1. Policy

The purpose of this policy and procedure is to ensure:

- students have access to clear and accurate information about fees and charges to make informed decisions prior to enrolment about the services offered by VACTS
- the student's rights as a consumer are protected
- the student is informed about any changes to the services offered, the training product they are enrolled in or the terms of our service to them
- the student has access to fair and reasonable refund arrangement
- Customer protection measures

This policy supports the National Code of Practice for Providers of Education and Training to Overseas Students 2018. This policy also supports the 2025 Standards for Registered Training Organisations (RTOs) and Education Services for Overseas Students (ESOS) Act 2000.

2. FEES

Written agreements between VACTS and the prospective student advises the student about the fees payable, including all the tuition fees and charges, and information in relation to refunds of tuition fees. VACTS provides an itemised list of tuition fees payable by the student and information in relation to refunds of tuition fees in the Offer and Written Agreement – International Student.

VACTS includes in the offer and written agreement the following information in relation to refunds of tuition fees in the case of student and VACTS default:

- amounts that may or may not be repaid to the student (including any tuition fees collected by education agents on behalf of VACTS);
- processes for claiming a refund;
- a plain English explanation of what happens in the event of a course not being delivered; and

- a statement that "This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws".

VACTS guarantees to complete the training and/or assessment once the student has commenced study in their chosen qualification or course and complies with all assessment requirements, unless the student submits a formal written request notifying VACTS that they wish to withdraw.

Fees may include Tuition fee, which is fees directly related to provision of a course; non-refundable Registration fee & Administration fee, Material fee for books/materials, Health Cover (for international students), and any other charges such as re-issuance of qualification certificates / statements of attainment.

Tuition fees are fees directly related to provision of a course. Tuition fees do not include the Overseas Student Health Cover (OSHC), Registration Fee & Administration Fee, books and/or other materials required to undertake the program or compulsory activities where relevant (such as fieldwork or excursions). All relevant fees are clearly mentioned in the Offer and written Agreement.

Prior to a student enrolling, fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any fee increases will be required to be paid for the extended component of the course.

3. Written Agreement

Full details of fees and refund arrangements and conditions are on the Offer and Written Agreement that the student and VACTS will sign once an application has been received, accepted by VACTS and an offer is to be made to the student. There is no obligation on the student, or VACTS until the Offer and Written Agreement is signed by all parties, funds have been cleared by VACTS bank and an official receipt is issued by VACTS.

The Offer and Written Agreement and the availability of complaints and appeals processes does not remove the right of the student to act under Australia's consumer protection laws.

4. Payment methods

Students are strongly advised to contact VACTS with any questions they have about fees and refunds prior to applying. Contact: info@vacts.edu.au

VACTS accepts payment for fees using the following payment methods:

- Students shall only transfer the funds electronically to the bank account details provided in their offer letter; or
- Pay the fee by using a debit card/credit card either over the phone or at campus

Note: Once the students have received their invoice, the student will be required to pay the outstanding amount by the due date.

5. Fees Paid in Advance

VACTS does not require prospective or current students to prepay initial fees exceeding $1500.

VACTS does not accept a tuition deposit exceeding 50% of a student's total tuition before a student commences their course, unless this student's total course duration is 25 weeks or less.

Subsequent payments are based on the costs of the students training and assessment which is yet to be delivered, and these payments will be proportioned over the course duration. As general guide, VACTS will design a schedule of fees in the written agreement for a course to maximise the amount of money that can be charged in advance of the service being delivered but, at no point is this to exceed the threshold for prepaid fee amounts. The purpose of maximising the amount of fees that are being charged in advance of the service being delivered is to ensure that VACTS is in receipt of money required to pay for services particularly where VACTS is incurring costs in advance of the planned service.

VACTS holds current membership of a Tuition Assurance Scheme approved by its VET Regulator which, if VACTS is unable to provide services for which the learner has prepaid, must ensure:

- 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

- 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.

