VE-STP04 STUDENT FEES AND REFUNDS POLICY AND PROCEDURE

Abbreviations:

Apex or Apex Australia	Apex Australia Vocational Education
CEO	Chief Executive Officer
DHA	Department of Home Affairs
PRISMS	Provider Registration and International Student Management System
RPL	Recognition of Prior Learning
TPS	Tuition Protection Service

1. Purpose

1.1 The purpose of this policy is to outline Apex Australia Vocational Education's (Apex) policy and procedure regarding fees and charges, protection of pre-paid fees and refund provisions where warranted. The policy applies to all students enrolling or enrolled in VET courses and non-AQF award programs such as ELICOS. This policy covers domestic and overseas VET fee/refund services and relevant ELICOS fees.

2. Policy

2.1 Apex will publish its course-related fees information in course outlines and in the 'Other Fees and Charges' list, which will be made available to students through the Apex website and in printed form.

2.2 Students seeking enrolment on a course at Apex will be advised of the course-related fees and charges, any non-refundable fees and refund provisions. This information will be provided to students prior to the signing of their written agreement.

2.3 Apex will implement measures to ensure that pre-paid fees are protected and students receive refunds where warranted.

2.4 Apex will provide the following fee information to each student prior to enrolment:

2.4.1 The total amount of all fees, including tuition fees, materials fees, and any other fees relevant to the course being undertaken.

2.4.2 Payment terms, including the due dates and amount of fees to be paid.

2.4.3 Student Fees and Refund Policy and Procedure.

2.4.4 Enrolment terms and conditions.

2.5 Fees will only be collected once a copy of the signed Student Agreement is received by Apex.

2.6 Pre-paid fees collected from international students will be kept in a separate bank account until they commence their studies at Apex.

2.7 Under Apex's no-excess-prepayment model, the aggregate amount held for services yet to be delivered for the same domestic fee-paying VET course must not exceed AUD1,500 at any time, including after commencement.

2.8 Apex, to meet its obligations under the ESOS Act 2000 and National Code 2018, will collect only 50% of the total tuition fees for courses of more than twenty-five (25) weeks' duration. Students are not required to pay more than 50% of the fees upfront if their course runs for more than twenty-five (25) weeks but may pay more if they choose to.

2.9 Apex will charge for additional services it provides.

3. Fees and Refund Information

3.1 Information on the fees for Apex courses is included in the course outlines and the 'Other Fees and Charges' list available to prospective students via the Apex website.

3.2 Applicants are advised of the fees associated with a course in their Student Agreement. Fee information includes:

3.2.1 The total amount of all fees, including tuition fees and any other fees relevant to the course being undertaken.
3.2.2 The periods to which the tuition fees apply.
3.2.3 Payment terms, including the due dates and amount of fees to be paid.
3.2.4 This Fees and Refund Policy.
3.2.5 Enrolment terms and conditions.
3.2.6 Details of the potential for tuition and non-tuition fees to change during the student's course, as relevant.

3.3 Refund information is also outlined in the Student Handbook.

4. Inclusions in Tuition Fees

4.1 For overseas and intending overseas students, tuition fees have the meaning in section 7 of the ESOS Act and section 7 of the ESOS Regulations 2019. Classification depends on the nature of the fee, not its label, whether it is compulsory or whether it is billed separately:
4.1.1 Core Course Delivery - The direct costs of teaching, lectures, tutorials, and academic instruction for the registered course.
4.1.2 Tuition fees include fees for activities forming part of, or assisting progress in, the course and ancillary matters, including materials supplied for use in laboratories or training, subject to the statutory exclusions

5. Tuition fees do not include:

5.1 Application or Enrolment Fees: One-off administrative charge to process an application.
5.2 Fees for books or equipment sold to the student are non-tuition fees. Fees for materials supplied for use in training are classified under section 7 of the ESOS Regulations 2019.
5.3 Overseas Student Health Cover (OSHC): Mandatory health insurance for international student visa holders.
5.4 Living expenses and ordinary accommodation are not tuition fees. Fees for accommodation occupied for a short time while undertaking the course activities specified in section 7(2)(a) of the ESOS Regulations 2019 are not excluded from tuition fees by section 7(3)(d)
5.5 Late Payment or administrative fines incurred for late payment, document submission, rescheduling exams, or changing courses.
5.6 Additional copies or reissuing of a testamur and record of results and/or a statement of attainment, for which an additional fee is applicable.

