



FEES AND CHARGES POLICY AND PROCEDURE (INTERNATIONAL)

Purpose

This policy and procedure describes the commitment of ACE to provide accurate and timely information on Fees and Charges to students prior to enrolment or commencement of study in ACE in order for students to make an informed decision regarding their training. Through this policy and procedure, ACE also aims to provide a fair and just process in administering all fees and charges, including protection for student fees in the event that ACE ceases to provide a course of study in which a student is enrolled in.

Scope

This policy and procedure applies to all overseas students enrolled in ACE and relevant staff involved in the enrolment and student support processes.

Definitions

Course Fee	<p>Money that ACE receives, directly or indirectly from:</p> <ul style="list-style-type: none"> • An overseas student or intending Overseas student; or • Another person who pays the money on behalf of an overseas student or intending overseas student. <p>Course fees = tuition fees + non-tuition fees received by the provider in respect of the overseas student) as extracted from Explanatory Guidance on the Education Services for Overseas students (Calculation of Refund) Specification 2014 (Total Course Fee = Enrolment Fee + Tuition Fee + Non-Tuition Fee)</p>
Enrolment Fee	<p>a non-refundable fee covering the cost of administration or registration. The Enrolment Fee is subject to change.</p>
Non-Tuition Fees	<p>cover other items not directly related to tuition and may be compulsory or discretionary.</p>
Prepaid Fees	<p>sometimes referred to as 'fees collected in advance' or 'initial payment' means fees collected before the relevant services have been provided. This is the fee payable, as set out in the Student Acceptance Agreement, to make an application to study a Course at ACE.</p>
Recognition of Prior Learning (RPL)	<p>an assessment process that assesses the competency/s of an individual that may have been acquired through formal, non-formal and informal learning to determine the extent to which that individual meets the requirements specified in the training package or VET accredited courses.</p> <ol style="list-style-type: none"> a) formal learning refers to learning that takes place through a structured program of instruction and is linked to the attainment of an AQF qualification or statement of attainment (for example, a certificate, diploma or university degree); b) non-formal learning refers to learning that takes place through a structured program of instruction, but does not lead to the attainment of an AQF qualification or statement of attainment (for example, in-house professional development programs conducted by a business); and c) informal learning refers to learning that results through experience of work-related, social, family, hobby or leisure activities (for example the acquisition of interpersonal skills developed through several years as a sales representative).

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<p>Provider Default</p>	<p>Where the registered provider fails to provide a course or ceases to provide a course to an overseas student within the meaning of section 46A of the ESOS Act as defined below: A registered provider defaults, in relation to an overseas student or intending Overseas student and a course at a location, if:</p> <p>(a) either of the following occurs:</p> <ul style="list-style-type: none"> (i) the provider fails to start to provide the course to the overseas student at the location on the agreed starting day; (ii) the course ceases to be provided to the overseas student at the location at any time after it starts but before it is completed; and <p>(b) the overseas student has not withdrawn before the default day</p> <p>(c) the course is not provided in full to the overseas student because a sanction has been imposed on ACE or any other reason</p>
<p>Student Default</p>	<p>Where an overseas student does not start a course or withdraws from a course as defined in section 47A(2) of the ESOS Act as follows: An overseas student or intending Overseas student defaults, in relation to a course at a location, if:</p> <p>(a) the course starts at the location on the agreed starting day, but the overseas student does not start the course on that day (and has not previously withdrawn); or</p> <p>(b) the overseas student withdraws from the course at the location (either before or after the agreed starting day); or</p> <p>(c) the registered provider of the course refuses to provide, or continue providing, the course to the overseas student at the location because of one or more of the following events:</p> <ul style="list-style-type: none"> (i) the overseas student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course; (ii) the overseas student breached a condition of his or her overseas student visa; (iii) misbehaviour by the overseas student. <p>In all of the aforementioned instances of overseas student default, ACE will notify the TPS Director and Department of Home Affairs (DHA) via PRISMS within 5 business days of the default occurring.</p> <p>Note: a student default may occur only after all internal and external appeals processes have been exhausted</p>
<p>Statement of Fees</p>	<p>an itemised list of all fees and materials, and any other charges incurred as a requirement for the course</p>
<p>Tuition Protection Service (TPS)</p>	<p>The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students, whose education providers are unable to fully deliver their course of study. The TPS ensures that these students are able to either:</p> <ul style="list-style-type: none"> • complete their studies in another course or with another education provider or • receive a refund of their unspent tuition fees