6. Tuition Protection Service

The Tuition Protection Service (TPS) is an initiative of the Australian Government that assists international students on student visas in the event of an education provider default or a student default.

Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS requirements and the Tuition Protection Service Framework. VACTS is a member of the Tuition Protection Service (TPS). This means that the fees paid to VACTS are safeguarded if VACTS defaults on delivering the courses you are enrolled in.
In the unlikely event that VACTS is unable to deliver the course you have paid for and does not meet our obligations to either offer you an alternative course that you accept or pay you a refund of your unspent prepaid course fees, the TPS will assist you in finding an alternative course or to get a refund if a suitable alternative is not found.

Further information on the Tuition Protection Service can be accessed at:

International students - Department of Education, Australian Government

In addition to the protection offered by TPS, VACTS further protects the tuition fees that are paid in advance by international students. Funds will be held in a separate bank account that can only be drawn down when the student commences. This prepaid tuition 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 a timely way without impact on the financial operations of the business or recourse to the tuition protection system.

7. Fees Collection Process

Collection of Fees after enrolment:

Student must pay their fees as per the written agreement signed by them at the time of their enrolment.

At VACTS, all students are required to understand and sign the fees agreement which states the next instalments amount with the due dates. Monthly tuition fees are due by the 10th of every month.

- ***Reminder Letter and SMS***

In case the student instalment falls on a particular month, a friendly SMS reminder along with the Notification Letter (Reminder to Pay) is sent to all students in the first week of that month to give the students ample time to arrange their funds.

- ***Intention to cancel Enrolment***

In case the student's fees remain unpaid, "Intention to cancel Enrolment" letter is sent to the student on the 15th of the month. The student gets 20 working days to appeal against the decision from the date of letter and pay the full dues along with the $100 late fine.

If the student chooses not to appeal against the decision than the student enrolment will be cancelled after the end of appeal period.

However, in case student appeals against the decision, the cancellation will be kept on hold and the student's appeal will be assessed in line with "Complaints and Appeal policy.

8. REFUNDS

1. All refund requests for visa refusal or withdrawal must be made in writing by emailing a completed VACTS Refund request Form to info@vacts.edu.au. The Refund request Form is available to download on VACTS website-www.vacts.edu.au. The student must attach any evidence or documentation relevant to the refund request.
2. All approved claims for refund request are paid to the student or a person authorised by the
3. student within 4 (four) weeks of receiving the written claim. Please note the refund request form is only valid after the COE has been cancelled even when the refund request form has been submitted along with the cancellation form. Thus, the four weeks will be counted from the date of cancellation in case the refund request form and the cancellation form are submitted together.
4. It is students' responsibility to apply for a refund if applicable.
5. In case of a refund due to VACTS default on the agreement, refunds will be made within 14 days of the default date.
6. The Accounts Officer processes refunds and the Admin/ Accounts Manager must approve student refunds.
7. If a student is dissatisfied with VACTS's decision in relation to their refund request the student may lodge an appeal under the Complaints and Appeals Policy and Procedure. The availability of complaint and appeal processes does not remove the right of the student to act under Australia's consumer protection laws.
8. Details of refunds provided are maintained in electronic individual student folders and refund register.

9. Fees and Refund arrangements for International students

Fee schedule

Course fee Registration fee Administration fee Materials fee	As per course offer and written agreements
Recognition of Prior Learning fee	$200 per unit
Credit transfer fee	No charge
Repeat unit fee	$750
Assessment resit fee (2 attempts)*	No charge
Re-assessment resit fee (after 2 attempts)	$500
Late assessment fee	$150
Replacement ID fee	$10
Late fee payment charge applies per month after due date	$100
Deferral of study	$1,000
Additional Statement of Attainment	$50
Replacement Diploma/Certificate	$100
Bank Transfer fee	What the bank charges for the transfer
Accommodation Services	Outsourced- contact College for details
Airport meeting	Outsourced- contact College for details
OSHC (Overseas Student Health Cover)	Outsourced- contact College for details
LLND Skills assistance (per hour)	No Charge
Academic support class (for 2 hour class)	No charge
“One-on-one” mentoring (for 2 hour class)	No charge

