

FEES AND REFUNDS POLICY – OVERSEAS STUDENTS

1. Purpose and Objectives

- 1.1 To outline the obligations of overseas 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 overseas students.

2. Scope

- 2.1 This policy applies to all overseas students who are: a Temporary Resident (visa status) of Australia; a Permanent Resident (visa status) of New Zealand; or a Resident or Citizen of any other country. Students who become Permanent Residents (PR) of Australia are eligible to apply to study as a domestic fee-paying student.
- 2.2 This policy is also relevant to staff involved in managing the fee payment and the refund process.

3. Legislative Context

- Education Services for Overseas Students (ESOS) Act 2000
- Higher Education Standards Framework (Threshold Standards) 2015
- National Code 2018 - Standard 3
- 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 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 Applicants and/or enrolled students may appeal decisions made by LCBA regarding program fees and refunds (Refer to the *Student Complaints and Appeals Policy*).
- 5.5 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 by the nominated due date to meet their financial obligations.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 Tuition fees: Applicants must pay the tuition fees as stated in the Letter of Offer. All cleared funds must be received prior to program commencement. Under the ESOS Act 2000 (Part 3 Div. 2 (27) the following fees may be received prior to program commencement:
 - No more than 50 per cent of the total program tuition fees for programs with a duration of more than 25 weeks, and
 - Up to 100 per cent of the total program tuition fees for programs of 25 weeks duration or less.

If students, or the person responsible for paying the tuition fees, choose to pay more than 50 per cent of their tuition fees before their program commences then (a) and (b) above do not apply.
- 6.7 Should the intake be unavailable after payment has been received, the applicant will be accommodated in the next available intake, where possible.
- 6.8 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).
- 6.9 Late payment of invoices may attract a 5% surcharge.
- 6.10 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*).

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6.11 Packaged Program Conditions: Where a ‘packaged program’ is undertaken, the fees for the first term or semester in the principal course must be paid before the Confirmation of Enrolment (COE) can be issued. Packaged programs covered by this policy include:

- English Course of 25 weeks or greater plus a Bachelor/Master’s Program,
- English Course of 25 weeks or greater plus an Advanced Diploma of Hospitality plus a Bachelor Program,
- Advanced Diploma of Hospitality plus a Bachelor Program.

6.12 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.

8.4 It is a condition of enrolment and the responsibility of the overseas student visa holder to ensure they hold appropriate medical insurance cover.

9. Deferring Program or study period Commencement

9.1 Where an applicant or student elects to defer commencement of a program after signing an Acceptance of Offer, any tuition fees or deposit paid will remain credited towards a student’s account to be applied against charges in a subsequent semester; and be held for up to 12 months from the original commencement date.

9.2 The fees or deposit will be applied to the new program commencement date, on the condition that written notification to defer commencement is received by LCBA prior to the original commencement date, and preferably with 2 weeks’ notice.

9.3 Deferring applicants will be accommodated in a later program of their choice, where possible. Should the fee be greater for the new program than applied to the original program selected,

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the applicant shall pay the balance in cleared funds to LCBA prior to commencement of the program.

- 9.4 Once the 12-month period after deferment lapses, the applicant or enrolled student is required to re-apply to LCBA to study their desired program.
- 9.5 The 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 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.
- 12.3 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.
- 12.4 For Refund applications submitted after a program has commenced, any approved refund is limited to tuition fees only.
- 12.5 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:

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13.1 Where LCBA defaults and is required to cancel or postpone any program prior to the scheduled commencement date:

- 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.
- Pre-paid fees may be transferred to an alternative enrolment in another LCBA course, subject to agreement by the student.

13.2 Where LCBA is unable to complete the program, due to unforeseen circumstances, under subsection 46D(6) of the ESOS Act, any unspent fees already paid by the student will be refunded.

13.3 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 the provider's default.

13.4 This amount is the product of the weekly tuition fees for the course and the number of weeks remaining in the paid portion of the course after the day the relevant default occurred.

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.

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 under the conditions set out under section 47A of the ESOS Act 2000, 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 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 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.

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- Misbehaviour by the student.

14.3 Refunds are not available for the following student default circumstances:

- A cancellation of the student enrolment due to the actions of the student (such as breach of enrolment conditions e.g. course progress requirements).
- A student initiated withdrawal from the program after course commencement, with no extenuating circumstances.
- Where an applicant gives less than 28 days' 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.
- Where an enrolled student fails to complete, withdraws from or does not commence an LCBA study period including for reasons such as;
 - a change to student visa status; or
 - cancellation of the student's visa.

14.4 Where an overseas student either abandons or withdraws from a program without notice, LCBA is obliged by law to report this to the Department of Home Affairs (DHA).

14.5 Where a student is refused a visa, and is yet to commence the program, LCBA will refund all course fees received, including both tuition and non-tuition fees, but excluding the Administration fees.

14.6 Where a student is refused a visa, but has already commenced the program, the refund payable will be the unspent portion of the tuition fees received. There will be no refund of any non-tuition fees or Administration fees received by LCBA in respect of the student.

14.7 **Packaged Program refund conditions:**

14.7.1 Separate Refund conditions exist for **Packaged Program** students.

14.7.2 Where an applicant/student elects not to commence a 'packaged' program and gives notice in writing at least 28 days before the commencement of the principal program, the following applies;

- 50% of any tuition fee paid for programs not yet commenced is refunded,
- The applicant/ student may elect to have any pre-paid tuition fees transferred to an alternate LCBA program if they have an approved application for the applicable alternative program.

