



Document Name	Payment & Refund Policy
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Disclaimer	It is the responsibility of the recipient to identify and/or control superseded documents

PAYMENT AND REFUND POLICY

The CEO, Quality Control Unit Manager and Finance Manager are responsible for ensuring that fees, payments and refunds are managed in accordance with this policy and applicable regulatory, contractual and legislative requirements.

Fees and refunds are not handled by any Third Parties.

GEM College ordinarily requires an initial payment of \$500. The total prepaid fees accepted from or on behalf of an individual for the same VET course must not exceed \$1,500 at any time unless an approved fee-protection measure has been implemented, as required by section 18 of the Compliance Standards.

All applicable fees, charges, payment arrangements and refund conditions must be documented and provided to the student before enrolment or payment, whichever occurs first, as set out in Standard 2.1 of the Outcome Standards.

Refunds are determined according to the services provided, the applicable refund conditions and the student's rights under the Australian Consumer Law.

Scope of this Policy

This policy applies to prospective and current students who are required to pay fees to GEM College of International Business (Australia) Pty Ltd, hereafter referred to as 'GEM College', for nationally recognised training or related services.

Definitions

- **Fee Protection** – Measures used to protect prepaid fees accepted from or on behalf of an individual, as required by section 18 of the Compliance Standards.
- **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.
- **EFTPOS** – Electronic Funds Transfer Point of Sale

POLICY STATEMENT

GEM College must provide students with clear and accurate information about all applicable fees, charges, payment arrangements and refund conditions before enrolment or payment, whichever occurs first.

The total prepaid fees accepted from or on behalf of an individual for the same VET course must not exceed \$1,500 at any time unless an approved fee-protection measure has been implemented, as required by section 18 of the Compliance Standards.

Payment arrangements, including scholarships, payment plans and pay-per-unit arrangements, must be documented and agreed with the student.

Students experiencing financial hardship may request an alternative payment arrangement. Refund applications involving special circumstances will be considered individually by the Corporate Leader or Finance Manager.

Nothing in this policy limits a student's rights under the Australian Consumer Law or other applicable legislation.

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 may incur a surcharge of up to 1% per transaction. Any surcharge must not exceed GEM College's cost of accepting that payment method.

Direct debit payments:

Direct-debit payments require a completed Direct Debit Request Form and must follow the payment schedule agreed with the student. Any establishment, transaction or dishonour fees must be disclosed before the student enters the arrangement or is required to make payment. Where a payment is declined, GEM College will contact the payer to arrange payment. GEM College may withdraw the direct-debit option following two or more payment defaults.

Non-Payment

Students experiencing difficulty paying their fees should contact GEM College to discuss an alternative payment arrangement. Debts more than 40 days overdue may be referred for collection where no alternative arrangement has been made.

Before suspending services or withdrawing a student for non-payment, GEM College must notify the student of the proposed action and provide a reasonable opportunity to respond or arrange payment. The student may appeal the decision through GEM College's appeals process, as set out in Standard 2.8 of the Outcome Standards.

COURSE FEE AND ADDITIONAL CHARGES

The approved Course Overview and enrolment documentation must identify:

- The applicable course fee and what it includes;
- All additional fees and charges;
- Any materials, equipment, technology or resources the student must obtain;
- The permitted assessment attempts and any reassessment charges; and
- Applicable RPL, replacement certification, payment-processing and postage charges.

The course fee includes the training, assessment, student support, mandatory learning resources and access to facilities, resources and equipment specified for the training product.

Additional fees may only be charged where they are identified in the approved Course Overview, Fee Schedule or enrolment documentation provided before enrolment or payment, as set out in Standard 2.1 of the Outcome Standards.

Payment before Enrolment

Before requiring payment, GEM College must provide the student with documentation identifying the training to be provided, all applicable fees and charges, payment arrangements, refund conditions and other financial obligations.

The agreed fee or initial payment must be received before enrolment unless the student has an approved payment plan, pay-per-unit arrangement, scholarship or government-funded place.

Application of the 2025 Standards for Registered Training Organisations

GEM College is to:

- Provide students with clear and accurate information about all fees, charges, payment terms, refund conditions and withdrawal-related costs before enrolment or payment, as set out in Standard 2.1 of the Outcome Standards;
- Protect prepaid fees in accordance with section 18 of the Compliance Standards; and
- Issue AQF certification documentation within the required timeframe, subject to completion and payment of fees, as set out in section 9 of the Compliance Standards.

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.

A failure to submit a refund request within 10 working days does not prevent consideration of any entitlement arising under the Australian Consumer Law or other applicable legislation.

- If notice is received less than five business days before the scheduled commencement of study, GEM College may deduct any cancellation or administration charge disclosed before enrolment, to the extent permitted by law. Any remaining fees paid for services that will not be provided must be refunded.
- Refunds will be paid within 14 days of receiving written notification of withdrawal, less 10% administration fee.

- Where a student withdraws, any refund will be calculated according to the services provided and the refund conditions disclosed before enrolment. GEM College may deduct the disclosed 10% administration fee and any other permitted cancellation charge. Any remaining refund must be paid within 14 days of receiving the written withdrawal request.
- Where a student is suspended or dismissed due to unacceptable conduct, any refund or outstanding fee liability will be determined according to the services provided, the applicable enrolment conditions and the requirements of law. The student may appeal the suspension or dismissal through GEM College's appeals process.
- A written application (addressed to the Corporate Leader for her consideration) may be made for exceptional circumstances.

Full-fee Students

Refunds for full-fee students will be calculated according to the services provided and reasonable costs incurred by GEM College.

- A deposit may be retained only to the extent permitted by the disclosed enrolment conditions and applicable law.
- Any applicable statutory or contractual cooling-off rights will be honoured.
- Fees paid for services GEM College cannot provide will be refunded.
- RPL fees may be retained for RPL services already provided.

These provisions do not limit the student's rights under the Australian Consumer Law.

Government-(Federal/State) Funded Students

Refunds and fee adjustments for government-funded students must be calculated according to the funding and fee requirements applicable to the student's enrolment.

- Applicable refund conditions must be disclosed before enrolment or payment.
- Fees paid for services GEM College cannot provide must be refunded.
- Materials fees may be retained only for materials supplied to and retained by the student, subject to the applicable funding requirements.
- The refund decision, reasons and any refund or adjustment must be provided to the student in writing.

Requiring a written application does not limit any entitlement arising under applicable legislation or funding requirements.

Recording and Payment of Refunds

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

A student may appeal a refund decision through the appeals process set out in the GEM College Customer Service Charter and Grievance Policy (FM-31), as set out in Standard 2.8 of the Outcome Standards.



Chief Executive Officer - Monique McCloskey