* *Reassessment will only be offered to the students who have submitted their assessments but failed to achieve the satisfactory outcome and are marked NYC.*
* *Students are entitled to 3 assessment attempts for each assessment task where they have been marked NYC on submission of their assessment tasks. First 2 attempts will be free, and 3rd will be charged as per the offer letter and written agreements. If the student is unsuccessful after 3 assessment attempts, they will be required to repeat the unit and pay the repeat unit fee. Students found to have cheated or plagiarised work may not be entitled to re-sit assessments, instead they may be required to repeat the unit and pay the repeat unit fee. Any NYC marked due to being absent will not be eligible for this entitlement. More details are*

in the student prospectus/relevant policy procedure which is available by sending your request to: info@vacts.edu.au

10. Defaults

If VACTS defaults on delivery of qualifications

In the unlikely event that VACTS is unable to deliver your course in full, you will be offered a refund of all the course fees and materials fees you have paid to date. The refund will be paid to you within 14 days of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by VACTS at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement. If VACTS is unable to provide a refund or place you in an alternative course our Tuition Protection Service (TPS) provided. In the case of VACTS default there is no requirement for a student to lodge a refund request form as VACTS will initiate payment of the refund.

If a student defaults on their written agreement

The written agreement will be sent to students who are accepted into a course and will not take effect until it is signed and dated by the applicant and received by VACTS.
If students want to withdraw from their course after fees have been paid, then refunds will be made in accordance with the written agreement that the student signs with VACTS.

If the student fails to follow the agreement or breaches VACTS Policy & procedures, the appropriate action will be taken in line with VACTS policy & procedures. No refund will be granted to the student in that case.

Please also note that in case a student is cancelled on Non-Payment, Unsatisfactory Course Progress or Unsatisfactory Attendance, the student may be enrolled in the college on the discretion of CEO. However, re-registration fees and administration fees in addition to the overdue tuition fees will apply. Student may be eligible for credit transfer.

11. Statutory cooling off period

A statutory cooling off period (which is 10 days) is a period of time provided to a consumer to allow them to withdraw from a consumer agreement, where that agreement was established through unsolicited marketing or sales tactics. These include tactic such as door-to-door sales and telemarketing. A statutory cooling off period allows a consumer to withdraw from a sales agreement within 10 days of having received a sale contract without penalty. VACTS do not engage in unsolicited marketing or sales tactics and therefore a statutory cooling off period in not applicable to our students who have enrolled into a course. For refund option in other circumstances, students must refer to the refund arrangements.

12. Changes to terms and condition

If at any time there is a change to the agreed services to be provided or policies relating to the student's rights and the payment of fees and other charges, VACTS must advise current students in writing (email) prior to any of these changes coming into effect. This includes changes to course delivery arrangements, changes to ownership or third-party arrangements, changes caused by training product transition, or changes to our policies and procedures.

Students are to be notified of any changes to terms and conditions 28 days prior to these changes coming into effect. On being informed of these changes, students have the right to appeal the decision of VACTS if the decision effects the terms of their enrolment or the services agreed to at the beginning of their enrolment. The appeal of any decision is to be handled in accordance with the Appeals Policy and Procedure.

