



Fees and Refunds Policy and Procedure

United Institute charges a reasonable fee for the educational products and training and assessment services provided to students and clients. We clearly advertise our fees and charges, including whether GST applies, and refund policies on our website, as well as on our marketing materials to ensure prospective students and clients are aware and informed prior to enrolment or prior to the commitment to purchasing our products and/or services

General Fees and Refunds Principles

United Institute strives to:

- Be fair and competitive in setting our course fees and other charges;
- Be clear as to what our fees and charges are, including whether they are GST inclusive or exclusive;
- Offer a variety of options for students and clients to make payment;
- Be clear on our refund policy and process;
- Approach reasonably, flexibly and act in the best interests of our students and clients when authorising refund approvals and processes; and
- Inform learners of their rights as a consumer, including but not limited to any statutory cooling-off periods.

Responsibilities

The CEO is responsible for:

- Setting the applicable fees and charges; and
- Approving any refund applications made and for setting the refund policy.

The Student & Administration Support personnel will be responsible for:

- All administrative duties associated with publishing, collection and reporting of the fees and charges invoiced and collected; and
- Answering any student or prospective student's enquiries regarding our fees and refund policy and process.



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Protection of Pre-paid Fees

In accordance with Clause 7.3 of the Standards for RTOs 2015, United Institute ensure that we protect the pre-paid learner fees collected. To meet this responsibility, it is our practice to collect no more than \$1,500 prior to the commencement of the course, with the balance invoiced prior to the commencement of the second semester of the training program. This requirement only applies when the payment of fees is made directly by a student, and not by an employer or a funding authority.

Fees and Charges Information

It is important that prospective students and clients are aware of our fees and charges prior to their enrolment with United Institute.

The following information must be included and maintained on our website to ensure its accuracy and currency:

- The applicable course fees, resource fees, and any other charges such as the re-issue of certificates or statement of results, and any photocopying or printing fees that may apply;
- Payment terms and options, including when the fees are to be paid by and what methods of payment we accept;
- Any non-refundable deposit or administration or enrolment fees that may apply;
- Guarantee provided by United Institute to honour our commitment in delivering the agreed upon training and assessment services;
- Any discounts, fee reductions or exemptions that may be available for certain groups of enrolments, such as those with a concession card holder, those who are referred by a family or friend, etc; and
- Refund policy.

Good and Services Tax

Under section 38-85 GSTR 2003/1 Goods and Services Tax, Goods and Services Tax (GST) is exempt on our nationally recognised training courses. We will only apply GST on administrative fees and charges such as the re-issue of certificates or the printing of learning materials, educational products and courses which are not exempted under the aforementioned tax ruling. Further information can be found [here](#).



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Our Guarantee

If United Institute is not able to fulfil our agreement with our learners, regardless of the reason, United Institute are to issue a full refund for any services not provided. This means that if we cancel a training program which has not yet commenced, we are to refund the full amount of the fees paid. Where we cancel a training program part way through the course, we are to refund the learners based on the units of competency not yet delivered to the learner and issue the learner with a Statement of Attainment based on the units the learner has already completed.

Collection of Fees

The fees and charges are displayed clearly in the relevant marketing materials, as well as on our website.

For local fee-for-service students undertaking nationally recognised training, it is United Institute's practice to collect no more than \$1,500 prior to the commencement of the course, with the balance invoiced prior to the commencement of the second semester of the training program.

For international students, it is United Institute's practice to collect no more than 50% of the tuition fees prior to the commencement of the course, with the balance invoiced prior to the commencement of the second semester of the training program.

For employer clients who are enrolling their employees into nationally recognised training, and students undertaking non-accredited courses, it is United Institute's practice to collect the entire course fees prior to the commencement of the course.

United Institute has a right to discontinue the delivery of training and assessment services if fees are not paid in accordance with the agreed upon fee schedule.

