

## FEES AND REFUNDS POLICY – DOMESTIC STUDENTS

### 1. Purpose and Objectives

- 1.1 To outline the obligations of domestic applicants and enrolled students in relation to the payment of fees and charges associated with the delivery of higher education and vocational education and training programs.
- 1.2 To establish the terms and conditions in granting refunds to students for fees and charges paid to Le Cordon Bleu Australia (LCBA).
- 1.3 To fulfil LCBA's obligations under relevant legislation pertaining to the delivery of education and training to domestic students.

### 2. Scope

- 2.1 This policy applies to domestic students, which includes students who hold either: Australian citizenship, permanent resident status in Australia (holders of all categories of permanent residency visas, including humanitarian visas), or New Zealand citizenship.
- 2.2 This policy is also relevant to staff involved in managing the fee payment and refund process.

### 3. Legislative Context

- Higher Education Standards Framework (Threshold Standards) 2015
- Standards for Registered Training Organisations (RTOs) 2015

### 4. Policy Statement

Le Cordon Bleu Australia (LCBA) provides information to prospective, current and past students about the range of fees and charges involved in program delivery, and the refund conditions that apply.

### 5. Policy

- 5.1 LCBA provides information about course fees and charges, payment options and refund conditions prior to enrolment, via Letter of Offer (Written Agreement); LCBA Student Information Handbook; LCBA's website; *Fees and Refunds Policy\_Overseas Student* and at induction sessions.
- 5.2 Le Cordon Bleu Australia (LCBA) accepts that in certain circumstances students will be entitled to a full or partial refund of course fees.
- 5.3 LCBA ensures its procedures covering the administration of fees and applications for refunds are fair and equitable.
- 5.4 LCBA fulfils its obligations under relevant legislation pertaining to the delivery of education and training to domestic students and assuring tuition requirements.
- 5.5 Applicants and/or enrolled students may appeal decisions made by LCBA regarding program fees and refunds (Refer to the *Student Complaints and Appeals Policy*).
- 5.6 A written 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 laws.

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### 6. Fees

- 6.1 LCBA determines its schedule of relevant fees and charges, including conditions of payment and reviews annually and at its discretion, its fees and charges in accordance with regulatory requirements such as Higher Education Support Act 2003. Students are notified in writing of any change in tuition fees at least three (3) months prior to commencement of the study period to which the new fees apply.
- 6.2 Students must pay the relevant fees up front or indicate that they intend to apply for a FEE-HELP loan to cover the full cost of their unit of study by the nominated date.
- 6.2.1 Domestic fee-paying students may pay tuition fees either:
- Upfront, prior to course commencement, or
  - By applying for a FEE-HELP loan to pay either the full or partial amount for the study period in a Le Cordon Bleu course.
- 6.3 The tuition fee for individual units of study is the same irrespective of whether a student is a full fee-paying student or has obtained a FEE-HELP loan and must be paid by the nominated due date to meet student obligations.
- 6.4 For payment of fees up-front the invoiced amount must be paid to Le Cordon Bleu Australia (LCBA) on or before the published census date for the applicable term.
- 6.5 Payments made after the specified census dates may be subject to a late payment fee comprising a 5% surcharge on an individual basis (see Appendix 1 Fee Schedule).
- 6.6 Credit card payments may also attract a surcharge of up to 3%.
- 6.7 FEE-HELP loans:
- FEE-HELP loans are only available for students enrolled in an LCBA undergraduate and postgraduate higher education course who meet the specified eligibility criteria.
  - FEE-HELP loans are not available to students enrolled in an LCBA vocational education and training (VET) program.
  - Students applying for a FEE-HELP loan must do this through LCBA are required to submit their application to LCBA on or before the respective study period census date, to be eligible for a loan.
  - Students' eligibility, entitlements and other requirements for FEE-HELP loans are determined by the Higher Education Support Act 2003. Further information can be obtained from the Study Assist web-link: <https://www.studyassist.gov.au/help-loans-and-csps/fee-help>.
- 6.8 Re-enrolling (continuing) students must pay the full amount of all invoiced tuition fees (in cleared funds) prior to the commencement of the study period and no later than the nominated due date.
- 6.9 Unpaid fees may result in students being excluded from participating in their program or not receiving testamurs or academic transcripts relevant to their study, until the outstanding fees are paid. Where fees remain unpaid a student's enrolment may be cancelled.