13. Refund conditions

Reason for asking Refund	Refund protocols in place
Visa refusal prior to course commencement	The amount of a refund is calculated as the initial deposit paid minus the lesser of the following amounts: (a) 5% of the amount of course fees received by VACTS in respect of the student before the default day. (b) $500.
Via refusal after to course commencement	Refund will be calculated as per refund amount calculator#. No refund of the registration fees.
Withdrawal from the student before the course commencement	**10 business days or more prior to the commencement of a course:** Full refund of the tuition fees paid to the college as initial deposit. No refund of the registration, administration of any other non-tuition fees. **9 business days or less prior to the commencement of a course:** 75% refund of the tuition fees paid to the college as initial deposit. The amount retained (25%) by VACTS is required to cover the costs of staff and resources which will have already been committed based on the student's initial intention to

	undertake the training. No refund of the registration, administration of any other non-tuition fees.
Withdrawal from the student after the course commencement	Students who cancel their enrolment after a course has commenced will not be entitled to a refund of any fees paid in advance.
Residency status change from International to Permanent resident (Provide request along with proof of visa status changes with copies from passport)	Fee status will change from next course (If the residency status has changed after the start of the current course).
Airport pick-up	No refund
Home stay fees and accommodation booking fee	No refund
OSHC Refund Policy (Calculation of refund will be done as per VACTS policy)	If VACTS has organized the OSHC, we will refund the OSHC directly to the student under following conditions: • Calculation of refund will be done as per VACTS policy
Overpayment	Full refund of the **overpaid amount** (Any amount paid over and above the Registration fees/Administration fees/ Course fees/Tuition fees/ Material fees mentioned on the Written Agreement)
College is unable to provide the course for which the original offer was made before commencement (VACTS default)	Full refund of course fees
Course withdrawn by the College after commencement (VACTS default)	Calculation as per Refund amount calculator# (Default period of VACTS taken in count)

#Refund Calculator:

#Refund Calculator as per Education Services for Overseas Students (Calculation of Refund) Instrument 2024.

Method for working out amount of refund:

refund amount = weekly tuition fee × weeks in default period

Source: Education Services for Overseas Students (Calculation of Refund) Instrument 2024 - Federal Register of Legislation

Definition:

Weekly Tuition Fees	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 / 7
Refund amount	Weekly tuition fees X Weeks in default period
Course Fees	Sum of Tuition and Non-Tuition fees except Registration fees.

Please note:
Where the student breaches VACTS 's Policies and Procedures no refund is payable.

14. Appeals:

Once a decision is made on a student's request for fee refund, the student will be notified in writing of the outcome.
Student has the right to appeal against the decision and should refer to 'VACTS *Appeals Handling Policy and Procedure* available on our website www.vacts.edu.au or can be taken from the college reception for the information on lodging an appeal against a decision.

15. Statement of Attainment

You are entitled, at no additional cost, to a formal Statement of Attainment on withdrawal, cancellation, or transfer, prior to completing the qualification, provided you have paid in full for the tuition related to the Units of Competency to be shown on the Statement of Attainment.

16. Related documents/forms

Forms

– Refund Request Form

Handbooks, manuals or other documents

- Offer and written agreement
- Student Handbook

17. References:

Education Services for Overseas Students (Calculation of Refund) Instrument 2024 - Federal Register of Legislation
Education Services for Overseas Students Act 2000 - Federal Register of Legislation
National Code of Practice for providers of Education and Training to Overseas Students 2018 - Federal Register of Legislation
https://consumerlaw.gov.au/consumers-and-acl

2025 Standards for Registered Training Organisations (RTOs):
Compliance Standards for NVR RTOs, Part 2 Compliance Requirements, Division 3 – **Accountability, Standard 18** - Prepaid fees protection measures

ESOS Act (2000), National Code of Practice for Providers of Education and Training to Overseas Students 2018,

- **Standard 2: Recruitment of an overseas student**
  This standard sets out that registered providers must recruit responsibly by ensuring students are appropriately qualified for the course for which they seek enrolment, including having the necessary English language proficiency, educational qualifications and work experience. Students must have sufficient information to enable them to make informed decisions about studying with their chosen registered provider in Australia.

- **Standard3: Formalisation of enrolment and written agreements**
  This standard sets out that registered providers must formalise their enrolment of overseas students through written agreements with overseas students. The written agreements protect the rights and set out the responsibilities of each party, as well as the courses and related education services to be provided, tuition and non-tuition fees payable, and refund policies.