6. Fee Payments

6.1 All students are sent 'fees due' reminder letters fourteen (14) days and seven (7) days prior to the due date, as well as on the due date, via emails from Apex's Student Management System, 'aXcelerate'.
6.2 Students must pay their tuition fees by the due date to avoid penalties and other sanctions such as preclusion from attending classes, submitting assessments and receiving documents.
6.3 Penalties apply for fees received after their due dates.
6.4 All fees must be paid in Australian dollars (AUD) only.
6.5 Students are responsible for keeping receipts for any payments made to Apex.
6.6 Apex reserves the right to review its fees regularly and may change its fees during a student's enrolment. Before any permitted variation takes effect, Apex will notify the student in writing of its basis, amount, effective date and applicable options.

7. Late Payments

7.1 Students who are experiencing difficulty in paying their fees are invited to contact the Apex office to make alternative arrangements for payment during their period of difficulty. Domestic and international students may seek confidential hardship or payment-plan review.
7.2 Where fees are more than forty (40) days past the due date, the debts may be referred to a debt collection agency.

7.3 Apex reserves the right to suspend the provision of training and/or other services until fees are paid up to date.

7.4 Students with long-term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.

7.5 Apex reserves the right to withhold the release of any academic documents, certificates, records of results or statements of attainment of any student who has any fees outstanding either at the time of withdrawal from the course, cancellation of enrolment or completion of the period of study.

7.6 Students will be charged an administrative fine of AUD100 per week for overdue tuition fees until the amount is paid. Students who do not pay their fees will be reported to DHA via PRISMS under student default following a lawful notice, appeal, decision and reporting process. If, after investigation, it is found that the payment delay was due to the agent's fault, the agent will bear the responsibility of paying the penalty.

8. Protection of Fees Paid in Advance

8.1 Apex protects the fees that are paid in advance by both domestic and international students, and Apex must document the fee-protection arrangement applicable to each cohort and verify that it remains effective.

8.2 For domestic students, fee protection is ensured by means of Apex not requiring a student to pay more than AUD1,500 in advance of commencement of their training. Fees will be paid during the course in instalments according to a set payment plan.

8.3 For international students, pre-paid fees are protected by the Tuition Protection Service (TPS) and are held in a separate bank account that can only be drawn down when the student commences, except for lawful pre-commencement refunds. The course fees are held separately from the day-to-day operating expense accounts, so that if a refund is payable before the student commences, the refund can be made in full and in a timely manner without impacting on the financial operations of the business or recourse to the Tuition Protection Service. For more information, please visit the Department of Education – Tuition Protection Service website.

8.4 To meet its obligations under the ESOS Act 2000 and National Code 2018, before an overseas student begins a course longer than 25 weeks, Apex must not receive more than 50% of the total tuition unless the student or responsible fee payer genuinely chooses to pay more.

9. Refunds – International Students

9.1 Students are eligible for a refund in the following situations:

9.1.1 When the student withdraws from the course twenty-eight (28) days prior to the course start date, Apex will refund the total amount received prior to the default day less:

9.1.1.1 25% of the tuition fees received

9.1.1.2 Enrolment fee or application processing fee (admin charges).

9.1.1.3 Course withdrawal fees.

9.1.1.4 Accommodation booking fee.

9.1.1.5 Airport pickup fee.

9.1.1.6 Any other costs incurred by Apex on behalf of the student (including material fees, costs of materials ordered in advance and other ancillary services rendered).

9.1.2 The above deductions in clauses 9.1.1.1 to 9.1.1.6 apply only to an ordinary student withdrawal governed by a written agreement that complies with section 47B of the ESOS Act, and only to the extent permitted by law. They do not apply to provider default, a visa refusal within section 47D(5), or a refund required because no compliant written agreement exists. In those cases, Apex will apply the relevant statutory refund requirements instead.

9.2 Where visa refusal caused failure to commence as specified in Section 10(2) of the 2024 Refund Instrument, Apex will refund course fees received, including tuition and non-tuition fees, less only the lesser of 5% of course fees received before the default day or AUD500.

9.3 Where visa refusal causes withdrawal or non-payment within section 10(4) of the Education Services for Overseas Students (Calculation of Refund) Instrument 2024, Apex will calculate the tuition refund under sections 6, 7 and

10(4), including statutory rounding, and pay it within four weeks after the default day under section 47E. Any separate entitlement concerning non-tuition fees will be assessed under applicable consumer law and the accepted agreement.