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- 6.10 An Administration fee is charged for higher education (HE) and/or vocational education and training (VET) programs on acceptance of an offer (Written Agreement) from Le Cordon Bleu Australia (LCBA). This fee is non-refundable.
- 6.11 Should the intake be unavailable after payment has been received, the applicant will be accommodated in the next available intake, where possible.
- 6.12 The Student, or the person responsible for paying the tuition fees, must pay the tuition fee invoice, by the nominated due date; and also provide a receipt as proof of payment that the student is confirmed as enrolled in the next study period ( for continuing students) or before a Confirmation of Enrolment (CoE) is issued ( for new students).
- 6.13 Where a Bachelor of Business student obtains approval for a 12 month continuous Work Integrated Learning subject (combined Work Integrated Learning 101 and Work Integrated Learning 201), all associated payments applicable to Work Integrated Learning 201 must be finalised, two weeks prior to undertaking the rescheduled Work Integrated Learning 201 unit (see *Work Integrated Learning Policy*).
- 6.14 Fee Reduction: Where a unit/unit of competency is granted academic credit into an LCBA Program, any tuition fees paid for that unit/unit of competency shall be deducted from the next instalment of tuition fees.

### 7. Cancellations

- 7.1 A student may cancel their enrolment in a unit or a program at any point in time. Cancellation charges may apply depending on the timing of a cancellation request by the applicant or enrolled student.
- 7.2 LCBA strives to maintain continuous delivery of its programs, however in unavoidable circumstances LCBA may be required to cancel or postpone a program prior to the scheduled commencement date. In these circumstances, applicants and students are immediately notified of changed arrangements.

### 8. Application and Enrolment Conditions

- 8.1 Applicants must meet the pre-requisites and other selection criteria as specified for admission into the program before being accepted into the program on offer. For detail refer to the *Student Selection and Admissions Policy*.
- 8.2 LCBA can, as part of the admission process, interview applicants or students who have applied for a program.
- 8.3 Applicants and students are obliged to notify LCBA within 7 days of any change to the Applicant/ Student's contact details (as defined in the *Student Contact Details Policy*) during the Application process or whilst enrolled in a program.

### 9. Deferring Program or study period Commencement

- 9.1 A domestic student may request to defer their admission for a period of up to 12 months by completing a 'Deferral Request' form and returning the completed form to the Student Services department.
- 9.2 A request for deferral should be lodged prior to commencement but must be lodged prior to the census date of the term, to avoid students incurring financial and/or academic penalties.

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- 9.3 If a deferral is granted, a student will be issued a confirmation of their new enrolment (as per standard admissions procedure) and any tuition fees paid will remain credited towards a student's account to be applied against charges in a subsequent semester.
- 9.4 Should the fee be greater for the new program than applied to the original program selected, the applicant shall pay the balance in cleared funds to LCBA prior to commencement of the program.
- 9.5 Deferrals of more than 12 months is are not permitted. Students seeking to defer for a period of more than 12 months must re-apply for admission to LCBA.
- 9.6 Any held fees for Students who defer and then subsequently withdraw from the course will be subject to the refund policy conditions that would have been applied on the date of application for the deferral.

### **10. Re-enrolment: Repeats and re-assessments**

- 10.1 Students who must repeat a unit of competency in a VET Program or a unit in a HE Program, must re-enrol and pay the current applicable tuition fee nominated for that unit or unit of competency, for each repeat attempt.
- 10.2 Students who must repeat Work Integrated Learning (WIL) due to receiving a fail grade on the previous attempt, will be charged the standard fee for the unit.
- 10.3 Students who receive a 'not satisfactory' result for an assessment in a VET Program, may be re-assessed. Each re-assessment attempt will incur a fee of:
  - \$500 AUD for practical assessment, and
  - \$200 AUD for a theory assessment.

### **11. Administration Charges:**

- 11.1 Requests made by students for copies of documentation on completion of a program or part thereof, and not including the original Academic Transcript, Statement of Attainment or Parchment issued, will incur the following charges:
  - \$20 AUD per Academic Transcript or Statement of Attainment,
  - \$50 AUD for each additional Le Cordon Bleu Parchment, and
  - \$10AUD for re-issued name badges.

