



Document Name	<b>Payment &amp; Refund Policy</b>
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## PAYMENT AND REFUND POLICY

### Scope of this Policy

This payment and refund policy applies to all Students who are enrolled with GEM College of International Business (Australia) Pty Ltd, hereafter referred to as 'GEM College' for any Public Course of study. It provides the framework for payment and refund of fees.

### Definitions

- **Full-Fees Student** – Refers to any student who does not receive a government subsidy or funding.
- **GEM College** – refers to GEM College of International Business (Australia) Pty Ltd
- **Open Cut Learning** – Refers to a bouquet of 'off the shelf' courses that are self-paced and offered without tutorage
- **Administration Fee** – refers to a fee for processing an application for Recognition of Prior Learning, re-issue of Testamur, etc. This covers the cost (as applicable) of labour/printing/postage, etc.
- **Pay-per-Unit** – An agreement whereby a student enrolls for a qualification and pays the Unit Fee prior to commencing training and assessment in the next Unit.
- **Public Course** – Refers to all training products other than Open Cut Learning Courses
- **Student** – Refers to any enrolled student or person applying for enrolment.

### Payment

Payments are accepted by:

- EFTPOS;
- BPay and Australia Post BillPay (selected locations only);
- PayPal (selected locations only);
- Direct Electronic Fund Transfer (EFT);
- Credit card;
- Cheque/money order; or
- Debit order payment.

Credit card payments incur a surcharge of 1% per transaction.

### Direct debit payments:

This payment option is only valid where the Student Agreement is accompanied by a Direct Debit Request Form (DDRF). The DDRF must be accurately completed and payments must be in line with the approved payment schedule outlined on the Student Agreement. Where a DDRF has not been provided, the student will be issued with an invoice according to the standard course payment plan. It is the student's responsibility to ensure that GEM College receives an accurate and completed DDRF in order to take up the direct debit payment option.

Where a default occurs in direct debit payments due to insufficient funds or otherwise, GEM College or the direct debit provider will contact the payee to make alternative arrangements for payment. The payee may be charged fees by their financial institution if a direct debit

payment is declined due to insufficient funds - GEM College is not liable for these fees. GEM College reserves the right to refuse the option to pay by direct debit where there are 2 or more defaults on payment during a direct debit term.

The cost of direct debit establishment and transaction fees are passed onto the payee, in accordance with the direct debit terms agreed to on the Direct Debit Request Form.

### **Non-Payment**

Students who are experiencing difficulty in paying their fees are invited to speak to the GEM College Campus Principal/Manager, or call the GEM College office to make alternative arrangements for payment during their period of difficulty. Long standing debts will be referred to a debt collection agency where fees are more than 40 days past due and where no alternative arrangements have been made.

GEM College reserves the right to suspend the provision of training and/or other services until fees are brought up to date. 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.

### **Course Fee**

**Included in the Fee.** Each training program offered by GEM College has a specific course fee. The course fee is the maximum fee that will be charged to students for their selected training program. This fee is inclusive of:

- The training and assessment (includes tutorage/virtual classroom for e-learning) required for students to achieve the qualification or course in which they are enrolling within the attempts allowed;
- Support;
- Reference materials and mandatory textbooks;
- Access to resources and equipment; and
- Advocacy – between GEM College students and other RTOs, Colleges or Universities on matters of education.

**Not Included in the Fee** - The course information guide will outline additional resources required and additional services that might attract a fee. This, inter-alia might include:

- Where students fail to achieve a satisfactory outcome after two attempts at an assessment, an additional fee may apply for additional training and re-assessment.
- Additional resources required, where students must supply at own cost. For example:
  - Optional textbooks;
  - Reference documents;
  - Replacement textbooks if originals are lost or misplaced;
  - Stationery (i.e. paper, pens, etc) – provided by GEM College in face to face training;
  - Re-issuance of AQF certification documents;
  - Direct debit setup, transaction and dishonour fees (where applicable);
  - Additional AQF certification documentation;
  - Credit card payment surcharges. and
  - Own computer, access to the Internet, etc).