Statutory Cooling-Off Period

The Standards for Registered Training Organisations 2015 require RTOs to inform individuals of their right to a statutory cooling-off period. The Australian Consumer Law defines cooling-off periods as a specified timeframe of **10 business days** during which a consumer who has 'cooled off' on their decision to enter into a contract or agreement, where that contract or agreement was established through unsolicited marketing or sales tactics, to enable the consumer to legally withdraw from the contract with little or no penalty.



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It must be noted that United Institute does not engage in unsolicited marketing or sales tactics and therefore a statutory cooling-off period will not likely be applicable to our students and clients who have enrolled into a course with us.

Fee Extension

If a learner is experiencing financial difficulties in paying the fees by the due date and require a reasonable extension, they are to inform the Student & Administration Support personnel as soon as possible. This information can be found in the Student Handbook and at the bottom of invoices issued.

Each extension request will be assessed on its merits and United Institute will do our best to provide reasonable extensions to the affected learner and outcomes of all requests are to be communicated to the learner within **10 business days**.

Refunds

United Institute will provide a full refund for any services not provided, where we fail to deliver a course or unable to fulfil our service agreement as part of our guarantee to our students and clients. Where United Institute is unable to deliver a course or fulfil our service agreement, we will calculate the refund based on the units of competency not yet delivered to the student or client.

Approved refunds will be actioned within **10 business days**. If the student had paid for their fees via electronic funds transfer, they will be refunded via the same method using the authorised bank account nominated by the student and must be in the name of the student for security purposes. If the student paid via credit or debit card, the refund will be processed to the credit or debit card they had paid with.

Local students:

- Where a student has purchased texts, training workbooks or materials, United Institute will not refund the monies for this expense.
- Students who give notice to cancel their enrolment **10 business days** or more prior to the commencement of a program, will be entitled to a full refund of fees paid.
- Students who give notice to cancel their enrolment **9 business days** or less prior to the commencement of a program will be entitled to a refund of up to 75% refund of the course fees paid. The amount retained by United Institute is required to cover the costs of staff, materials and resources which will have already been committed based on the student's initial intention to undertake the training.



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- Students who cancel their enrolment **within 28-days** of the course commencing will only be entitled to a refund of up to 25% of any course fees paid in advance. The amount retained by United Institute is required to cover the costs of staff, materials and resources which will have already been committed based on the student's initial intention to undertake the training. An exception to this policy is where United Institute fails to fulfil its service agreement and the fees are refunded under our guarantee to clients.
- Students who cancel their enrolment **after 28-days** of the course commencing will not be entitled to a refund of fees. Discretion may be exercised by the CEO if there is extenuating or significant personal circumstance that led to their withdrawal.

International on-campus students only:

- Where a student has purchased their OSHC, reading texts, training workbooks or materials, United Institute will not refund the monies for this expense.
- Any student who defers a course will not get a refund in case of a non-commencement or later decides to withdraw from the course;
- Tuition fees are not transferrable to another person or student and notwithstanding the above provisions, United Institute may grant a refund of fees on compelling or compassionate grounds made known in writing;
- United Institute holds the right to cancel or amend the delivery of a course. In the event that occurs, a refund may be granted to such student subject to Section 46A and 46D of the ESOS Act 2000, as per the following options:
 - o Any unused portion of the tuition fees paid by the student will be refunded, within **10 business days** from the date of default, or
 - o An alternative course or part course can be arranged at the provider's expense. If accepted by the student, the payment of the course fees will be paid to the alternative provider within **10 business days** from the date of notice of the default.
- Discretion may be exercised by the Chief Executive Officer in all situations. If the student can demonstrate that extenuating or significant personal circumstance led to their withdrawal, the student may be offered a full credit toward the tuition fee in another scheduled program in-lieu of a refund. The Chief Executive Officer may also authorise a refund of the tuition fees.
- Approved refunds will be refunded within **10 business days** from the time the refund request is approved. If the student paid via electronic funds transfer, they will be refunded via the same method using the authorised bank account nominated by the student and must be in



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the name of the student for security purposes. If the student paid via credit or debit card, the refund will be processed to the credit or debit card they had paid with.

