



**Opulence
College**

Management of Tuition Fees Policy

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1. PURPOSE

- 1.1. This document specifies the management and refund of tuition fees policy of Opulence College (the College).
- 1.2. It sets out guidance for staff and learners regarding:
 - a) fees that must be paid to the College.
 - b) payment terms and conditions, including deposits and refunds.
 - c) a learner's rights as a consumer, including any statutory cooling-off period
 - d) a learner's right to obtain a refund for services not provided by us in the event the:
 - arrangement is terminated early; or
 - the College fails to provide the services.

2. SCOPE

- 2.1. This document applies to all College staff and learners.

3. POLICY STATEMENT

Payment of Fees

- 3.1. Learners have the choice to pay their tuition fees in full or over agreed instalments.
- 3.2. If a learner decides not to pay their tuition fees in full, an initial minimum payment (course deposit) is required at the time of enrolment for learners to secure their place.
- 3.3. The remaining course fees, if any, are to be paid in alignment with the agreed instalment plan as listed on the learner's Letter of Offer, over the remainder of the course.

Payment Methods

- 3.4. Fees can be paid in the following methods:
 - a) Bank deposit.
 - b) Bank cheque.
 - c) Electronic bank transfer.
 - d) EFTPOS
 - e) Credit card; or
 - f) Cash.

Cooling-Off Period

- 3.5. The College offers a 10-day cooling off period that commences at the time the learner returns a signed Student Enrolment Agreement indicating their understanding and acceptance of the College terms and conditions and makes the first payment for the course tuition fees as outlined in the Letter of Offer.
- 3.6. If, during this 10-day cooling off period, a learner informs the College that they do not wish to continue with their enrolment, they will be entitled to a full refund of the tuition fees paid and their enrolment will be cancelled.

Cancellation of Enrolment

- 3.7. An enrolment cancellation initiated by a learner *after* the 10-day cooling off period but before the commencement of the course, must be made to the College in writing and is deemed to take effect on receipt of that written notification.
- 3.8. This involves completing and submitting a Deferral, Suspension and Cancellation of Enrolment application form which can be accessed at www.opc.edu.au/forms.
- 3.9. If a learner cancels their enrolment more than 28 days prior to the course commencement date, they will be entitled to a full refund of the tuition fees paid less a \$250 cancellation fee and their enrolment will be cancelled.
- 3.10. If a learner cancels their enrolment between 28 days and 14 days prior to the course commencement date, they will be entitled to a full refund of the tuition fees paid less a \$500 cancellation fee and their enrolment will be cancelled.
- 3.11. If a learner cancels their enrolment 14 days or less prior to the course commencement date, they will not be entitled to a refund of the tuition fees paid and their enrolment will be cancelled.
- 3.12. There will be no refund of tuition fees paid if a learner cancels their enrolment after the commencement of the course.

Course Deferment

- 3.13. Learners must complete and submit the Deferral, Suspension and Cancellation of Enrolment application form (www.opc.edu.au/forms) and notify us in writing if they wish to defer their intended course.
- 3.14. If a learner defers their intended course start date prior to the course commencement date, a \$50 change fee will apply.
- 3.15. If a learner is granted a course deferment and later cancels their enrolment at least 14 days prior to the new course commencement date, the learner will be entitled to a refund of tuition fees paid less a \$750 cancellation fee and their enrolment will be cancelled.
- 3.16. If a learner is granted a course deferment and later cancels their enrolment less than 14 days prior to the new course commencement date, they will not be entitled to a refund of the tuition fees paid and their enrolment will be cancelled.

Cancellation of Course

- 3.17. In the event the College is unable to provide services for which the learner has prepaid, the learner will:
 - a) be placed into an equivalent course such that:
 - the new location is suitable to the learner; and
 - the learner receives the full services for which they have prepaid at no additional cost to the learner; or

- b) be paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount (\$1,500.00) within 14 days.

Transfer to Another College

- 3.18. Where a learner seeks to transfer their enrolment to another college, the learner shall not be entitled to a refund of any course fees paid.
- 3.19. The learner seeking to transfer to another provider must settle all outstanding fees prior to being granted a release.

Change Course

- 3.20. Should a learner wish to change their course, the request must be made in writing to the College.
- 3.21. Any changes to a different course after commencement of the first course will incur an administration fee of \$500.00.

Fee Protection

- 3.22. Fee payments are protected by our admission to the Tuition Protection Service.