### **12. Refunds**

- 12.1 LCBA grants refunds to eligible applicants/enrolled students under certain circumstances including provider default.
- 12.2 LCBA may re-credit a students' FEE-HELP balance, where special circumstances are demonstrated.
- 12.3 Applications to cancel a debt under special circumstances cannot be accepted where students have successfully completed a unit.
- 12.4 Students dismissed due to misconduct or unsatisfactory academic performance after the census date are not eligible for a refund. (Refer to the *Enrolment Policy* and *Academic Integrity Policy*).

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- 12.5 All requests for refunds of fees must be made on the LCBA 'Refund Application Form' and be submitted to a Student Support Officer on Campus. A 'Refund Application Form' can be obtained either from the LCBA website or at the campus reception.
- 12.6 Refund applications are assessed and are processed within fourteen (14) working days of the complete application being lodged. Delays will occur if submitted applications are not complete.
- 12.7 For Refund applications submitted after a program has commenced, any approved refund is limited to tuition fees only.
- 12.8 Refunds will be paid back to the account holder who paid the fees (normally the student), unless the account holder gives written direction to LCBA to pay the refund into another account /to another person.

### **13. Provider Default:**

- 13.1 Where LCBA defaults and is required to cancel or postpone any program prior to the scheduled commencement date.
- 13.2 All course fees (including the application Administration fee, materials and equipment fees) will be refunded in full within fourteen (14) working days if LCBA is unable to commence the course as agreed, as a result of unforeseen circumstances.
- 13.3 Pre-paid fees may be transferred to an alternative enrolment in another LCBA course, subject to agreement by the Student.
- 13.4 Where LCBA is unable to complete the program, due to unforeseen circumstances, any unspent fees already paid by the student will be refunded.
- 13.5 Where a provider default occurs, LCBA may arrange for another course, or part of a course, to be provided to students at no extra cost to the student, as an alternative to refunding pre-paid tuition fees.
- 13.6 Where a student agrees to this arrangement, LCBA will not be liable to refund the money owed for the original enrolment or re-credit a student's FEE-HELP balance. (See Tuition Assurance requirements)
- 13.7 In the unlikely event that LCBA is unable to deliver a course and cannot offer a student with an acceptable alternative or pay a refund, the Tuition Protection Scheme (TPS) will provide LCBA's overseas students with alternative arrangements.

### **14. Student Default:**

- 14.1 Where a student defaults all fees for the current and next semester (if applicable) are payable and non-refundable. These fees include the Administration fee; the Tuition fees; and the non-tuition fees related to equipment or training material purchases.
- 14.2 Students who withdraw from a LCBA program, unit of competency or unit on or before the applicable census date are entitled to a full refund.
- 14.3 Students who withdraw from a LCBA program, unit of competency or unit after the Census Date of the relevant study period or fail to complete a unit of competency or unit will not be eligible for a refund.

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- 14.4 Under the Higher Education Support Act 2003, students receiving FEE-HELP assistance may apply to LCBA to re-credit their FEE-HELP balance and remit their FEE-HELP debt under “special circumstances”.
- 14.5 Such applications should be made with respect to LCBA FEE-HELP Review Procedures for Reconsidering Commonwealth Assistance decisions policy.
- 14.6 Refunds are not available for the following Student default circumstances:
- A cancelation of the student enrolment due to the actions of the student.
  - A Student initiated withdrawal from the program after course commencement, with no extenuating circumstances.
  - Where an applicant gives less than 28 days’ written notice of withdrawal prior to commencement of an LCBA program.
  - Where a student elects to transfer to a different provider after the student has commenced the program.
- 14.7 Where an applicant elects not to commence an LCBA program and gives written notice at least 28 days before the commencement of the program:
- 85% of any pre-paid tuition fees for programs not yet commenced, will be refunded; or
  - the applicant may elect to have any pre-paid tuition fees transferred to an alternative LCBA program if they have an approved application for the alternative program.
- 14.8 A refund of up to 85% of tuition fees only may be payable in certain circumstances determined by LCBA, and includes:
- Where a student is unable to complete a program, due to compassionate or compelling circumstances as determined by LCBA.
  - Where a student withdraws from the course due to extenuating circumstances as determined by LCBA.
- 14.9 Refunds are not available for Administration fees and non-tuition based fees, such as materials and equipment provided after course commencement; or where the student has already collected the equipment or training materials.

