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FEES AND REFUND POLICY AND ASSOCIATED PROCEDURES

PURPOSE OF THE POLICY

The purpose of this policy is to articulate clear and transparent arrangements for the setting and collection of course fees, the protection of prepaid fees, and the assessment and payment of refunds for students undertaking training and assessment with Sydney College of Professional Education (SCPE). The policy safeguards student interests, supports informed decision-making, and preserves the financial integrity of the organisation.

POLICY STATEMENT

SCPE charges fees that are fair, competitive and in line with comparable providers. All fees are endorsed by the Chief Executive Officer (CEO) or delegate and are reviewed annually.

SCPE is committed to providing students with information about all fees and charges associated with a course, as well as its refund policy and processes prior to enrolment. Prospective students can access information about fees and charges and refunds in the International Student Handbook and Course Brochure. Enrolling students are fully informed of all fees and charges and the refund policy in the Offer Letter and Student Agreement.

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

Students are advised of the potential for fees and charges to change over the duration of their course. Students are advised of any statutory cooling off period in their Offer Letter and Student Agreement.

Students have the right to withdraw from training or request a refund at any time. Likewise, SCPE reserves the right to suspend or cancel an enrolment under defined circumstances such as persistent misconduct or non-payment of fees. Every decision that affects a student's financial liability is supported by evidence, communicated in writing and open to appeal.

The policy also ensures compliance with key obligations under the Standards for RTOs 2025, including the requirement that students receive sufficient and accurate information about fees, refunds, and enrolment terms (Standard 2.1), and that processes for managing changes to enrolment or course status are fair,

accessible, and comply with all relevant legislation and regulatory requirements, as required under Standard 4.1.

Further, this policy embeds safeguards aligned with Clause 19 of the Compliance Requirements by limiting upfront payments to no more than $1,500 unless protected through approved mechanisms. It provides guidance on the treatment of tuition and non-tuition fees, timelines for processing refunds, and issuing Statements of Attainment upon withdrawal.

SCPE reverse the right to update its fees, conditions, and related policies, ensuring students are informed in advance, except where changes affect students who have commenced their course.

SCOPE

The policy applies to all prospective and current students of SCPE and to all staff involved in determining, advertising, invoicing, collecting or refunding fees.

DEFINITIONS

- **Australian Consumer Law (ACL)** - Federal legislation outlining consumer rights and obligations. Under ACL, students are entitled to a refund or remedy if services do not meet consumer guarantees.
- **Cancellation** - The formal termination of a student's enrolment at SCPE, either initiated by the student or SCPE due to defined circumstances (e.g. misconduct).
- **Enrolment Application Fee** - A fee (if applicable) charged for processing a student's application for enrolment. This fee may or may not be refundable, depending on the RTO's policy.
- **Extenuating Circumstances** - Unforeseen or exceptional personal situations beyond the student's control that may justify a discretionary refund (e.g. serious illness, bereavement).
- **Misconduct** – Breaches of the Student Misconduct Policy including academic dishonesty, harassment, or damage to property that may lead to cancellation of enrolment and forfeiture of fees.
- **Prepaid Fees** – Monies paid by a student before training and assessment services are delivered. Under the Standards for RTOs 2025, no more than $1,500 may be collected in advance unless approved protections are in place.
- **Prospective Student** – A person who has not yet commenced training but has paid fees or is engaged in the enrolment process.
- **Schedule of Fees and Charges** - A document issued during pre-enrolment that itemises tuition, resource and incidental fees together with their refund status.
- **Student Default** - Circumstances where a student breaches their agreement and fails to commence, withdraws without notice, or breaches visa or course conditions.
- **Tuition Fees** - Charges levied for the delivery of training and assessment services.
- **Tuition Protection Service (TPS)**: A safety mechanism to protect international student fees and ensure course continuity.
- **Non-Tuition Fees** - Additional fees such as material costs, re-assessments and administrative services.

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PROCEDURE

1. Payment of Fees

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

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

SCPE ensures compliance with financial regulations regarding the collection of tuition fees.

- SCPE will not receive more than $1500 AUD of the student's total tuition fee for a course before the student begins the course unless the course has only one study period which is 24 weeks or less, in which case 100% of total tuition fees can be received.

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

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

- First warning letter: failing to pay an invoice within 5 days of receipt or contacting Sydney College of Professional Education to make alternative arrangements.