9.4 Apex's default is defined as occurring when:

9.4.1 Apex fails to start to provide the course to the student on the agreed starting day.

9.4.2 The course ceases to be provided to the student at any time after it starts but before it is completed.

9.4.3 The student has not withdrawn from the course before Apex's default.

9.4.4 Apex is prevented from offering a course at a location because a sanction has been imposed on it under Part 6 of the ESOS Act.

9.5 If Apex defaults at a course location under section 46A, it must, within 14 days after the default day, either arrange an alternative course at Apex's expense accepted by the student in writing, or pay the required unspent-tuition refund. Refund all prepaid tuition for an affected course that has not commenced; for commenced delivery apply the statutory calculation. No processing, enrolment or other unauthorised deduction may reduce that refund. Students will be advised of a default situation in advance (where possible) and will be sent a letter explaining how any refunds will be calculated. Apex will notify ASQA as the ESOS agency and the TPS Director of provider default within three business days. The affected students will also be notified promptly in writing in plain English, with course details, options, contact and payment arrangements. Apex will notify ASQA and TPS of the discharge outcome within seven days after the end of the 14-day provider obligation period and retain evidence of payment or written acceptance of an alternative course.

9.6 For ordinary student default covered by a compliant section 47B written agreement, the refund amount, if any, is determined by that agreement and applicable law. No refund will be provided in the following cases of ordinary student default, defined as being when:

9.6.1 The student does not start the course on the agreed course start date (and has not previously withdrawn), or

9.6.2 The student withdraws from the course either before or after the agreed course start date, or

9.6.3 The student withdraws from the course either within twenty-eight (28) days or any time after the course start date.

9.6.4 The student decides to change provider after commencing the course.

9.6.5 The student defers his/her course to a later date except with informed written consent to carry fees forward to the new course start date.

9.6.6 The student abandons his/her course after starting for whatever reason.

9.6.7 The student's enrolment is cancelled due to the student's misbehaviour, failure to pay required fees to undertake the course, or the student breaching his/her visa conditions.

9.7 Refunds for students who have enrolled in multiple courses on a packaged offer will be processed as per the applicable conditions above. A deposit or partial payment is included in the refund assessment and failure to pay the full offer amount does not defeat a statutory entitlement. Commencement of an earlier course also does not automatically forfeit fees for a later course.

9.8 If a student is refused a student visa due to false or misleading information about the student's identity, previous qualifications and experience and other relevant information in support of a student visa application for migration purposes, Apex will assess the actual default circumstances and whether section 47E applies, including the visa-refusal causal test in section 47D(5). A finding of false or misleading information does not itself remove a statutory refund entitlement. Apex will determine whether visa refusal was a reason for the act or omission causing student default under section 47D(5). Where section 47E applies, Apex will pay the statutory refund within four weeks after the default day. Any separate misconduct or recovery action must not reduce or delay that refund.

9.9 In all cases of failure to lodge a visa application or filing the visa application after the course start date despite the CoE having been issued at an earlier time, Apex will establish whether and when a student default occurred under section 47A and identify the default day under section 5 of the ESOS Act. Where no qualifying visa refusal has occurred, the ordinary student-default rules apply. If no compliant section 47B agreement exists, Apex will apply section 47E and section 9 of the 2024 Refund Instrument. Otherwise, the compliant written agreement and applicable law determine the refund

10. Refunds – Domestic Students

10.1 For domestic students, Apex will provide all refunds required by consumer law and the accepted agreement; enrolment fees or application processing fees are not non-refundable in every circumstance.

10.2 If Apex cancels the course prior to commencement for whatever reason, the student will receive a full refund.

10.3 If Apex cancels the course after commencement, the student will receive a pro-rata refund up to the day the course stops; alternatively, Apex may also offer the student a transfer to another course; this choice is for the student to make.

10.4 If a refund is requested more than twenty-eight (28) days before the course commences, a full refund less 25% of the tuition fee paid will be provided.

10.5 If a refund is requested within twenty-eight (28) days prior to the course commencement date, tuition fees will be refunded less a cancellation fee of 50% of the tuition fees paid.

10.6 If Apex cancels a course or in the case of Apex default, paid fees are refunded in full within fourteen (14) days of the official announcement of the decision to default.

10.7 If the student wishes to change their enrolment into another course at Apex prior to course start, course fees paid will be transferred to the new course.