### **Payment before Enrolment**

The agreed Course Fee (or portion thereof) is to be paid before a student may be enrolled in a training program with GEM College. Exceptions will include instances such as:

- The agreed deposit has been received and the Student has entered into a 'pay-per-unit' agreement;
- Being pre-approved for a Payment Plan option; or
- Pre-approved for funding under a Government (or other) funding program.

### **Application of the Standards for RTOs 2015**

This policy acknowledges the Standards for RTOs 2015 (see here - [Standards](#)) as outlined below.

#### **Standard 5.3**

In accordance with **Standard 5.2** where GEM College collects fees from individuals, either directly or through a third party, it directs them the following information to prior to enrolment or the commencement of training and assessment (whichever comes first), specifying

- All relevant fee information including - fees that must be paid to the GEM College of International Business ; payment terms; and conditions including deposits and refunds.
- Rights as a consumer, including but not limited to:
  - Subject to a cooling-off period of **7 days**; and
  - The right to obtain a refund for services not provided by the GEM College in the event the arrangement is terminated early, or if GEM College fails to provide the agreed services.

#### **Standard 7.3**

In accordance with **Standard 7.3** where a prospective or current Student prepays fees in excess of a total of \$1,500 (being the threshold prepaid fee amount), GEM College must meet the requirements set out in the Requirements for Fee Protection in Schedule 6.

Pre-paid Fees are recorded as such, and are isolated as such in the Financial Records of GEM College.

#### **Standard 3.2**

GEM College will issue AQF certification documentation to qualifying Learners within 30 calendar days of them being assessed as meeting the requirements if the training program in which the Learner is enrolled is complete. Such issuance will be subject to all agreed fees owing to GEM College having been received.

### **Refunds/Cancellations**

#### **General Provisions**

GEM College acknowledges that cancellation or deferment of a course registration is sometimes unavoidable. This section deals with the conditions under which cancellations and refunds are to be managed. All requests for refunds must be in writing and outline the details and reason for the request. Students who have not submitted such written request within 10 working days of the commencement of the course (or part thereof) are not eligible for consideration of a refund or reduction in fees owed.

#### **Full-fee Students**

Full-Fee students who withdraw from a course may wish to:

- Seek a refund; or
- Reduce their fees in consideration of the amount of training they have not received.

The following additional refund measures apply to Full-Fee Students:

- Eligibility for a refund will be assessed based on the services provided to the student and the costs incurred by GEM College to provide those services.
- Deposits for self-funded students are **not refundable**, unless GEM College is required to cancel a course due to unforeseen circumstances.
- A full refund of any course fees paid will be applicable for students who exercise their right to the cooling off period. Materials such as unused text books or the costs for textbooks will be deducted from any refund due on receipt of such materials.
- If GEM College is unable to deliver a course that a student has paid for, a full refund will be paid for any portion of the course that was not completed. The refund will be a pro-rata amount per unit that could not be delivered.
- RPL application fees are non-refundable.

### **Refunds for Government-(Federal/State) Funded Students**

The following apply to students who receive funding or a subsidy from the government:

- A full refund will apply if GEM College is required to cancel a course due to any unforeseen circumstances.
- Government-funded students who withdraw from a course and wish to seek a refund, must request this in writing. Students who have not such written request are not eligible for consideration of a refund.
- If a government-funded student withdraws and the tuition fees are more than 50 cents per nominal hour, a full refund will apply for any Units in which a student has not participated.
- Refunds will not be provided for materials fees if the student has received any or all course materials.
- The outcome of the refund assessment will be provided in writing to the student's registered address, outlining the decision and reasons for the decision along with any applicable refund or adjustment note.

### **Recording and Payment of Refunds**

Refunds will be paid to the person or organisation who made the original payment.

Refund assessments can be appealed by following the process set out in the GEM College Customer Service Charter and Grievance Policy (FM-31).



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Corporate Leader