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Tuition Fees

Tuition fees are defined in section 7 of the ESOS Act. They are fees received by a provider (from or on behalf of an overseas student or intending Overseas student) that are “directly related to the provision of a course that the provider is providing, or offering to provide, to the overseas student”.

Tuition fees are typically compulsory fees for the delivery of the enrolled course and include items such as:

- tutorials and tutoring sessions
- lectures
- additional requisite training including practicums and practice hours
- ancillary costs for fieldwork, excursions or laboratories
- specialist materials that are mandatory and relate to the provision of the course.

Policy

1.0 General

1.1 ACE shall direct the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:

- a. all relevant fee information including:
 - fees that must be paid to ACE, clearly describing all costs involved with the course
 - payment terms and conditions including deposits and refunds
- b. the learner’s rights as a consumer, including but not limited to:
 - any statutory cooling-off period, if one applies
 - any change that may affect the services provided by ACE such as:
 - o a change in the ownership of ACE, and/or
 - o any changes to, or new third-party arrangements ACE puts in place, for the delivery of services to those learners.
- c. the learner’s right to obtain a refund for services not provided by ACE in the event the:
 - arrangement is terminated early
 - ACE fails to provide the agreed services.

2.0 Tuition Fees

2.1 ACE shall not receive, in respect of an overseas student or intending overseas student, more than 50% of the student’s total tuition fees for a course before the student has started the course, unless:

- a. either the student **or** a person who is responsible for paying those fees choose to pay more than 50% of the overseas student’s, or intending overseas student’s, total tuition fees for a course before course has started.
- b. the course has a duration of 25 weeks or less.

2.2 ACE shall maintain an account with an Australian bank (Students account or trust account) if it opts to receive tuition fees for a course before the student has begun the course.

2.3 ACE shall ensure at all times that there is sufficient amount (protected amount) in the account to repay all tuition fees to every overseas student or intending overseas student (a relevant student) who has not yet begun the course that ACE is to provide to the student if required.

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3.0 Protecting Pre-Paid Fees by Overseas Students

- 3.1 ACE shall accept tuition or non-tuition fees only until after or at the same time as the overseas student signs or otherwise accepts the Student Acceptance Agreement. An accepted agreement copy shall be stored in the student's file.
- 3.2 Where ACE requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), ACE will meet the requirements set out in the Requirements for Fee Protection in Schedule 6 given in the table below. Prepaid fees apply to all fees that a student is required to pay, including enrolment fees, tuition fees, materials fees and any other fee component that is a mandatory payment for the course.
- 3.3 In compliance with the Tuition Protection Service (TPS) under the Education Services for Overseas Students Act 2000 (ESOS Act), ACE shall not require more than 50 per cent of the fees for an overseas student to be prepaid, unless the student chooses to pay more. This applies even if 50 per cent of the course fees would be less than the threshold prepaid fee amount of \$1500.
- 3.4 In the event that ACE will collect more than \$1500 of prepaid fees, ACE will address learner fee protection by implementing one or more of the following arrangements specified in Schedule 6 of the Standards for RTOs 2015:

ACE addresses learner fee protection by implementing one or more of the following arrangements:

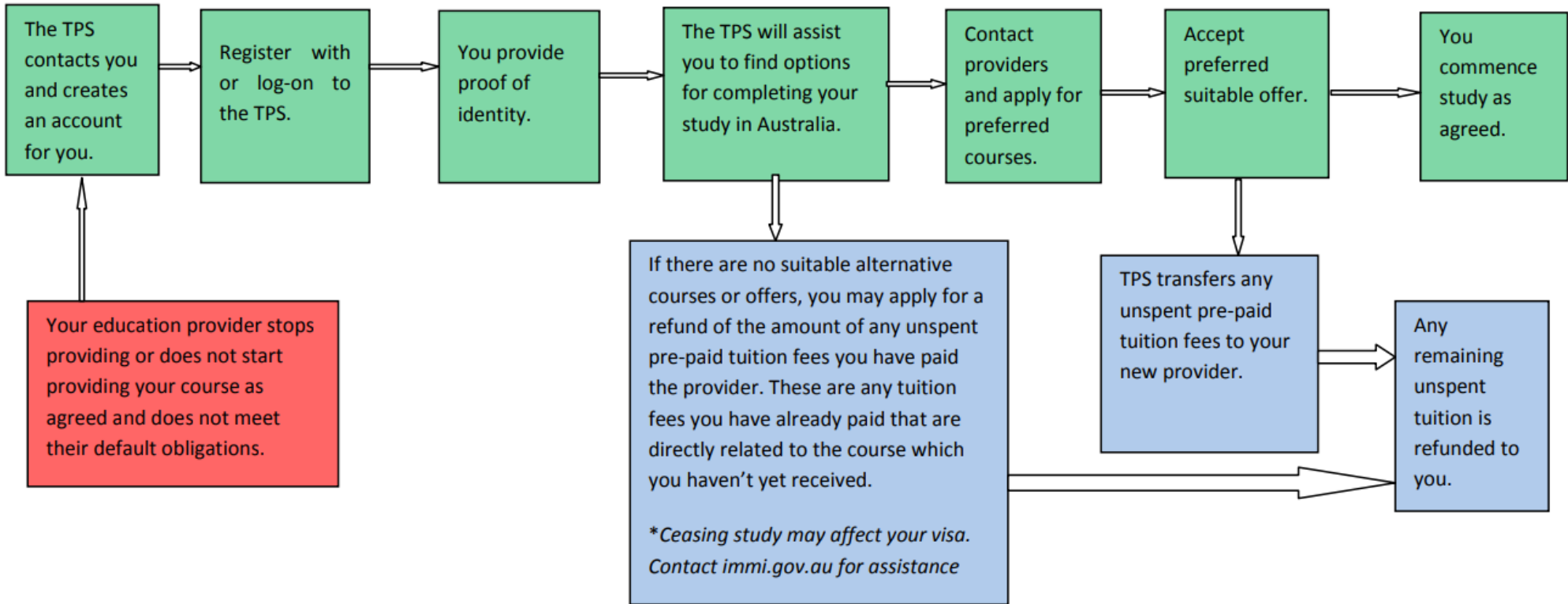
1. *ACE holds an unconditional financial guarantee from ANZ bank (Students account) operating in Australia where:*
 - a. *the guarantee is for an amount no less than the total amount of prepaid fees held by the RTO in excess of the threshold prepaid fee amount for each learner for services to be provided by the RTO to those learners; and*
 - b. *all establishment and ongoing maintenance costs for the bank guarantee are met by the RTO.*
2. *ACE holds current membership of Tuition Assurance Scheme (TPS) approved by its VET Regulator which, if the RTO is unable to provide services for which the learner has prepaid, must ensure:*
 - a. *the learner will be placed into an equivalent course such that:*
 - *the new location is geographically close to where the learner had been enrolled; and*
 - *the learner receives the full services for which they have prepaid at no additional cost to the learner; or*
 - b. *if an equivalent course cannot be found, the learner is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.*

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The TPS overview – how does it work for international students?



Note: The above flow diagram is for guidance purposes only. To the extent that the diagram is inconsistent with the *Education Services for Overseas Students Act (the ESOS Act) 2000* the ESOS Act prevails. Providers should not rely on this diagram alone and must read the requirements in the ESOS Act.

