

Fees, Charges & Refunds Policy & Procedure

Purpose

Insight Academy is committed to providing a fair and transparent policy and procedure when dealing with existing students and prospective students regard the fees & charges, protection of fees and refunds where warranted. These fee & charges generally consist of enrolment fee, tuition fee, material fee, administrative charges etc. which are explained in detail in this policy & procedure.

This policy & procedure ensure that Insight Academy students are provided with clear and factual information in relation to the terms & conditions for fees and refunds associated with their chosen course of study. All prospective as well as current students are given all information contained in this policy and have access to this policy & procedure via the Insight Academy website, www.insightacademy.edu.au, student handbook, Letter of Offer & Student Acceptance Agreement as well as during the orientation process.

Further, it guides all Insight Academy staff responsible for monitoring & administering any matters or procedures relating to appropriate handling of students' fees & to facilitate refunds as required and if applicable.

Thus, this policy & procedure ensures that Insight Academy adheres to all legislative & regulatory requirements relating to fees & refunds as required by the ESOS Act 2000, National Code 2018 as well as the SRTOs 2015.

Scope

This policy applies to all students who are commencing, have commenced or are continuing study with Insight Academy as well as all Insight Academy staff members responsible for monitoring as well as handling any matter related to students' fee and refunds.

Policy

International students choosing to study at Insight Academy are required to pay all fees and charges agreed to in the Letter of Offer and Students Acceptance Agreement. The payment schedule listed in the Letter of Offer, clearly indicates the amounts and due dates, which must be complied with at all times.

The various fees and charges are:

All fees are in AUD	
Enrolment Fee (Non-Refundable)	\$220

Tuition Fee	As per the Course Offer
Material Fee	As per the Course Offer
OSHC (If requested)	Varies depending upon the provider & requested type at the time of application.
Re-Enrolment Fee (Per Unit)	\$500
Reassessment Fee (Per Unit)	\$250
Late Assessment Submission Fee (Per Assessment)	\$50
RPL (per unit)	\$250 (terms & conditions apply)
Administrative Fee – Changes to enrolment agreement (Change of CoE), change of course before completing one term of study, E.g. Deferment of Enrolment	\$300
Re-issue of an Academic Transcript, Certificate, Diploma	\$50 per copy
Re-issuing of Student ID	\$20
Late Fee Payment	\$50 per week, starting one week after the due date & up to \$200.

- Prior to a student enrolment confirmation, fees may be altered without notice. Once a student's enrolment is confirmed, fees will not change for the normal duration of the course.
- The ESOS Act 2000 and National Code 2018 require that the Providers protect fees paid in advance by international students and have a fair and reasonable refund policy.
- Insight Academy:
 - Has appropriate safeguards and fair options in place for any prepaid fees;
 - Guarantees once you have commenced your training / assessment, you will be provided with every opportunity to complete the course.
 - Will, in the event that a course is cancelled, whilst in progress, due to circumstances beyond its control, provide the student with a refund of fees on hold or offer to transfer the student to another course.

Standard Seven of SRTO's 2015, Clause 7.3 states, "Where the RTO requires, either directly or through a third party, a prospective or current learner to prepay fees more than a total of \$1500 (being the threshold prepaid fee amount), the RTO must meet the requirements set out in the Requirements for Fee Protection in Schedule 6." Further, it explains, the requirement to protect prepaid fees by students includes all students whether resident in Australia or overseas. RTOs registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) must satisfy both the requirements of this clause and of the Tuition Protection Service (TPS) under the Education Services for Overseas Students Act 2000 (ESOS Act). Under the ESOS legislation, a provider must not receive more than 50% of the total tuition fees for a course before the student has begun the course, unless:

- the student, or person making payment on their behalf, chooses to do so, or
- the course has a duration of 25 weeks or less.

This applies even if 50 per cent of the course fees would be less than the threshold prepaid fee amount of \$1500.

Insight Academy does not require international students to pay in advance more than 50% of the first course fee or more than AU\$1500 (being the threshold prepaid fee amount) where the course duration is less than 25 weeks, unless the students or their representatives undertake to pay in excess to cater for their convenience. This allows students and those paying fees on their behalf, such as their parents or a scholarship sponsor, to pay any amount greater than 50% of the tuition fees to take advantage of favourable exchange rates or have the convenience of only paying once. An option to this effect has been included in the Application form and more importantly in the Letter of Offer & Student Acceptance Agreement.

Course Extension - Course extension arising due to implementation of intervention strategy or on request by student to complete pending units will be charged based on the total duration of the extension. The course extension fee will be calculated as:

$(\text{Total Course Fee} / \text{Total duration of the course in weeks}) \times \text{duration of extension courses in weeks}$

If a course duration is extended following a student's request or as a result of academic intervention measures for insufficient course progress, then the most current course fee will be used to calculate the fee for the extended duration of the course.

Course Fee - Sum of Tuition and Non-Tuition Fees except for Enrolment/Administration fees.

Fee Transfer - Course Fees will not be transferred to another provider, should a Transfer of Provider request be approved.

