

International Screen Academy Pty Ltd.

Trading as:

Sydney Actors School

Sydney Film School

**WATERLOOSTUDIOS**



SYDNEY  
ACTORS  
SCHOOL



SYDNEY  
FILM  
SCHOOL

## PRICING, FEES, PAYMENTS & REFUNDS (INTERNATIONAL STUDENTS)

Including:  
Course Fees  
Other Fees  
Treatment of Fees in Advance  
Refunds  
Complaints regarding Fees and Refunds

Reference:

Standard 5 Clause 5.3

Standard 7 Clause 7.3

Schedule 6 Protection of Fees in Advance

National Code Standard 1 Marketing Information and  
Practice

National Code Standard 3 Formalisation of enrolment  
and written agreements

## VERSION HISTORY

<b>Policy Owner:</b>	Executive Chairman	Mr Simon Hunter
<b>Document Management:</b>	General Manager	Mr Ashley Curry
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V2.3	August 2018	Customised for ISA Pty Ltd
V2.2	January 2018	Updating for National Code 2018
V2.1	May 2017	Updated to National Code 2017
V2.0	September 2016	Quality assurance check across documents with reference to ASQA fact sheets and ESOS Act changes & Explanatory guide
v1.0	July 2016	New standards for RTO's 2015

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# FEES, PAYMENTS and REFUNDS (INTERNATIONAL STUDENTS)

## PURPOSE

International Screen Academy Pty Ltd trading as Sydney Actors School and Sydney Film School (the School) will communicate our policy and terms clearly to customers about financial arrangements and terms and conditions as required by legislation, the VET Quality Framework and the Standards for RTO's 2015. This includes the Requirements for Fee Protection.

As a CRICOS provider, The School will have fees and refund policy and procedure that complies with the ESOS Act and The National Code 2018.

Clear communication will be through print or through an electronic copy with telephone support if required.

## REFERENCES

Standard 5	Clause 5.1
	Clause 5.2
	Clause 5.2
Standard 7	Clause 7.3
Schedule 6	Protection of Fees in Advance
NC Standard 1	Marketing Information and Practices
NC Standard 2	Recruitment of an overseas student
ESOS Act	

## IMPLEMENTATION

The **Executive Chairman** is ultimately responsible for ensuring the School fees policies and procedures are fair, compliant and ethical.

The **General Manager** is responsible for marketing materials and the website related to fees etc.

The **General Manager** supervises the marketing teams and monitors **Education Agents**

The General Manager is responsible for the **office staff** handling matters related to fees, refunds and related matters

The **Chief Financial Officer** is responsible for management of fees and income and refunds.

# PROCESS

## FEE INFORMATION

The School will provide **fee information** in print and electronic copy and at various locations to ensure all candidates will know the fees prior to accepting the offer of a place in a course.

For international students, the fees information will be provided:

On the **application for enrolment form** that forms the confirmation of application and acceptance of the terms and conditions of the provider with the customer.

On the **letter of offer** that forms the written agreement between the provider and the customer.

The total amount of fees may include:

- Application fee
- CRICOS Course fee
- Administration fees and any other extra charges.

A course and administration fees schedule will be kept up to date.

### Administration fees

The Administration fees and any other charges are explained in print and electronic copy and at various locations to ensure all candidates will know the fees prior to accepting the offer of a place in a course.

Administration fees are in the terms and conditions that form part of the agreement on the application for enrolment form.

Administration fees are in the letter of offer that forms the written agreement between the provider and the customer.

The Administration fees include:

- Late payment penalties for customers who do not pay fees on time
- Re-assessment fees available to customers who are deemed not yet competent on completion of training and assessment after re-submit and re-sit options
- Re-enrolment fees for customers whose time for submission of work has passed and they wish to extend the length of the course
- Fees for credit transfer requests
- Fees for processing cancellations and course variations including transfers
- Fees for issuing a replacement qualification testamur
- Material fees for lost or replacement course materials supplied in hard or soft copy
- Fees for processing refunds

## OTHER EXPENSES INFORMATION

Some courses require students to invest in their study. Where this is the case, any additional costs to undertake a course will be explained on the website and course information.

Other expenses are separate to fees and are expenses the candidate may incur. These may include:

- Textbooks where the student can purchase texts if they want their own copy
- Laptops or mobile devices or hard drives where the student can bring these to class and use them to complete the course
- Materials and supplies needed to complete the course
- Other equipment needed to complete the course
- Clothing requirements such as safety shoes needed to complete particular units of study
- Travel expenses where the student is required to travel to a placement or location at their own expense as part of the course

## CRICOS COURSE FEES PRICING

### Course Fees and Payment Plans

- Pricing for CRICOS courses is an itemised list of course money payable by the student that is provided at various points:
  - in the application for enrolment form
  - in the reply to an enquiry email with information packs
  - through the information provided by an education agent
  - formalised in the letter of offer where full details of the itemised list of course money is set out in the formal agreement
- The application fee is non-refundable
- The RTO offers course fee payment upfront or by instalment in the letter of offer.
- Special offers and discounts may be marketed from time to time.