NB. The TPS Director and Secretary is to be notified within **3 business days** of a student defaulting.

Table of Refunds			
Event	Timeframe	Amount Refunded	Documents
Visa Refusal (Visa application must have been submitted at least 6-weeks prior to the course commencement date to qualify)	At any time	Full fees paid*	Refund Request Proof of VISA Refusal
Visa Renewal Refusal	After course has commenced	Nil	Not applicable
Visa Breach or Misconduct	At any time	Nil	Not applicable
Withdrawal, Transfer or Enrolment Cancellation (if approved by United Institute)	Greater than 28 days before the commencement of the course	75% of fees paid*	Refund Request Deferral, Suspension or Withdrawal form
	Less than 28 days before the commencement of the course	Nil	Not applicable
	After the course has commenced	Nil	Not applicable
Default by United Institute	Before the commencement of the course	Full fees paid	Not applicable
	After the course has commenced	Proportion of fees paid for services not yet delivered**	Not applicable
<p>* Fees paid minus the non-refundable application fee of AUD\$250 minus any agent commissions paid and any bank transfer fees that may apply</p> <p>** For example, if only 2 units have been delivered and you have paid for 4 units, you will be refunded the amount equivalent to the 2 units undelivered.</p> <p>NB. Any refunds for monies paid for your Overseas Student Health Cover, accommodation or airport transfer will need to be discussed directly with the respective providers. United Institute does not have any</p>			



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jurisdiction over the refund policies of the respective providers for these services as they are not provided by United Institute.

NB. No refunds will be provided for any learning materials, texts or workbooks the student has purchased.

Setting and Advertising of Fees Procedure

- 1. Complete a market competitor analysis including fee analysis** – select a variety of competitors to conduct the competitor analysis on. For the purposes of fee analysis, RTOs with have similar target markets, and those with the same course offering(s) should be included. Dissect their value, not just their pricing structure. This will enable us to understand our positioning in the market and what thresholds we are able to charge for our courses.
- 2. Consider the value and services offered by United Institute** – having done a fee analysis of competitors, analyse our costs, factor in our value and the quality of services offered. A fair and competitive price can then be set for the courses, and the fee structure and terms can be arrived at.
- 3. Ensure the new fee structure and terms meets the pre-paid fee protection requirements** – it is important that the new fee structure and terms meet Clause 7.3 of the Standards for RTOs 2015. This means that we do not collect more than \$1,500 prior to the commencement of the training program from the student (this only applies where the student is paying for the course fees by themselves and they are not employer sponsored), and the balance is invoiced prior to the commencement of the second semester.
- 4. Ensure the new fees and charges are updated on all marketing materials and on the website** – once the new fees and charges has been set, they will need to be updated on all marketing materials and on the website to ensure prospective students and clients are correctly informed prior to enrolment. It is important that the information also contains how much of the fees are collected, and when they are collected; as well as what methods of payment are available.