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Procedures

1.0 Fees and Charges

- 1.1 ACE will calculate course fees and charges for each individual student based on his chosen course of study and provide this information in the **Letter of Offer and Student Acceptance Agreement**, which the student will have to sign and return to ACE prior to enrolment or issuance of Confirmation of Enrolment.
- 1.1.1 Total Course Fees include:
- Enrolment Fee (non-refundable)
 - Tuition Fee (non-transferable to another educational institution)
 - Non-Tuition Fee
- 1.2 ACE will attach the **Payment Plan and Agreement** to the Letter of Offer and Student Acceptance Agreement, which the student will also have to sign and return to ACE.
- 1.2.1 The Payment Plan and Agreement details the monthly amount due and due date per course of study, which is specific for every student.
- 1.2.2 Following the initial amount due at enrolment (the enrolment fee and initial deposit); the balance of fees is to be paid on an instalment program outlined in the Payment Plan.
- 1.2.3 Students are expected to pay the fees and charges agreed to at the time of enrolment, as outlined in the Payment Plan, until the completion of their course.
- 1.2.4 Late payment of fees will incur a penalty (\$75 per month up until the date the payment is made) on the fee instalment owed to ACE as stated in the Payment Plan.
- 1.3 The student will arrange payment of the enrolment fee and initial deposit to ACE by bank transfer, credit card / debit card or cash paid in person. Payment methods are detailed in the Letter of Offer and Student Acceptance Agreement.
- 1.3.1 Any fees (including late fees) paid by credit card (Visa or MasterCard) will incur a surcharge of 2% of the amount that is paid.
- 1.4 Additional Charges will also be calculated by ACE for each student, where applicable, and provided in the Letter of Offer and Student Acceptance Agreement.
- 1.4.1 Student will be required to pay additional charges for Overseas Student Health Cover (OSHC) if arranged through ACE.
- 1.4.1.1 International students are required to have a valid Overseas Student Health Cover (OSHC) in order to secure their enrolment with ACE as The Department of Home Affairs requires overseas students to maintain an OSHC for the duration of time they are in Australia. If a student cannot provide a valid OSHC at the time of enrolling, he/she may request ACE to organize one (and the cost will be included in the charges).
- 1.4.1.2 OSHC Exemptions - Overseas Students are exempt from requiring to purchase OSHC if they are from countries that have a specific (government-to-government) agreement with Australia that covers their insurance requirements. Students do not need an OSHC if they are:
- Residents from Norway are provided with adequate health insurance by the Norwegian Government (the National Insurance Scheme).
 - Residents from Sweden can take out health insurance with Kammarkollegiet (the Swedish Legal, Financial and Administration Agency). This insurance is considered adequate health insurance. However, this insurance is not universal

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and student visa applicants must present evidence of cover with their application or they are required to hold OSHC.

- Residents from Belgium are specifically covered by their Reciprocal Health Care Agreement, which is considered adequate health insurance.

1.4.2 Student also will be required to pay additional charges under circumstances such as:

- Cancellation after Start Date according to Refund Policy
- Re-submission of Assessment / Failed Units
- Re-sitting of Assessment
- Repeat / Re-enrolling unit fee
- Late Payments
- Credit Card surcharges
- Lost Student ID card
- RPL fee (per unit)
- Course Variations
- Re-Issuing of Certificates
- Photocopying / Printing
- Airport Pick-Up