14.8 **General non packaged program refund conditions**

14.8.1 A refund of up to 85% of tuition fees only, may be payable in certain circumstances, determined by LCBA, and with reference to clause 14.7 above. These circumstances include:

- 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.

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- Where a student seeks, and is granted, approval by LCBA to transfer to another provider prior to completion of six months study in the principal program and gives written notice at least 28 days before the commencement of the next study period.
- 14.9 Where a **non- Packaged Program applicant/ student** elects not to commence an LCBA program and gives notice in writing 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.
- 14.10 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. Default Notifications

- 15.1 The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist overseas students whose education providers are unable to fully deliver their course of study. The TPS ensures that overseas 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.
- 15.2 Provider and student defaults must be reported to the TPS Director within the legislated time frames. The notice must comply with any requirements of a legislative instrument made under Part 5 of the ESOS Act 2000. The Minister may, by legislative instrument, specify requirements for a notice given under this section.
- 15.3 LCBA must report the outcome of the provider or student default to the TPS Director within 7 days after the end of the provider obligation period. The notice must include the following:
- whether the provider provided a refund under section 47D or 47E;
 - details of the student the provider provided the refund to;
 - details of the amount of the refund provided.
- 15.4 All default notifications and reporting are to be completed through Provider Registration and International Student Management System (PRISMS) by LCBA's Admissions Officer.

16. Payment of Refunds

- 16.1 Refunds will be paid in Australian dollars (AUD) by bank transfer.
- 16.2 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.
- 16.3 Refunds are not payable where a student's visa is cancelled due to the student's failure to comply with the conditions and terms of the visa to study in Australia issued by the Department of Home Affairs (DHA).

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- 16.4 Records of the refund application, receipts identifying payment of refunds and associated actions and correspondence are maintained in the student file.
- 16.5 LCBA is unable to provide refunds for fees paid to third parties, such as overseas student Health Cover (OSHC) or education agents.
- 16.6 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, such as the Tuition Protection Service (TPS), if required.

17. Appealing Refund decisions

- 17.1 All students have the right to appeal a refund decision made by LCBA.
- 17.2 Students wishing to submit an appeal of a refund decision should refer to the LCBA *Student Complaints and Appeals Policy*. Le Cordon Bleu Australia takes all student complaints seriously and will address them according to its *Student Complaints and Appeals Policy*. No student should fear a negative outcome or retribution from raising concerns or making a complaint.
- 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*.
- 17.3 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.

18. 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 |
| Package offer programme applicant/ student | the fees for the first term or semester in the principal course must be paid before the Confirmation of Enrolment (COE) can be issued |
| 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. |
| LCBA Finance | Approved requests for refund will be paid in Australian dollars and made to the person(s) who initially made payment of the fees. |

19. Definitions

'Commencement date' is the first day 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' is an action taken to temporarily delay or postpone the commencement of study.

'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' Under the ESOS Act 2000 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.

'Student Default' Under section 47A of the ESOS Act 2000, 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

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‘Refunds’ Fees and/or charges which are reimbursed to the payee (student or the person responsible for paying the fees) in accordance with LCBA terms and the requirements of the National Code 2018.

‘Tuition Protection Service’ A placement and refund service to assist overseas students whose registered provider is unable to fully deliver their program. Further information on the Tuition Protection Scheme and the role of the TPS Director is available at <https://tps.gov.au>

‘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.

‘Written Agreement’ An agreement between the Provider and overseas student which clearly outlines details of the enrolled program including enrolment details, fee schedules and refund conditions; and information on student obligations, complaint and appeal policies and management of privacy.

20. Related Documents

- 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

21. Implementation

21.1 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.

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

22. Summary of changes since last approval

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

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

| ITEM | FEE |
|--|--|
| Enrolment | |
| Non-Refundable Administration Fee | AUD \$250.00 per applicant |
| Packaged Programs Conditions | |
| Non-Refundable Deposit for Eligible Programs | 50% of the Principal Program |
| Overseas Student Health Cover (OSHC). 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. |
| Reassessment Costs | |
| 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 |
| Reprints | |
| Transcripts and Certificates | AUD \$20.00 each |
| Parchments | AUD \$50.00 each |
| Re-Issued Name Badges | AUD \$10.00 each |
| Credit Card Payments * | |
| American Express | 0.95% Surcharge |
| MasterCard | No Surcharge |
| Visa | No Surcharge |
| Late Payments | |
| Late payment of invoices | 5% Surcharge may apply subject to individual circumstances |

**Please note cards that require pin numbers cannot be accepted via telephone or Credit Card Forms*

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

| REFUND | CONDITION |
|---|---|
| Refunds | |
| 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 Packaged Program - 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. |
| Student default *** | |
| If Student Visa has been refused by Department of Home Affairs (DHA) prior to course commencement* | Full Refund minus AUD \$250.00 Administration fee. |
| If Student Visa has been refused by Department of Home Affairs (DHA) 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 Packaged Program enrolments. ** |
| If student withdraws less than 28 days prior to course commencement* | No Refund. |
| If student withdraws after the course commences* | No Refund. |
| Provider default | |
| 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.