- Second warning letter: failing to pay an invoice within 5 days of receipt of the first warning letter or contacting Sydney College of Professional Education to make alternative arrangements.

- Notice of intention to report: failing to pay an invoice within 5 days of receipt of the second warning letter or contacting Sydney College of Professional Education to make alternative arrangements.

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

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

2. Cooling-Off Period

A 10-day cooling-off period is offered from the time the student signs the Written Agreement and makes the initial payment. If the student withdraws during this period, a full refund of tuition fees will be provided, less the application fee.

3. Additional Fees

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

ADDITIONAL FEES THAT MAY APPLY	AMOUNT
Deferral fee	Nil
Reassessment fee (students have a total of 2 attempts and any attempt thereafter will incur the stated fee)	$100
Fees for late payment of course fees	$100 per week for each week the payment for course fees is delayed
Credit transfer	Nil
RPL	Application fee of $250 Unit fee $500

4. Fee Protection

SCPE does not require any student to pay more than $1,500 in advance of services being delivered. Any additional amounts are only invoiced once the student has commenced the course and received a proportionate amount of the training and assessment services. This ensures compliance with Clause 18 of the Compliance Requirements and protects students from financial risk.

In accordance with Section 29(3) of the ESOS Act, SCPE ensures that all prepaid tuition fees are securely held in a designated bank account until the student commences their course, as outlined in the *Tuition Protection Service (TPS) Policy and Procedure*.

Eligible pre-commencement refunds are processed through fund transfers from the student fees account to the operational account. Direct payments from the student fees account are disabled under current practice. SCPE's participation in the Tuition Protection Service (TPS) ensures additional financial security for student fees.

If a refund request is not received within six (6) months of the event which qualifies the student for a refund, the student will forfeit their right to a refund.

5. Refunds

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

- All application fees are non-refundable except where Sydney College of Professional Education cancels a course prior to commencement due to insufficient numbers or other unforeseen circumstances, including a sanction being imposed on Sydney College of Professional Education.
- Where Sydney College of Professional Education cancels a course either before or after commencement, students will receive an automatic refund and do not need to complete the Refund Application Form. This will be provided within 10 working days of the default.
- In all other circumstances, students are required to complete a Refund Application Form which can be accessed from our office This form must be submitted within 10 working days of the event that led to the request for the refund. The outcome of the refund assessment will be forwarded to the student in writing within 20 working days, as well as any applicable refund.
- Refunds will be paid to the person or entity from whom the original payment was received and in Australian Dollars.
- The refund policy does not remove the right of the student to take further action under Australian Consumer Law.

International
Refunds **for international students** will be calculated as follows:

CIRCUMSTANCE	**REFUND DUE**
Sydney College of Professional Education cancels course before commencement.	Full refund of all fees.
Sydney College of Professional Education cancels course following commencement.	Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).

Sydney College of Professional Education has not provided an Offer Letter and Student Agreement that meets the requirements of the National Code 2018.	Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Student withdraws up to 4 weeks prior to course commencement.	Application fee not refunded. Refund of all other fees and charges.
Student withdraws less than 4 weeks prior to course commencement.	Application fee not refunded. Refund of 90% of all other fees and charges.
The student does not commence on the agreed start date and has not previously withdrawn.	No refund. Fees for full study period (term) to be paid.
Student withdraws after commencement.	No refund. Fees for full study period (term) to be paid.
Student's enrolment is cancelled due to disciplinary action.	No refund. Fees for full study period (term) to be paid.
Student breaches a visa condition.	No refund. Fees for full study period (term) to be paid.
The student has supplied incorrect or incomplete information causing Sydney College of Professional Education to withdraw the offer of the course prior to commencement.	No refund. Fees for full study period (term) to be paid.
The student is refused a visa because they did not pay start their course at the agreed location on the agreed starting day or they withdrew from their course with Sydney College of Professional Education or they did not pay an amount due.	No refund. Fees for full study period (term) to be paid.
The student is refused a visa and therefore does not commence their course on the agreed starting day or withdraws from the course on or before the agreed starting day because of the visa refusal.	The refund amount is calculated as follows: The total amount of all course fees (tuition and any non-tuition fees) received before the default day minus either 5% of the amount of course fees or $500 – whichever is the lesser amount. *As an example, to illustrate this, if Raj has paid*