For Commercial Cookery Courses: Chef uniform, Knife kit & Safety Shoes	Refer to Pre-Enrolment Brochure, Student Handbook and/or Letter of Offer & Student Acceptance Agreement
For Light Vehicle Mechanical Technology Course: Steel Cap Boots, Uniform, PPE Safety Glasses	Refer to Pre-Enrolment Brochure, Student Handbook and/or Letter of Offer & Student Acceptance Agreement
Late Payment fee	A late payment fee of \$75 will be added to the student's account each month that their account is in arrears.
Surcharge on fee paid by Credit Card	2% of fee paid by credit card
Lost Student ID Card	\$25 per replacement ID card
ACE reference letter	\$50 per reference letter
Re-Issuing of Certificates	\$100 (Testamur and record of results) \$50 (Statement of Attainment)
Repeat / re-enrolling unit	Total Course Fees / Total Units
Re-assessment	\$200.00 per assessment
Re-sit assessment	\$200.00 per assessment
Course Variation	\$300 administration fee per variation (non-refundable)
Recognition of Prior Learning	\$300 per unit
Photocopying / Printing	Free of charge (within reason)
Airport Pick-up	\$150.00
Accommodation (A Student Support Services officer can assist the student with locating appropriate accommodation if required)	Dependent on type, however average costs are: <i>Private Rental:</i> \$150 to \$400 per week (depending on how many you share with and where you live) <i>Student Apartment:</i> \$250 to \$500 per week <i>Residential College:</i> \$315 to \$450 per week <i>Homestay:</i> \$250 to \$300 per week

1.5 ACE will not proceed with a student's enrolment without the completed and signed Letter of Offer and Student Acceptance Agreement and Payment Plan and Agreement. Once enrolment documentation is received by ACE and relevant fees are paid, ACE will process the application for enrolment and send the Confirmation of Enrolment (CoE) via email, which is a requirement to apply for a student visa.

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- 1.6 ACE will not issue a Testamur/Record of Results, or Statement of Attainment for a qualification prior to a student completing their course and/or paying the any outstanding course fees.
- 1.7 ACE may restrict or withhold services or materials from the student if fees are overdue.
- 1.8 Discount of fees will only be at the discretion of ACE's CEO.

2.0 Acceptance of Course Fees

- 2.1 ACE will accept payments into its nominated bank account via the following methods: cheque, money order, direct transfer, cash or via EFTPOS.
- 2.2 In the event that a student sends course money via post (through a cheque or money order) or makes payment into ACE's bank account prior to ACE receiving the signed Student Acceptance Agreement, ACE will not use the course money received. ACE will immediately contact the student or agent to inform them that the payment cannot be processed (and the enrolment cannot progress) until ACE receives the signed Student Acceptance Agreement. In this case, ACE will document the actions taken to notify the student or the agent about the status of enrolment and will keep evidence that the course money received has not been used.
- 2.3 In the event that course money is received by ACE prior to receiving the signed Student Acceptance Agreement, ACE will hold the student's fund for a maximum of 4 weeks before actively endeavouring to return the funds to the student.

3.0 Course Deferral, Suspension, Cancellation or Abandonment

2.1 Course Deferral, Suspension or Cancellation (ACE Initiated)

- 2.1.1 ACE may defer, suspend or cancel a student's enrolment in accordance with the Deferment, Suspension or Cancellation of Student Enrolment Policy and Procedure.
- 2.1.2 At its discretion, ACE may defer the commencement date, cancel or vary a course prior to course commencement. In the event of deferral or cancellation before course commencement, ACE will refund fees in accordance with Section 27 of the ESOS Act and the student agrees that there shall be no further entitlement to damages whatsoever.
- 2.1.3 In the event of a suspension of enrolment, fees remain due on the scheduled dates according to the Payment Agreement.
- 2.1.4 Refer to ACE's Refund Policy and Procedure for information regarding refund due to cancellation of a student's enrolment during the course using the calculations under section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.

2.2 Course Deferral, Suspension or Cancellation (Student Initiated)

- 2.2.1 Students may defer, suspend or cancel their course in accordance with Deferment, Suspension or Cancellation of Student Enrolment Policy and Procedure.
- 2.2.2 In the event of a deferral or cancellation before course commencement, ACE will refund fees in accordance with ACE's Refund Policy and Procedure.
- 2.2.3 In the event of a suspension of enrolment, fees remain due on the scheduled dates according to the Payment Agreement.
- 2.2.4 Refer to ACE's Refund Policy and Procedure for information regarding refund due to cancellation of a student's enrolment during the course using the calculations under section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.

2.3 Course Abandonment

- 2.3.1 In the event that a student abandons the course, all fees due are payable to ACE upon demand.