## REQUIREMENTS FOR FEE PROTECTION

Standard 7 (Clause 7.3) states;

*“Where the RTO requires, either directly or indirectly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1,500 (being the threshold prepaid fee amount), the RTO must meet the Requirements for Fee Protection in Schedule 6.”*

### **International students:**

The school is a registered CRICOS provider, so the school will comply with the obligations and requirements of the Education Services for Overseas Students Act (ESOS Act) 2000 (Cth).

The school is required to comply with the requirements of the Tuition Protection Service (TPS).

Under TPS the provider may receive up to 50% of the total tuition fees for the CRICOS course at any time before a student commences the course once the written agreement has been signed and returned to the provider.

We have tuition fee schedules and payment plan schedules in the accounting system. These will be indicated on the formal letter of offer and written agreement with the student.

International student will be made aware of the fee protection in place and can elect to pay the upfront full payment for a course in advance. This is stated as an option in the letter of offer and written agreement.

## PROTECTION OF PREPAID FEES – PAID IN ADVANCE

### **At formalisation of enrolment – the written agreement stage**

The registered provider must enter into a written agreement with the student, signed by that student (or the student’s parent or legal guardian if the student is under 18 years of age), concurrently with or prior to accepting course money from the student.

1. The School will accept course money received at the same time as the verification of acceptance by enclosing a note with the letter of offer the written agreement. This note will inform the students that they must not pay until the provider receives the accepted agreement, but they can be sent at the same time. The School will accept a scanned copy of the signed written agreement as verification.
2. Where the school receives course money sent by mail (for example, by cheque or money order) or by direct deposit into the bank account before receiving the accepted written agreement, the procedure to be followed is:
  - Deposit the money into a holding account for fees in advance
  - Identify the course money as fees in advance in the accounts ledger
  - Follow up immediately with the student or agent to inform them that the payment cannot be processed (and the enrolment cannot progress) until the provider receives the accepted written agreement.

- For compliance purposes, the notification communication is recorded in RTO Manager and on file. The bank accounts and accounts ledge will keep evidence that the money has not been used.
3. Where the written agreement is not received by the time of the monthly bank reconciliation, (31 days) the procedure will be:
- The School will contact the Agent and student and request clarification of when the written agreement will be received.
  - If the agreement is not received within 10 working days, the moneys deposited will be returned.
  - This procedure will be managed by the General Manager and the Accountant on a case by case basis. All communication will be recorded on file in RTO Manager.
  - A maximum of 35 days will be allowed after the default has occurred when the provider knows that the written agreement will NOT be in place following communication with the parties.
  - This procedure will be managed by the General Manager and the Accountant on a case by case basis. All communication will be recorded on file in RTO Manager.
  - Where course fees are received and a written agreement does not eventuate after follow-up by the provider, this is a case of student default under the TPS and must be reported through the TPS within the maximum 35 days.

#### **At a progress stage during the course**

1. Students are required to make progress instalment payments as per the written agreement
2. Students must comply with the payment plan and instalments policy set out here and in the agreement.
3. Students can pay in advance and the course fees that are pre-paid are identified in the accounts ledger as pre-paid course fees.

### **THIRD PARTY FEE COLLECTION MUST MEET SAME REQUIREMENTS**

The requirements for protection of prepaid fees apply no matter how the fees are collected.

This means:

Any fees collected by a third party for the RTO such as an education agent are subject to the same conditions. These requirements apply to fees prepaid by students, regardless of when our RTO actually receives the payment.

The written agreement with the third party will include these conditions and the monitoring to ensure the protection measures are in place and implemented as required.



## CRICOS COURSE FEES CAN BE PAID BY INSTALMENTS

### **Payment schedule agreement:**

By signing the written agreement and agreeing to the payment plan outlined, students pay by instalments and agree to honour the RTO payment plan and understand that:

1. All instalments must be paid on or before the due date;
2. There are sufficient funds available in the nominated account to meet the instalment payments;
3. The RTO reserves the right to suspend access to the course in the event that a student fails to pay any part of the course fees as and when it falls due for payment;
4. In the event that a student requests or fails to advise of a course cancellation, the balance of the course fees will be paid in full or continue to be paid under the agreed payment plan schedule; and
5. The RTO will not issue a Statement of Attainment/s until course fees are paid in full.

### **Default on the payment schedule:**

1. The enrolment will be suspended and outstanding accounts will become immediately due and payable; or
2. As a cancelled student the outstanding account will become immediately due and payable;
3. The outstanding debt will be forwarded to a debt collection agency, and
4. The student may also be required to pay additional fees associated with the debt collection process.

## REFUNDS

### **Course variations - Withdrawal or Cancellation from a course and refund request**

This information is included in several document locations including in the written agreement.

- The initial application fee is not refundable.
- The school's refund policy applies to both commencing and re-enrolling students
- All requests for a refund must be submitted on the appropriate refund application form and must be accompanied by official documentary evidence of the grounds for the request.
- Refunds apply only to tuition fees and will only be paid to the applicant through an Australian Dollar draft.