### 15. Payment of Refunds

- 15.1 Approved requests for refund will be made to the person(s) who initially made payment of the fees. A copy of the bank receipt showing account details will be required, along with a completed Request for Refund form. Requests for the refund to be transferred to a different person, will require a certified statement and proof of identity from the initial payer.
- 15.2 Refunds will be paid in Australian dollars (AUD) by bank transfer.
- 15.3 Records of the refund application, receipts identifying payment of refunds and associated actions and correspondence are maintained in the Student file.

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15.4 Information provided to LCBA or that LCBA collects about an applicant/student (including payments and refunds) may be shared with authorised State and Commonwealth Agencies, if required.

### 16. Appealing Refund decisions

16.1 Students have the right to appeal a refund decision made by LCBA

16.2 Students wishing to submit an appeal of a refund decision should refer to the LCBA *Student Complaints and Appeals Policy*.

- Step 1 – Wherever possible, the complaint should be raised with the person/s involved. If this is not an option, it may be communicated with the applicable LCBA Student Services Manager who will talk to both parties involved.
- Step 2 – If a resolution cannot be achieved, a formal complaint can be made by completing our online complaint form. The Academic Registrar will then investigate the complaint and/or appeal. A written response will be provided to the student within twenty (20) working days of receiving the complaint or appeal.
- Step 3 – If the student wishes to proceed further with their complaint and/or appeal an internal appeal may be made to the Dean. This appeal must be lodged within ten (10) working days of receipt of decision from the Academic Registrar. The Dean will investigate and provide a decision in writing to the student within ten (10) working days.
- Step 4 – should a resolution still not be made; the student can proceed with an external appeal. A listing of external agencies that students may contact can be found on the Le Cordon Bleu *Student Complaints and Appeals Policy*.

16.3 LCBA's dispute resolution processes does not remove the applicant's/student's right to pursue other legal remedies which they feel are necessary.

16.4 Students who are unhappy with a refund decision following LCBA's internal review decision, can apply to the Administrative Appeals Tribunal (AAT) within 28 days for an external review (see [www.aat.gov.au](http://www.aat.gov.au)).

16.5 LCBA reserves the right to cancel an applicant or students' enrolment, if fees remain unpaid after three (3) written requests.

16.6 LCBA's dispute resolution processes do not remove the applicant's or Student's right to pursue other legal remedies which they feel are necessary.

### 17. Roles and Responsibilities

Roles	Responsibilities
LCBA	Determines and provides information of its schedule of relevant fees and charges, including conditions of payment and reviews annually.
Students	Must pay the applicable fees up front.
Students	Must indicate that they intend to apply for a FEE-HELP loan by the nominated date.
Applicants and students	Must notify LCBA within 7 days of any change to contact details.

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Roles	Responsibilities
Applicants and students	Requests for Refund must be made on the LCBA 'Refund Application Form' and be submitted to a Student Support Officer on Campus.
LCBA	Determines and approves Refunds to eligible applicants/enrolled students under certain circumstances.

### 18. Definitions

'Census date' is the is the last day when a FEE-HELP/domestic student can enrol/ unenroll in a unit. Students who withdraw from a unit after the census date will receive a Fail grade on their transcript and no refund will be paid.

'Commencement date' is the first date of the first week in any term of study during an academic year.

'Course Fees' are the costs payable by a student in order to undertake the program delivered by LCBA. This includes tuition fees covering the provision of the program, course or subject; administration fees and additional charges such as non-tuition material costs as set by LCBA.

'Defer' an action taken to temporarily delay or postpone the commencement of study.

'Deposit' is the amount specified in a 'Letter of Offer' and payable by a commencing student to the Provider on acceptance of an offer of enrolment.

'FEE-HELP' refers to the Government loan scheme available to higher education students only.

'Fees' are the costs payable by a student in order to undertake the program delivered by the Provider. Fees are calculated on a subject basis.

'Letter of Offer' is the Written Agreement issued to the prospective student and includes LCBA's terms and conditions of the student's enrolment.

'Provider Default' Where a registered provider defaults by either ceasing to trade or deliver the tuition that a student has paid for in advance or has incurred a FEE-HELP debt.

'Refunds' An overpayment of fees and/or charges which is reimbursed to the payee (student or the person responsible for paying the fees) in accordance with the requirements of the Higher Education Support Act 2003.

'Student Default' Where a student does not start their course at the location on the agreed starting day and has not previously withdrawn).

'Tuition Assurance Scheme (TAS)' Arrangements that offer protection to support domestic students in the event a Provider is unable to offer the student's course as agreed and placing student in jeopardy of completing their course or qualification.

