Protection Service (TPS) and its Role:** The TPS is a placement and refund service to assist overseas students whose registered providers are unable to fully deliver their course of study. The TPS ensures overseas students can either:

- Complete their studies in another course or with another registered provider or
  - receive a refund of their unspent tuition fees.
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- Riverdale Institute is a member of the Australian Government endorsed Tuition Protection Service (TPS).
  - Riverdale Institute will maintain membership of the Tuition Protection Service during its period of registration as a provider.
  - Riverdale Institute will pay all subscriptions to the TPS in accordance with TPS requirements.
  - RI will not charge more than 50% of tuition fees before course commences.
  - If the student pays more than 50% of tuition fees before course commences, the student will need to sign the form "Declaration by the student when they choose to pay more than 50% of tuition fees before course commences".
  - RI will be maintaining a specific bank account for the collection of student fees paid in advanced of training and assessment

### ***Payments***

- Payments can be accepted by electronic transfer, credit card, or direct debit. Credit card payments may incur a surcharge of 2% per transaction.
- **Direct Debit:** Kindly provide the bank account details to Riverdale Institute for the purpose of fee payment. The provider for the debit is ezidebit (<https://www.ezidebit.com/en-au>). Please note that it incurs fees as following:
  - Fees / Charges One Time Setup Fee: \$0.00,
  - From Bank Account: \$0.88
  - From Visa/Mastercard: 1.87%
  - From Amex:1.99%
  - Failed Payment Fee: \$9.90
- Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.
- Riverdale Institute may choose to refer Debts to a debt collection agency where fees are more than 40 days past due.
- RI reserves the right to suspend the provision of training and/or other services until fees are brought up to date. Students with long term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.
- International students who do not pay their fees as agreed, will receive two warnings regarding non-payment of fees and thereafter will be reported to DET via PRISMS under student default.

### ***Recording and payment of refunds***

- Refunds will be paid to the person or organisation nominated by the student must be mentioned in the Refund Request Form.
- Refund assessments can be appealed following our Complaints and Appeals Policy and Procedure.
- Records of refund assessments and issuance of refunds will be stored securely on the student's file



and in our accounts keeping system.

### **Publication**

RI will publish this Fee Charges and Refunds Policy and Procedure.

### **Procedure**

#### **Student Fees**

- All international students should pay their initial deposit/application fee upon enrolment.
- Student will get the receipt for the payment.
- RI will make a payment schedule for the remaining course fees, which will be reflecting in the Offer Letter and Enrolment Acceptance agreement.
- RI will ensure all payment terms, conditions and amounts are as indicated on the agreement unless a record of an agreed or advised change is in writing and the conditions of such a change were outlined on the agreement.
- Student is required to abide with the dates on payment schedule. It will be considered as student default if the student does not pay on the agreed date/or the date on the payment schedule.
- RI does not accept cash to pay any fees and charges. Payments can only be made by direct bank transfer, credit card or direct debit.
- Fees for international students will not be collected until the Offer Letter and Enrolment Acceptance agreement has been signed.
- RI will provide the student with a receipt and will be retained in student file along with a signed written Offer Letter and Enrolment Acceptance agreement.
- Receipts of payments made by international students will be kept for at least 2 years after the person ceases to be an accepted student.

#### **Overdue Fees**

- If the student fails to pay the fees as agreed in the offer letter and acceptance agreement, Course, or Amendment to Payment Plan/instalment plan, the Riverdale Institute will follow up for the fees and then issue First warning letter for non- payment of fees via email or mail or handed over to student in campus.
- If student does not contact Riverdale Institute after three days of the receipt of the first warning letter for non-payment of fees, Riverdale Institute will issue the second warning letter via email or mail or handed over to student in campus.
- If the student neither contacts the Student Support Officer (SSO) nor pays the due amount within 48 hours of receiving the Second Warning Letter for Non-payment of fees, student will receive a **Notification of intention to report for Non-payment of fees** via email or mail or handed over to student in campus.
- Please refer to RI's Non-payment of fees policy and procedure.

#### **Refunds**

- RI will automatically issue a refund within 14 days to students who have enrolled and paid their deposit/enrolment fee and the course is cancelled from the scope of registration, prior to commencement.
- RI will also automatically issue a refund to students within 14 days where the course has commenced

but is cancelled from the scope of registration.