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- 2.3.2 Tuition Fees are non-transferrable to another educational institution. Government regulations disallow International students from transferring to another institute prior to completing the first six months of their principal course.

4.0 RPL and Course Credit Fees

- 4.1 ACE charges for the assessment of Recognition of Prior Learning (see table of fees above)
4.2 ACE does not charge any Fees for reviewing or granting Course Credit.

5.0 Maintaining Enrolment

- 5.1 ACE will monitor students' course progress according to the Monitoring Course Progress Policy and Procedure to ensure that they will be able to complete their training as planned. This will include monitoring of timely payment of course fees. Subsequently, the students will be reminded of their rights and responsibilities:

5.1.1 Rights:

- 5.1.1.1 *To receive current and accurate information about the courses, course fees, modes of study and other information from ACE and ACE's agent prior to enrolment or commencement of course.*
- 5.1.1.2 *To sign a written agreement with ACE, setting out the services to be provided, fees payable and information about refunds of course money. Students should keep a copy of their written agreement with ACE.*
- 5.1.1.3 *To receive the right education paid for. The Tuition Protection Service (TPS) ensures that 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 (international students) or a re-credit of their loan for open units of study (VSL and HELP).*
- 5.1.1.4 *To know:*
- How to use ACE's Student Support Services;*
 - Who the contact officer or officers are for overseas students;*
 - If you can apply for course credit;*
 - When your enrolment can be deferred, suspended or cancelled;*
 - What ACE's requirements are for satisfactory progress in the courses you study*
 - If attendance is monitored for those courses;*
 - What will happen if you want to change providers; and*
 - How to use ACE's complaints and appeals process.*

5.1.2 Responsibilities:

- 5.1.2.1 *To satisfy your student visa conditions;*
- 5.1.2.2 *To maintain your Overseas Student health Cover (OSHC) for the period of your stay;*
- 5.1.2.3 *To meet the terms of your written agreement with ACE;*
- 5.1.2.4 *To inform ACE within 7 days if you change your contact details;*
- 5.1.2.5 *To maintain satisfactory course progress;*
- 5.1.2.6 *To maintain and follow ACE's attendance policy;*

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5.1.2.7 To follow the code of conduct and practices; and

5.1.2.8 To be disciplined in your on campus conduct

- 5.2 In the event that ACE cannot provide training to students in the course they are enrolled in, it will provide them with a release letter to the students so that they can complete their training with another RTO.
- a. ACE will also issue a Statement of Attainment for any units successfully completed by the students as long as there are no outstanding fees.

6.0 Notification of Changes to Enrolment

- 6.1 ACE will notify students of any changes that may affect their enrolment as soon as practicable. This includes any changes to agreed services, including changes such as any new third party arrangements, a change in ownership, or changes to existing third party arrangements. For further information, please refer to ACE's Notification of Significant Changes Policy and Procedure available on ACE's website (www.ace.vic.edu.au/policies) or by contacting Head Office to request a copy of the policy.

Legislative Context

- Standards for RTOs 2015 Clause 5.3, 7.3
- Tuition Protection Services
- ESOS Act 2000

Related Forms / Documentation

- Letter of Offer and Statement of Acceptance Agreement
- Payment Plan and Agreement
- Enrolment Form

Related Policies and Procedures

This policy is to be read in conjunction with the following policies and procedures:

- Formalisation of Enrolment Policy and Procedure
- Issuance of AQF Qualification Policy and Procedure
- Complaints and Appeals Policy and Procedure
- Refund Policy and Procedure
- Monitoring Course Progress and Attendance Policy and Procedure
- Notification of Significant Changes Policy and Procedure
- Deferment, Suspension or Cancellation of Student Enrolment Policy and Procedure

Responsible Parties

The CEO, Compliance Manager, relevant staff and students of ACE are responsible for the use and implementation of this policy.

Version History

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Version	Date	Description of changes
3.0	18.04.2022	Updated document to add Version History section; update to course fees and other minor changes.
2.0	01.05.2021	Currently released version

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