	$1,500 in course fees but has his visa refused, 5% of $1,500 is $75. As this is a lesser amount than $500 this is what will be paid as a refund i.e., the refund amount will be $1,425.
The student is refused a visa and has already commenced their course.	The refund amount is calculated as follows: The weekly tuition fee x weeks in the default period. *As an example, to illustrate this, Raj is studying a 40-week course. Each term is 10 weeks. The total fees for Raj's course are $10,000 in tuition fees and $500 in material fees. Raj pays the first term's tuition fees of $2,500 plus non-tuition fees of $500. However, Raj completes 2 weeks (14 days) of his course but then has his visa refused.* *The weekly tuition fees for this course amount to $250 per week.* *The number of weeks in the default period is 8 weeks (56 days) i.e., to the end of the first term. Raj is therefore eligible to receive a refund of $2,000 i.e., the weekly tuition fees of $250 x the number for weeks in the default period of 8 weeks. Raj won't be eligible to have the non- tuition fees refunded.*

Domestic Refunds

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

CIRCUMSTANCE	**REFUND DUE**
Sydney College of Professional Education cancels course before commencement due to insufficient numbers or other unforeseen circumstances, including a sanction being imposed on Sydney College of Professional Education (known as provider default).	Full refund of all fees.

Sydney College of Professional Education cancels course due to unforeseen circumstances, including a sanction being imposed on Sydney College of Professional Education (known as provider default).	Application fee not refunded. Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Student withdraws up to 4 weeks prior to course commencement.	Application fee not refunded. Refund of all other fees and charges.
Student withdraws less than 4 weeks prior to course commencement.	Application fee not refunded. Refund of 90% of all other fees and charges.
Student withdraws after commencement.	No refund. Fees for full study period (term) to be paid.
Student's enrolment is cancelled due to disciplinary action.	No refund. Fees for full study period (term) to be paid.
The student has supplied incorrect or incomplete information causing Sydney College of Professional Education to withdraw the offer of the course prior to commencement.	No refund. Fees for full study period (term) to be paid.

6. Withdrawal and Refund Process

Students may choose to withdraw from a course or unit of study at any time by submitting a written withdrawal request. The withdrawal must be submitted using the SCPE Course Withdrawal Form and should include the reason for withdrawal and the effective date. SCPE will acknowledge all withdrawal requests within 3 business days.

Where appropriate the CEO or delegate will contact the student to discuss alternate arrangements to course withdrawal:

- continue with their enrolment by providing them with additional learning support or
- defer the course to a later date

Refund eligibility will be assessed in accordance with the refund clauses in this policy. Students who have completed units of competency will be issued a Statement of Attainment for units where competency has been achieved and all fees are paid. Certification will be issued within 30 calendar days in accordance with the

Credential Policy.

Students whose enrolment is terminated due to misconduct, as defined in the Student Misconduct Policy, are not eligible for a refund of fees paid. Appeals may be submitted under the Complaints and Appeals Policy.

Students who are unhappy with SCPE's arrangements for the collection and refunding of fees paid are entitled to lodge a complaint. This should occur in accordance with SCPE's Complaints and Appeals Policy and Procedure.

Sydney College of Professional Education (SCPE) will not issue refunds for:

- Application fees, and non-tuition fees such administrative / materials fees
- If you withdraw from your course after the course has commenced
- If you withdraw from your course not in accordance with your visa obligations and behaved not in good faith
- Change in student's work hours
- Inconvenience of travel to class
- Moving interstate or overseas
- Job changes or retrenchment
- Students who leave before completing the course &/or qualification
- If a student becomes a permanent resident of Australia during the program. No guarantees of university or other pathway places will apply to such students
- If DHA has rejected your student visa application based on their finding that you have supplied fraudulent documents along with your student visa application.

Eligible refunds will be refunded within 28 days of receipt of written notification. SCPE will provide the student a statement that explains how the amount has been worked out.

Refunds will only be given to the person who paid the tuition fees. Refunds will be made in Australian Dollars to the account specified in the refund application

The written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer law applies.

7. Provider Defaults

In the unlikely event that SCPE is unable to deliver an enrolled course in full, students will be offered a full refund of all the course moneys paid to date for this course within two weeks (10 business days) of the day the course ceased being provided.

Alternatively, students may be offered enrolment in an alternative course offered by SCPE at no additional cost.