- RI will notify students to whom refunds are automatically issued in writing, will issue refund and will record on file.
- All other students who seek a refund are required to complete a Refund Request Form.
- The completed form is then handed over to the Student Support officer (SSO)/Admin Team. The SSO/Admin team advises the applicant that the turnaround time is a maximum of 14 working days.
- The application is forwarded to the CEO / Compliance Officer / Authorised delegate for assessment against the eligibility of the refund.
- If the applicant is eligible for a refund, calculation of refund is made, and a cheque or bank transfer into nominated account is processed for the amount to be refunded.
- In both cases (eligible or not), the applicant is sent an outcome letter and is kept in the student file as well.
- If the applicant is not onshore, then the amount would be refunded to either the student nominated person (on consent of the applicant) and a record of the same is kept.

### **Role of Tuition Protection Service in case of defaults:**

#### **A. Provider Default**

- The following steps outline the TPS process if a provider default occurs:

##### **Step 1 - Provider default occurs.**

A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- 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.

Note: Section 46A of ESOS Act sets out further rules prescribing when a provider defaults.

##### **Step 2 - Notifying the Secretary, the TPS Director and students**

- RI will notify the Secretary and the TPS Director of the default within 3 business days of the default occurring. RI will also notify students in relation to whom RI would default within 3 business days.
- The notices must be in writing and meet the requirements of section 46B of ESOS Act.

##### **Step 3 - Provider obligation period**

- RI will have 14 days after the day of the default (the provider obligation period) to satisfy the tuition protection obligations to the student. (According to section 46D of ESOS ACT 2000)

##### **Step 4 - Notification of the outcome- discharge of obligations ((According to section 46F of ESOS ACT 2000)**

- RI will have 7 days after the end of the obligation period to give a notice ((According to section 46F of ESOS ACT 2000) to the Secretary and the TPS Director of the outcome of the discharge of the obligations.
- If RI will not be able to do the obligations affected students may be assisted by the TPS Director.

#### **B. Student Default**

The following Steps outline the TPS process in a case of a student default: RI enters into a written agreement with each overseas student or intending overseas student that:

sets out the refund requirements that apply if the student defaults; and meets any requirements set out in the



national code 2018.





### **Step 1 - Student default occurs**

An overseas student or intending overseas student defaults, in relation to a course at a location, if:

- 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:
  - the student failed to pay an amount payable to the provider for the course;
  - the student breached a condition of his/her student visa;
  - misbehaviour by the student.

### **Step 2 - Notifying the Secretary and the TPS Director**

To meet Tuition Protection Service (TPS) reporting obligations, RI only needs to report on whether institute has provided a refund to a student in two cases of student default:

- where a student's visa is refused, even if there is a compliant written agreement in place.
- where there is no compliant written agreement in place.

### **Step 3 - Provider obligation period**

- If a student or intending student defaults, RI will provide a refund in accordance with the requirements under sections of the ESOS Act, depending on which section applies to the circumstances of the default situation.
- RI will pay the refund within the period (the provider obligation period) of 4 weeks after the day specified in sections, depending on which section applies to the circumstances of the default situation.

### **Step 4 - Notification of the outcome - discharge of obligations**

RI will have 7 days after the end of the obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of the obligations where RI is required to provide a refund under (i.e. where there is no written agreement in place and also in cases of visa refusal, whether there is a written agreement in place or not).

**The various fee refund conditions and refunds applicable are highlighted below.**

<b>Description</b>	<b>Refund status</b>
A course application is rejected by Riverdale Institute	<b>Full refund</b> (this excludes an Application fee)
If an offer of a place is withdrawn by Riverdale Institute and this is not due to incorrect or incomplete information being provided by the student.	<b>Full refund</b> of course fees (this excludes the Application fee which is non-refundable).
Airport Pick-up (if applicable)	<b>Full refund</b> if service cancelled prior to flight arrival
Credit card payment surcharge and any transaction fees	<b>No refund</b>
Visa cancelled/refused due to actions of the student, misleading information, or bogus documents	<b>No refund</b>
Where a student applies and is approved by Riverdale Institute to	<b>No refund</b>