'Unspent fees' are that proportion of the tuition fees received by the provider that represents the part of the course that will not be delivered to the student (and for which the student has paid) because of provider default.



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### 19. Related Documents

- Academic Integrity Policy
- Enrolment Policy
- Statement of Tuition Assurance Policy HE
- Statement of Tuition Assurance Policy VET
- Student Complaints and Appeals Policy
- Student Contact Details Policy
- Student Selection and Admissions Policy
- Work Integrated Learning Policy

### 20. Implementation

20.1 The Chief Financial Officer is responsible for ensuring that major changes to this policy are accompanied by a completed Implementation Plan, counter-signed by the Dean and presented with the policy to the Corporate Board.

20.2 The Implementation Plan will include a Communication Strategy that identifies key stakeholders and the requirements for effectively implementing and monitoring this policy.

### 21. Summary of changes since last approval

Authored by	Description
Academic Manager VET	Edit of clause 10 to remove outdated terminology

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### 22. Appendix 1: Fee Schedule (AUD) for Domestic and Overseas Students

ITEM	FEE
<b>Enrolment</b>	
Non-Refundable Administration Fee	AUD \$250.00 per applicant
<b>Packaged Programs Conditions</b>	
Non-Refundable Deposit for Eligible Programs	50% of the Principal Program
<b>Overseas Student Health Cover (OSHC)</b> OSHC is mandatory cover for overseas students. It is the responsibility of the student to maintain appropriate OSCH coverage.  Note: Required cover is for one month prior to course commencement date and two months (three months if over the Christmas period) post completion of the enrolled course of studies.	Fee is dependent on visa length.
<b>Reassessment Costs</b>	
Repeat Unit	Full cost of Subject Tuition Fee
Repeat Theory and/or Practical component of unit	Students will be charged the lower of the Subject Tuition Fee or the Set Price.  Set Price: Theory AUD \$750 and Practical AUD \$1,075
Re-sit Theory and Practical components of a unit	AUD \$200.00 Theory, AUD \$500 Practical
<b>Reprints</b>	
Transcripts and Certificates	AUD \$20.00 each
Parchments	AUD \$50.00 each
Re-Issued Name Badges	AUD \$10.00 each
<b>Credit Card Payments *</b>	
American Express	0.95% Surcharge
MasterCard	No Surcharge
Visa	No Surcharge
<b>Late Payments</b>	
Late payment of invoices	5% Surcharge may apply subject to individual circumstances

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### 23. Appendix 2: Refunds Schedule (AUD) for Domestic and Overseas Students

REFUND	CONDITION
<b>Refunds</b>	
Continuing students giving 28 days' written notice or more before course commencement of an enrolled Program	15% of Tuition Fees withheld by LCBA. For a <b>Packaged Program</b> - 50% of Principal Program fee withheld by LCBA. **
New students giving 28 days' written notice or more before course commencement of an enrolled Program	15% of Tuition Fees and AUD \$250.00 Non-Refundable Administration fee withheld by LCBA.
If 28 days' written notice is not given	No Refund - except for Student Visa refusal cases as detailed below.
<b>Student default***</b>	
If Student Visa has been refused by <b>Department of Home Affairs (DHA)</b> prior to course commencement*	Full Refund minus AUD \$250.00 Administration fee.
If Student Visa has been refused by <b>Department of Home Affairs (DHA)</b> after course commencement*	Refund of unspent portion of the tuition fees received by LCBA.
If Student withdraws 28 days or more prior to course commencement*	85% Refund minus AUD \$250.00 Administration fee for non-Packaged Program enrolments 50 % Refund of the Principal Program fee for <b>Packaged Program</b> enrolments. **
If student withdraws less than 28 days prior to course commencement*	No Refund.
If student withdraws after the course commences*	No Refund.
<b>Provider default</b>	
If LCBA fails to start providing the course to the student at the location on the agreed start date	Full Refund (including AUD \$250.00 Administration fee)
If LCBA ceases to provide the course to the student at the location after it is started but before it is completed.	Refund of any unused fee for that study period <i>OR</i> Any unused fee for that study period is set against an alternative LCBA course placement.

\* The refund is made within 14 working days of the submission of a complete Application for Refund.

\*\* Packaged Program have different conditions applied.

\*\*\* Student default is reported and for Overseas Students may result in a change to Visa conditions.