Students have the right to choose whether they would prefer a full refund, or to accept a place in another course. If students choose placement in another course, SCPE will ask them to sign a document to indicate they accept the placement.

If SCPE is unable to provide a refund or place students in an alternative course the Tuition Protection Scheme (TPS) will attempt to place students in suitable alternative courses or, if that is not possible, they will be eligible for a refund as calculated by the TPS Director.

8. Review of Fees

SCPE reserves the right to review and adjust tuition and non-tuition fees as required. Any fee increases will only apply to future enrolments and cannot be imposed on current students unless explicitly stated and agreed upon in their original Written Agreement. Students who have prepaid tuition fees for their courses are protected under the Tuition Protection Service (TPS).

Fee increases will be communicated clearly to prospective students before they accept an offer or enrol. SCPE will also ensure that updated course fees are reflected on the CRICOS register, marketing material and any publicly available documents.

To provide adequate notice, SCPE will communicate fee changes at least 3 to 6 months before they take effect. The following measures will be implemented:

- Fee changes for future intakes will be introduced in a way that gives prospective students sufficient notice (e.g., at least one intake period in advance).
- CRICOS registration will be updated to reflect the new fee structure before the increased fees are charged.

PROCEDURE SUMMARY TABLE

Action	Responsible	Timeframe	Reference/Use
1. Issue Schedule of Fees and Charges and pre-enrolment disclosure.	Student Administration Officer	At pre-enrolment	Schedule of Fees and Charges, Course Brochure, Student Handbook
2. Issue Offer Letters and Student Agreement including full fee details and refund policy	Student Administration Officer	Before enrolment finalisation	Offer Letter and Student Agreement
3. Collect student fees in accordance with prepaid fee policy (≤ $1,500 upfront).	Student Administration Officer / Accounts Officer	Upon enrolment	Invoice, Payment Record
4. Deposit prepaid fees in designated TPS account	Accounts Officer	Prior to course start date	Bank Records, TPS Policy

5. Monitor overdue fees and issue first and second warning letters	Accounts Officer	As per payment schedule	Warning Letter, SMS Notices
6. Issue Notice of Intention to Report for Non-Payment	Student Administration Officer / Accounts Officer	5 days after second warning	Intention to Report Letter
7. Accept and acknowledge student withdrawal or refund request.	Student Administration Officer / Accounts Officer	Within 3 business days of receipt	Student Withdrawal Form, Refund Request Form
8. Assess eligibility for refund based on timing and reason.	CEO	Within 5 business days of request	Refund Policy, Refund Eligibility Matrix
9. Notify student of refund decision and appeal rights.	Student Administration Officer / Accounts Officer	Within 7 business days of request	Refund Decision Letter, Complaints and Appeals Policy
10. Process approved refunds to student.	Accounts Officer	Within 28 calendar days of decision	Refund Payment Record
11. Suspend or cancel enrolment for misconduct or non-compliance.	CEO	As required	Misconduct Report, Enrolment Cancellation Letter
12. Issue Statement of Attainment for completed units upon withdrawal.	Student Administration Officer	Within 30 calendar days	Student File, Statement of Attainment
13. Record decision and documentation in student management system.	Student Administration Officer	Immediately upon action	SMS, Student File Checklist
14. Escalate unresolved concerns via Complaints and Appeals Policy	Student Administration Officer	Upon student request	Complaints and Appeals Register
14. Report provider default or activate TPS process if SCPE cannot deliver course	CEO	Within 10 business days of default	TPS Process Documentation, TPS

POLICY IMPLEMENTATION

This policy is implemented through the enrolment, administration, and student support systems of SCPE. Key staff are trained in its operation during induction and through ongoing professional development activities.

Communication of this policy to students is ensured through inclusion in the Student Handbook, enrolment agreements, the website, and during orientation.

MONITORING AND EVALUATION

This policy and procedure will be reviewed annually to ensure compliance with legislative and regulatory requirements.

Monitoring activities include:

- Auditing of refund processing timeframes and documentation accuracy,
- Spot checks of enrolment files and fee records for compliance with prepaid fee limits,
- Feedback collected through student surveys and complaints data,
- Review of Statements of Attainment issued post-withdrawal.

Review outcomes, including any proposed fee adjustments or policy updates, are reported to the CEO for approval and implementation.