transfer to another registered provider before the completion of six months of study of the principal course	
If a student chooses to pay Tuition Fees on an instalment basis on an agreed payment plan.	<b>No refund will</b> be issued for any course money (paid on instalment basis). Instalments paid will be for course fees due and payable to the institute for services already rendered.
<b>Provider Default</b>	
Course is withdrawn by Riverdale Institute (before the agreed start date). Riverdale Institute is unable to start the delivery of a course at the location on the agreed starting day or ceases to deliver the course before it is completed.	<p>In the unlikely event that the institute is unable to deliver your course before commencement or in full, you will be offered a <b>Full refund</b> or after commencement of the course, refund of any Tuition Fee paid in advance for the default course. The refund amount will be calculated as follows: The refund amount = weekly tuition fee x the number of weeks in the default period</p> <ul style="list-style-type: none"> <li>o The weekly tuition fee = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.</li> <li>o The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates / 7</li> </ul> <p>The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, student may be offered enrolment in an alternative course by the Institute at no extra cost. Students have the right to choose whether they would prefer a refund of course fees, or to accept a place at another institute. If student chooses placement in another course, Riverdale Institute will ask the student to sign a document to indicate the acceptance of the placement. If the Institute is unable to provide a refund or place student in an alternative course, the TPS will be responsible for providing refunds or providing assistance to locate an alternative. However, students are primarily responsible for finding another institute which will accept them into an alternative course. In these cases, there is no need for student to make a refund application.</p>
If Riverdale Institute is required to cancel a course <b>before</b> it commences due to insufficient numbers or for other unforeseen circumstances	
Course ceases to be provided to the student at the location after the course starts but before it is completed; and the student has not withdrawn from the course before the default day.	<p>Refund of <b>unused tuition</b> fees. Pre-paid fees may be transferred to an alternative enrolment where the student agrees.</p>
The course is not provided in full to the student because a sanction has been imposed on the registered provider or any other reason.	
The course is not provided fully to the student because Riverdale Institute has a sanction imposed by a government regulator	Refund of unused tuition fees

<b>Student Default</b>	
If a student cannot commence the course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).	<b>Full refund</b> of course fees (this excludes the Application fee which is non-refundable).
At the discretion of Riverdale Institute's CEO or approved representative, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events.	<b>Full refund</b> of course fees (this excludes the Application fee which is non-refundable).
Visa refused prior to course commencement	<b>Full refund</b> of course fees (this excludes the Application fee which is non-refundable).
Student withdraws up to 4 weeks prior to course commencement.	<b>Full refund</b> of course fees (this excludes the Application fee which is non-refundable).
Student withdraws less than 4 weeks prior to course commencement.	90% refund of course fees (this excludes the Application fee which is non-refundable).
If a student fails to commence a course after the start of the Course at location, has not previously withdrawn from the course, and the reason is not the visa refusal.	<b>No refund</b> – once the study starts, the fee is not refundable.
Withdrawal from the course at location after the agreed start date.	<b>No refund</b> This includes all course fees, Application fees, cost of learning and assessment resources, airport pick up (where applicable) and material fee (where applicable)
Student abandons the course without notice	<b>No refund</b> and the balance of all outstanding fees for the course to be invoiced to the student
Student Visa or Visa extension is refused after course is commenced	The refund amount = weekly tuition fee x the number of weeks in the default period a. The weekly tuition fee = total tuition fee for the course / number of



<p>Student whose visa has been refused has withdrawn from the course after it commenced, or has failed to pay an amount he or she was liable to pay the provider in order to undertake the course.</p>	<p>calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.</p> <p>b. <math>\frac{\text{The number of weeks in the default period} = \text{number of calendar days from the default day to the end of the period to which the payment relates}}{7}</math></p> <p>Tuition fee does not include any non-tuition fee that might have been paid by the student. Non-tuition fees will not be refunded.</p>
<p>There is a student default due to any of the following reasons:</p> <ul style="list-style-type: none"> <li>· The student breached a condition of his or her student visa.</li> <li>· Misbehaviour by the student.</li> <li>· Failure to comply with Riverdale Institute policies</li> </ul>	<p><b>No refund</b></p>

**Conditions:**

At the time of enrolment any Credit Transfer (CT) / Recognition of Prior Learning (RPL) will be discussed and granted after the student provides sufficient evidence. If the CT allows shortening of the duration of the course, pro-rata fees will be worked out and offered to the student. Once the student accepts this offer, there will be no further reduction of the fee. Fees not listed in this refund section are not refundable. Prior to a student enrolment, fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any fee increases will be required to be paid for the extended component of the course.

If a student withdraws after any number of deferments, the date on the original eCoE will be considered for the purpose of determining the date of commencement of semester / study period / course in relation to the institute refund policy and other related policies.