10.8 If the student withdraws from the course at any time after commencement, fails to comply with the terms and conditions of enrolment and/or Apex policies and procedures, provides false or misleading information or excluded for misbehaviour.

10.9 Refunds for students who have enrolled in multiple courses on a packaged offer will be processed as per the above conditions.

11. Process for Claiming Refunds

11.1 Students who are requesting a refund must complete the Refund Application Form (available from the Apex reception desk or by sending a request via email to support@apexaustralia.edu.au), along with all supporting documents such as the visa refusal letter, with the subject line 'Request for Refund'.

11.2 In all cases, Apex will discharge provider-default obligations within 14 days after the default day and pay a refund under section 47D within four weeks. Apex will pay a refund under section 47E, including qualifying visa refusal or absence of a compliant section 47B agreement, within four weeks after the default day. If a student defaults and Apex has not entered into a written agreement satisfying section 47B, Apex will calculate the refund under section 9 of the Refund Instrument and pay it within four weeks after the default day.

11.3 Refunds will be paid into the account of the student or the other person specified in the agreement where relevant provision allows.

11.4 Refunds will be paid in Australian dollars (AUD).

11.5 Students are not permitted to transfer course fees to other students.

12. Outcomes of Refund Decisions

12.1 Apex will provide the outcome of the refund assessment in writing to the student's registered email address, outlining the decision and reasons for the decision along with any applicable refund or adjustment notice, calculation, deductions, payment due date and appeal options.

12.2 Students can appeal the outcome of the decision by following the 'Complaints and Appeals Policy' available on Apex's website.

13. Recordkeeping

13.1 All fee payment and refund records are kept in the student management system. All paper copies of refund records are kept in student files. All agreements, receipts and required accepted-student records will be kept for at least two years after the person ceases to be an accepted student, and longer where another legal period or legal hold applies.

14. Authorities

14.1 The staff member who is authorised by the CEO will:

- 14.1.1 Receive fees.
- 14.1.2 Verify bank deposits.
- 14.1.3 Record payments.
- 14.1.4 Issue fee due reminders.
- 14.1.5 Monitor non-payments.
- 14.1.6 Process and make decisions on refund requests.
- 14.1.7 Where a refund is required under section 47E, the authorised officer must notify Apex's ESOS agency and the TPS Director within seven days after the end of the four-week provider obligation period. The notice must state whether the refund was paid, the student details and the amount, and meet the applicable notice instrument requirements.
- 14.1.8 Retain refund receipts along with other refund documentations

14.2 The authorised officer may seek advice from the CEO on all these matters.

15. Complaints and Appeals

15.1 Students who are dissatisfied with the application of this policy by Apex may refer to the college's Complaints and Appeals Handling Policy for information regarding their options. The student is urged to exhaust all available internal remedies within Apex before bringing any complaints or grievances externally. This Student Fees and Refunds Policy and Procedure and the right to make complaints and seek appeals of decisions and actions under various processes (refer to Apex's Complaints and Appeals Handling Policy for details on complaints and appeals) do not affect the student's right to raise matters externally with appropriate government agencies.

16. Associated Policies and Documents

- Student Refund Application Form
- Complaint and Appeal Policy and Procedure
- Fees Due Reminder Letter
- Apex Non-Tuition Fees and Charges List
- Intention to Cancel Enrolment Letter
- Invoice
- Receipt of Payment
- Student Agreement/Letter of Offer (includes Terms and Conditions)

17. Relevant Legislation

17.1 As a registered training provider, Apex operates under strict laws and regulations. Policies and procedures are in place to ensure compliance with such laws.

17.2 Below is the most relevant legislation that applies to this policy:

- Department of Home Affairs Student Visa Regulations
- Education Services for Overseas Students Act 2000 – Section 47D (5), 47E (4)
- Education Services for Overseas Students Regulations 2019
- National Code of Practice for Providers of Education and Training to Overseas Students 2018 – Standard 3 (specifically 3.4 – 3.4.2 & 3.4.3).
- Standards for Registered Training Organisations (RTOs) 2025
  Education Services for Overseas Students (Calculation of Refund) Instrument 2024 (F2024L01231), particularly sections 6 and 7 (calculation definitions and rounding), section 8 (provider default), section 9 (student default without a compliant agreement) and section 10 (qualifying student visa refusal), read with sections 46D, 47B, 47D and 47E of the Education Services for Overseas Students Act 2000.

18. Document Control

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