### ***Total Refund of Tuition Fee***

A total refund will be granted under the following circumstances:

- In the unlikely event that the School is unable to provide the course for which an offer has been made. An alternate offer of a place will be offered at no extra cost to the students as well as the refund option.
- An offer of a place is withdrawn by the school (The exception is when the offer was made on the basis of intentional incorrect information).

- The applicant is unable to obtain a visa from an Australian Diplomatic Office.

Applications for a total refund on the above grounds must be lodged at least 2 weeks prior to the commencement of the term for which the offer is made.

The student must provide a certified copy of the official letter of visa application rejection by the Department of Home Affairs (DHA) along with their application, in order for the refund application to be approved.

### ***Partial Refund of Tuition Fee***

The amount of partial refund is determined as follows. Administrative fees and applicable deductions are applied:

Withdrawal from a course on illness and compassionate grounds	Refund will be decided on a case by case basis.
If a student holds a valid student visa at the time of enrolment with the School, but after commencing their course, their current visa expires, and a subsequent visa application is applied for and rejected.	Refund for any tuition fees paid will be calculated on a pro-rata basis (calculated on a weekly basis as per the semester calendar) minus any applicable deductions*.
Student transfers to a second course within SAS without completing the first course.	The tuition fee paid for the current six-month period of the 1 <sup>st</sup> course will be credited on a pro-rata basis towards the tuition fee of the 2 <sup>nd</sup> course. All other tuition fees paid toward the 1 <sup>st</sup> course will be credited in full towards the tuition fee of the 2 <sup>nd</sup> course. If the credited amount is greater than the total cost of the second amount, the difference will be refunded within 28 days of commencement of the second course.

If the School has paid an amount to a representative in relation to recruitment, the refund will be further reduced by that amount.

### ***No refund***

If a student withdraws from the course on or after the course commencement date.	The student will not be eligible for a refund for the fees for that semester.
False or misleading information in application forms or during study	Automatically disqualifies you from any refunds
Student is terminated due to serious breach of the School rules or a breach of visa conditions including non-attendance or unsatisfactory progress	No refund
Student defers enrolment and commencement date	Tuition fees will be held by the School until course commencement date.
Student is seeking a refund for enrolment in the principle (main) course of study, as applied for on their current Student Visa	No refund for any tuition fees paid for the first six (6) months of the principle course. Any additional tuition fees, paid beyond the first six (6) months, that are deemed refundable, will be payable back to the student minus any applicable deductions*.

**The student is advised of this procedure that is followed by student services:**

#### ***How to claim a refund***

- To claim any refund, the student must complete a *Refund Application Form plus*
- Evidence to support the request must be submitted- such as your receipt of course fees paid to date and certified copies of any supporting documents (such as Visa rejection letter, etc.) to the School.
- The student must be up to date with course fees at the time of the request.
- The request will be assessed based on information provided and the progress through the course.
- If the request is successful, a refund administration fee is charged and deducted from the refund.

- A refund calculation letter is provided that explains the decision. It will be posted to your address in your home country within 14 days from the receipt of the *Refund Application form*.
- The refund will be paid in Australian dollars.
- Statements of Attainment for units completed and paid to date will be issued.

### **Special circumstances for course refunds:**

The school has the discretion to approve refunds if the customer would be unreasonably disadvantaged if not granted a refund - for example:

A customer meets with a serious misadventure, serious illness or hospitalisation (two weeks period minimum) supported by a medical certificate.

Special circumstances that have been discussed and agreed upon between the customer and the Executive Chairman.

The following circumstances would not be accepted for a refund:

- Change in work hours
- Job change or retrenchment
- Moving interstate
- Technology barriers which mean you are having difficulty completing the course
- Language or writing barriers which were not declared at application which mean you are having difficulty completing the course
- Insufficient access to workplace documents which mean you are having difficulty completing the course
  - Where a customer has commenced a course believing that they can meet the requirements and then find that they are unable to do the course, a part refund for the component of the course not commenced may be given.
  - An interview will assess the circumstances.
  - The refund will be dependent upon the length of time they have been attending and what competencies have been achieved.
  - Where more than 50% of the course is completed, there will be no refund.
  - The final decision is at the Discretion of the CEO/Executive Chairman.

### **Provider default – If the School cannot offer or continue a course due to changed circumstances**

Where the School is in a “default” situation such as cancellation of the course, we will offer a refund. We will discuss this with the customer and come to an arrangement.

A refund letter with calculations showing administration charges and fees to be refunded is sent to the customer.

The payment is processed within a maximum of 4 weeks (20 working days) from the date on the refund calculation letter.

Where the service or course is offered through a third party and that third party cannot deliver the agreed service, the School will offer an alternate arrangement for students to complete the course or a refund if such a replacement service is not suitable for the student. This decision will be discussed on a case by case basis and recorded in writing between the parties.

## **COMPLAINTS REGARDING FEES AND REFUNDS**

Customers are entitled to access the complaints process should they be dissatisfied about the School decisions relating to fees, refunds or other matters. This information is available on the website.

Customers are advised that the agreement and the availability of complaints process does not remove the right of the customer to take action under consumer protection law.

## **STATEMENT CONSUMER PROTECTION LAWS**

The written agreement includes the 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”.