Prepaid fees - Sometimes referred to as 'fees collected in advance' or 'CoE/ Initial Deposit' in this Letter of Offer & Student Acceptance Agreement; means fees that are collected before the relevant services have been provided. These include payments made at any time before, during or after the student enrolls.

Provider Default - In the unlikely event that the Academy is unable to deliver your course in full, you will be offered a refund of all the unused tuition fees paid to date.

Alternatively, you may be offered enrolment in a suitable alternative course by the Academy at no extra cost to you. Students have the right to choose whether they prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another suitable course, we will ask you to sign a document to indicate that you accept the placement.

If Insight Academy is unable to provide a refund or place you in an alternative course of your choice, the Tuition Protection Service (TPS) will come into play and the Secretary of the Tuition Protection Services will attempt to place you in a suitable alternative course or, if this is not possible, you will be eligible for a refund as calculated by the Secretary of the Tuition Protection Services.

Student Default - If a student

- does not start the course on the advised course start date and has not previously withdrawn from the course; or

- withdraws from the course (either before/ after the agreed course start date); or
- has their enrolment cancelled by the college (e.g., for not maintaining satisfactory course progress/ attendance, breaching the Student Code of conduct, not paying fees, any other conditions as per the ESOS Act 2000)

TPS - 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 international 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

You may access the link for further information; <https://www.education.gov.au/tps/international-students#toc-the-esos-framework>

Tuition Fee – It is the fee for studying a course. Insight Academy does not collect tuition fees exceeding 50% of the total tuition fees of each course upfront (if the course duration is more than 25 weeks) unless student or the student representative has chosen to do so.

Weekly Tuition Fee - (Total tuition fees for the course/ Number of calendar days in the course) X 7

Weeks in default period - Number of calendar days from the default day to the end of the period to which the payment relates divided by 7.

Procedure

- The course fee listed on the Letter of Offer can be paid in full in advance if the student wishes to do so or in accordance with the payment schedule/ plan outlined in the Letter of Offer.
- Where a prospective student or a student representative chooses to pay more than 50% of the course fee or AUD 1500 upfront as CoE/ Initial Deposit, the remaining amount of the course fee will be collected according to the agreed payment schedule/ plan detailed in the Letter of Offer & Student Acceptance Agreement.

Intervention Stage for Non Payment	Intervention Options
Informal Reminders	<ul style="list-style-type: none"> ▪ Email/ message reminder is sent out to students indicating that they have an upcoming fee instalment that they must pay in time as per their payment plan and ▪ The reminders also advise that there is a late payment fee applicable for delayed payments.
Overdue Fee Notice (Soft warning)	<ul style="list-style-type: none"> ▪ Students whose fee is overdue for 1 (one) week receive an Email/ message reminding them to clear the fee asap to avoid any further late fee charges.
Fee Overdue Warning letter	<ul style="list-style-type: none"> ▪ A warning letter is issued 2 (two) weeks after the due date and is sent via the SMS. ▪ This warning clearly warns the students of the possible consequences of non-payment fees.

Intention to Cancel Enrolment &/ or Intention to Report (For International student visa holders)	<ul style="list-style-type: none"> ▪ A copy of the letter is kept on the student’s file &/ or the CRM. ▪ Written notice of the intention to cancel the students’ COE or enrolment for ‘Non-Payment’ is issued 4 (four) weeks after the due date via the SMS. ▪ This letter also advises the students that they may access the Appeals Process, and that they have 20 working days to do so. ▪ A copy of letter is kept on the student’s file &/or the CRM.
<p>IMPORTANT NOTE: Students who are in the last three (3) months of their courses and have not been making the fee payments as required, may get suspended from studies for Misconduct as up to date payment of the course is an agreement between the students and the academy.</p>	

Late Payment - If the required fees is not paid and a fee extension form has not been submitted by the due date, the student will be required to pay the late payment fee, regardless of whether an extension has been granted.

- \$50 per week, starting one week after due date;
- A maximum \$200 of late payment fees can be accumulated by a student.

Should the student experience financial difficulties or encounter unforeseen circumstances where payment of fees cannot be made, the student may request an extension of fees by submitting a Fee Extension Request Form prior to the fee due date.

Student Requests - It is important to note that any student requests for any changes to the courses will not be honoured if there is an outstanding fee on their account.

Course Cancellation – The failure to pay any owed tuition fee or late payment fee may result in the cancellation of the student’s enrolment.

Insight Academy reserves the right to withhold granting the Qualification or Statement of Attainment completed by the student, if student tuition fees remain outstanding.

Refunds – Refunds of any fees will be processed in accordance with the Insight Academy refund policy. Requests for refund must be made in writing using the applicable form - the Refund Application Form.

Insight Academy acknowledges that Government Legislation requires tuition fees and application fees to be refunded in full if:

- The course does not start on the agreed starting date which is notified in the Letter of Offer.
- The course stops being provided after it starts and before it is completed.
- If the course defaults, refunds will be granted in accordance with the provisions of the ESOS Act 2000 and the ESOS Regulations 2001.