Refunds

- 3.23. All applications for a refund of tuition fees paid to us are to be made by completing a Refund Application form available at www.opc.edu.au/forms.
- 3.24. A completed Refund Application form may be accompanied by evidence to support the application.
- 3.25. The College will provide a full refund of any tuition fees paid, less a \$200 administration fee, if:
 - a) the learner is unable to obtain a student visa.
 - b) political or civil unrest or natural disasters prevent the learner leaving their home country or paying fees in full.
 - c) the learner is unable to commence their course because of a serious and prolonged illness, disability or death of a parent, sibling, spouse or child.
- 3.26. The College will provide a full refund of any tuition fees paid if:
 - a) the offer of a place is withdrawn.
 - b) the course which was applied for is no longer offered; or
 - c) we refuse to enroll the learner in a course.

Refusal of Refunds

- 3.27. A refund will not be provided:
 - a) in any circumstances where the learner has supplied fraudulent, forged or deliberately misleading documentation.
 - b) where the learner has had their enrolment terminated due to either academic or behavioral misconduct;

- c) if a request for a refund is submitted after the learner has had their enrolment terminated due to non-payment of course fees.

Timeframe for Refund Processing

3.28. All applications for refund shall be determined within 10 working days.

Refund Appeals

3.29. Learners who are not satisfied with the outcome of the refund process may access the College complaints and appeals process. For more information, please refer to the Complaints and Appeals Policy and Procedure at www.opc.edu.au/policies.

Payment of Refunds

3.30. Once approved, refunds will be credited to the learner's account or where an account is named as the source account within the contract, to that account, within 28 days and will be based on the Australian dollar fee for the course rather than any foreign currency amount.

3.31. If the course is being terminated, the amount will be paid within four weeks after the written notification date by electronic transfer to a bank. The College will not compensate learners for any exchange rate differences or transfer costs that have occurred when undertaking foreign currency exchange.

Obligation to Notify

3.32. Learners must notify the College in writing of their intention to cease enrolment, and they remain liable for any course fees due up until that date.

3.33. The date that the College confirms receipt of the notice will be the date used for all calculations.

Failure to Pay Fees

3.34. It is the learner's responsibility to pay fees on time according to the payment plan agreed upon at time of course enrolment. A late payment fee of \$120 will be applied to students that pay owed fees after the due date.

3.35. Should a learner require an extension for their fee payments, they must apply in writing via email to the CEO at least two weeks prior to fees being due. This involved completing and submitting a Fee Payment Extension Request Form at www.opc.edu.au/forms.

3.36. Fee payment extensions may be granted for up to a maximum of 4 weeks after the original due date.

3.37. Requests for a fee payment extension will not be approved if you have:

- a) Submitted the form AFTER the closing date (3 working days before the due date outlined in the invoice of the payment in question); or
- b) An existing unpaid liability from Opulence College; or
- c) Previously defaulted on financial agreements; or
- d) Not supplied sufficient proof of financial hardship; or

- e) Not completed the form correctly; or
 - f) Not enrolled for a full study period.
- 3.38. Your application will be assessed by the College Manager and you will be notified of the outcome via email. All correspondence will be kept private and confidential.
- 3.39. Should a learner not pay fees on time according to the payment plan agreed upon at time of course enrolment, and not discuss their payment issues with the College and/or receive approval for a fee payment extension, the College will inform the learner in writing of its intention to cancel their enrolment. The learner will be provided with 20 working days in which to access the College’s complaints and appeals process.
- 3.40. If the learner chooses not to access the College’s complaints and appeals process, the College will cancel the learner’s enrolment and notify the Department of Home Affairs via PRISMS.
- 3.41. The learner will be advised to contact the Department of Home Affairs regarding the impact on their student visa.
- 3.42. For more information on the College’s complaints and appeals process, please refer to the Complaints and Appeals Policy and Procedure at www.opc.edu.au/policies.

4. RESPONSIBILITIES

- 4.1. Opulence College implements a RASCI Responsibility Matrix to assign and display responsibilities of individuals to carry out a process within the organisation.

R - Responsible – the person who is responsible for carrying out the entrusted task, monitoring compliance and maintaining records.

A - Accountable (also Approver) – the person who is responsible for the whole task and who is responsible for what has been done.

S - Support – the person who provides support during the implementation of the process.

C - Consulted – the person who can provide valuable advice or consultation for the process.

I - Informed – the person who should be informed about the process.

	CEO	Director	College Manager	Compliance Officer	Student Support Officer	Trainers & Assessors
R			X			
A	X	X				
S					X	
C				X		
I						X

Policy and Procedure Contact Person	Alex Wong
Contact Details	alex@opc.edu.au

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