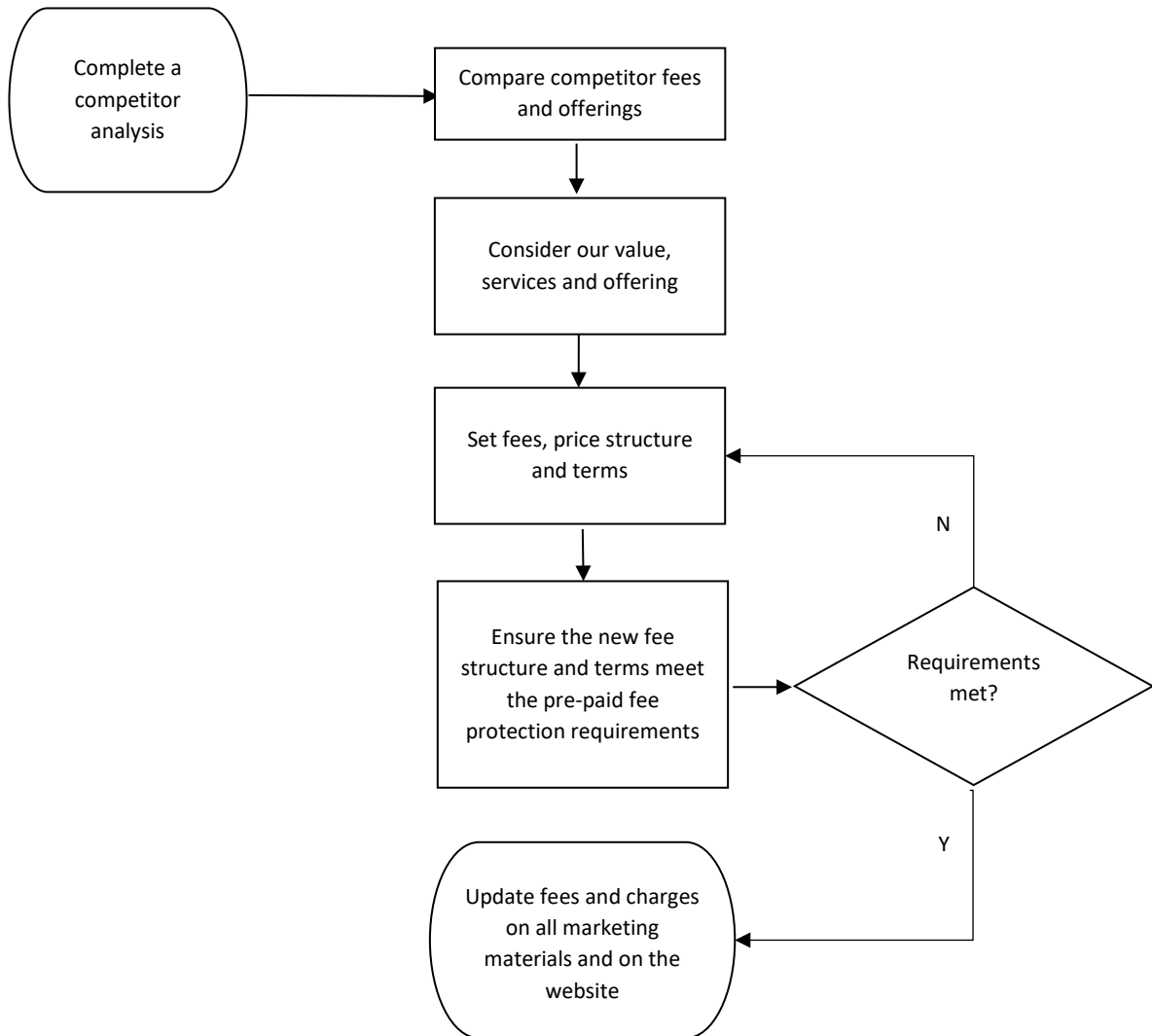
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Refunds Procedure

- 1. Review the Payment Refund Form and send out acknowledgement** – ensure all of the fields are populated and send the student a letter acknowledging the receipt of their request. This must be done within **2 business days** of receipt of the *Payment Refund Form*.
- 2. Seek CEO approval** – the form should then be sent to the CEO for review and approval. The form should be reviewed within **5 business days** of receipt of the *Payment Refund Form* and the outcome informed to the Student & Administration Support personnel.
- 3. If approved** – send an e-mail to the Accounts department to action refund and send approval letter to student or client advising that the refund will be actioned within **10 business days**.
- 4. If declined** – send decline letter to student or client to explain the outcome and their grounds for an appeal within **2 business days** of the CEO reviewing the request.
- 5. Record the information** – the information in the *Payment Refund Form* is to be entered into RTO Advantage for record keeping purposes and the physical form scanned into the student's file. The form should then be shredded and disposed of securely. Ensure that the Accounts department issues the refund to the student within **10 business days**.



Setting and Advertising of Fees Process Flow-Chart





Refunds Process Flow-Chart