Refund Reasons & Conditions		
Refund Reason	Refund Calculation	Documents Required
	Course fee minus the lesser of:	

<p>Visa refusal prior to Course commencement.</p>	<p>(i) 5% of the amount of total course fees received by the provider or (ii) \$500 Whichever is lower.</p> <p>Enrolment Fee of \$220 is non-refundable.</p>	<ul style="list-style-type: none"> • Refund Request form • Proof of Visa refusal
<p>Visa refusal/ Visa Extension refusal after course commencement.</p>	<p>Unspent portion of the Course Fees.</p> <ul style="list-style-type: none"> • Refund amount = weekly tuition fees x weeks in default period. • No refund is payable for non-tuition fee. • If in case the student has not pre-paid for the Units of competency already completed, the student needs to pay unpaid tuition fee. <p>Enrolment Fee of \$220 is non-refundable.</p>	<ul style="list-style-type: none"> • Refund Request form • Proof of Visa refusal
<p>Withdrawal prior to course commencement (non-Visa refusal) – A more than/ equal to 8 weeks prior to course commencement/ start date.</p>	<p>Full Course Fee Refund</p> <p>Enrolment Fee of \$220 is non-refundable.</p>	<ul style="list-style-type: none"> • Withdrawal form • Refund form
<p>Withdrawal prior to course commencement (non-Visa refusal) –Less than 8 weeks but more than 4 weeks prior to course commencement/ start date.</p>	<p>Refund amount = 60% of the course fee received</p> <p>Enrolment Fee of \$220 is non-refundable.</p>	<ul style="list-style-type: none"> • Withdrawal form • Refund form
<p>Withdrawal prior to course commencement (non-Visa refusal) - less than 4 weeks prior to course commencement/ start date.</p>	<p>No Refund including future courses</p>	
<p>Withdrawal after course commencement/ start date (non-visa refusal)</p>	<p>No Refund including future courses</p>	
	<p>No Refund including future courses</p>	

Course cancellation due to Non commencement.		
Visa refusal due to misleading or fraudulent documents/ information submission by the student. (Student Default)	No Refund including future courses	
Course cancellation by provider due to student's breach of course requirements (Student Default such as insufficient course progress/ Insufficient attendance/ non - payment of fees)	No Refund including future courses	
Institute is unable to provide the course for which the original offer was made before commencement (provider default)	Full refund of Total Course fees	
Course withdrawn by the Institute after commencement (provider default).	Refund amount = weekly tuition fee × weeks in default period	

Ref: Refund Calculator (ESOS Calculation of refund specifications 2014)

[https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20ESOS%20refund%20specification%2040714%20\(2\).pdf](https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20ESOS%20refund%20specification%2040714%20(2).pdf)

Special Circumstances - At the discretion of the CEO, Insight Academy reserves the right, should circumstances arise, to increasing the amount of refund due and / or waiver the conditions after due consideration, for those students who are forced to withdraw for reasons of compassionate and compelling circumstances, which are deemed to be reasonable and genuine such as:

- There is a death of a close family member of the student. To be considered, the death must be either, a parent, a grandparent, a sibling, a spouse or their child and the student must not have commenced the course. (Documentation is required to validate claim)
- Prior to course commencement, there is a major political upheaval or natural disaster in home country (this request for refund will be reviewed and considered by the RTO Manager, it is Chief Executive Officer's discretion whether to approve this request. (Documentation is required to validate claim)

Overseas Student Health Cover (OSHC) - Where a student has had a visa refusal, the student is required to contact the Insurance Health provider to discuss refund of OSHC. If Insight Academy has organised the OSHC and the payments were made via Insight Academy, we will refund the OSHC directly to the student under following conditions:

- Student request to cancel OSHC
- Student Visa Rejected

- Change of OSHC provider

Application to request a refund – It is important to note that refunds are subject to students submitting a fully completed refund application and this application is valid after the COE has been cancelled even when the refund application form has been submitted along with the cancellation form.

Recipient of Refund - Insight Academy will pay the refund to the person who enters into the International Enrolment & Acceptance agreement with the Academy, unless this person gives a written direction to Insight Academy to pay the refund to someone else such as in the refund application form – (The legislation does not allow the refund to be paid to an agent).

Refund Clearance – In case of ‘Student default’, the refunds will be paid within four weeks (28 calendar days) from the date of receipt of completed refund form after the course cancellation or the date of course cancellation in case the refund application form and the cancellation form are submitted together.

Refunds under the ‘Provider default’ will be paid to the student within 14 working days of the notification of default.

All refund will be made in Australian Currency only. Bank charges for refund will be deducted from the refund amount. Insight Academy is not responsible for any transaction loss because of currency exchange fluctuations, delays, or loss of refund in transit (due to incorrect bank detail provided by a student).

“This agreement, and the availability of the complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws.” Agreeing to the Refund policy does not remove the right of the student to take further action under Australia’s consumer protection laws or to pursue other legal remedies. Please see Insight Academy’s Complaints /Appeals Policy available on the website www.insightacademy.edu.au.

Management Action & Responsibility

Operations Manager in consultation with the CEO & the Accounts Manager/Coordinator is responsible for managing this Policy and its implementation.

Any suggested revisions to the policy in future will be approved by the CEO.