

Fees and Refunds for International Students Policy

Relevant Standard/s

Standards for Registered Training Organisations (RTOs) 2015

- Standard 5 – Clause 5.3

National Code of Practice for Providers of Education and Training to Overseas Students 2018

- Standard 3 – clauses 3.3.4; 3.3.5; 3.3.8

ESOS Act

- Section 27, Section 46, Section 47

Purpose

Pivotal Education ensures that information regarding fee collection, cancellation and refund requirements comply with Standard 5 Clause 5.3, Standards for Registered Training Organisations (RTOs) 2015, National Code of Practice 2018 and ESOS Act

Compliance with Standards for Registered Training Organisations (RTOs) 2015:

Pivotal Education ensures that information regarding fee collection, cancellation and refund requirements comply with Standard 5 Clause 5.3, Standards for Registered Training Organisations (RTOs) 2015 and Standard 3, clauses 3.3.4; 3.3.5 and 3.3.8 National Code of Practice for Providers of Education and Training to Overseas Students 2018

Pivotal Education collects fees directly from individual students, providing information prior to enrolment or the commencement of training, whichever comes first specifying:

1. List of all relevant fee information including:
 - Fees that must be paid including;
 - List of tuition and non-tuition fees payable
 - Identification of refundable and non-refundable fees
 - Periods to which fees relate
 - Payment terms and conditions including deposits and refunds
2. Student’s responsibility to maintain receipts of any payments of tuition or non-tuition fees
3. Student’s rights as a consumer, including but not limited to any statutory cooling off period, if one applies
4. Student’s right to obtain a refund for services not provided in the event that:
 - Arrangement is terminated early
 - Pivotal Education fails to provide agreed services

Schedule of Fees and Other Charges Information

Pivotal Education publishes an annual fees and charges to provide prospective and current students information regarding all tuition and non-tuition fees (refundable and non-refundable) including but not limited to:

1. Administration fee (non-refundable)
2. Tuition fees
3. Resource fees (non-refundable after commencement)
4. Overseas Student Health Cover (OHSC) (where applicable)
5. Student ID cards
 - Issuance
 - Replacement
6. Deferral of Enrolment/Change of CoE

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7. Suspension of Enrolment after commencement/Change of CoE
8. RPL fees
9. Reassessment Fees
10. Replacement Certificate, Qualification or Statement of Attainment fee
11. Late fees
12. Required Letters fee
13. Photocopying fees

All fees charged are in Australian Dollars (AUD) and fee information is made publicly available in the “CRICOS Course Fees” and “Other Fees and Charges” on the website at www.pivotal.edu.au

Fee Payment Conditions

1. All tuition and non-tuition fee payments are clearly outlined in the Letter of Offer and Acceptance Agreement as agreed to by the international student with their signature and date
2. The initial fee deposit can only be accepted when the international student has signed and submitted the Letter of Offer and Student Acceptance Agreement.
3. Initial Fee Deposit payments can be made concurrently with or after submission of the signed Letter of Offer and Student Acceptance Agreement.
4. Students are permitted under the ESOS Act to choose to pay more than 50% of their tuition fees before course commencement under the following conditions:
 - The student or responsible person paying the fees chooses to pay 50% prior to commencement
 - The course has a duration of 25 weeks or less
5. Students who enrol in one CRICOS course at the Certificate III level are required to pay the Initial Fee Deposit prior to commencement which includes:
 - Administration fee (non-refundable)
 - Resource Fee (non-refundable after commencement)
 - Tuition fees (first term)
 - Overseas Student Health Cover (where applicable)
6. Students who enrol in packaged CRICOS courses (including Certificate III level qualification and Certificate IV/Diploma level pathway qualification) are required to pay the Initial Fee Deposit prior to commencement of course 1 which includes:
 - Administration fee (non-refundable)
 - Course 1 Tuition fee instalment (first term – Certificate III level)
 - Course 1 Resource Fee (non-refundable after course 1 commencement)
 - Course 2 Tuition fee instalment (50% first term – Certificate IV/Diploma level)
 - Overseas Student Health Cover (where applicable)
7. Where students enrol in packaged courses, the Certificate III level qualification is identified in the pre-enrolment information as preliminary to acquire operational skills and knowledge essential for the pathway to Certificate IV/Diploma higher-level qualification in the same industry area
8. In the event a student enrolls in packaged courses as described above, the higher-level qualification is the principal qualification with the conditions of Standard 7, National Code of Practice 2018
9. Students who enrol in published packaged qualifications as defined above, will not be eligible for a refund for the 50% tuition fee deposit for Course 2 (Certificate IV/Diploma level) after the commencement date of Course 1 (Certificate III level)

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10. Students who paid 50% of the initial tuition fee deposit for course 2 will not be eligible to register and attend orientation until the remaining 50% tuition fee deposit and resource fee for course 2 has been paid in full. Failure to pay remaining fees will result in a default as reported on PRISMS.
11. Students will be required to pay for the remaining tuition fees for the remainder of their course(s) as specified by the due dates in the Tuition Fee Instalment Schedule in the Letter of Offer and Student Acceptance Agreement.
12. Payments can be made via credit card, bank transfer, telegraphic transfer or EFTPOS.
13. Students MUST include both the invoice number and their individual Student ID number when making instalment payments
14. Pivotal Education reserves the right to cancel any course prior to the commencement date of the course or during the course, should it be deemed necessary.
15. If a student fails to pay an instalment fee as outlined in the Tuition Fee Instalment Schedule Letter of Offer and Student Acceptance Agreement by the due date(s), a late tuition instalment fee per week is added to the instalment payment until the instalment payment is made
16. Non-financial students will not be included on the class list or allowed to attend classes until the instalment payment has been made
17. Non-financial students may have their CoE cancelled on PRISMS under student default for non-payment of fees
18. Fees may be subject to change without notice.

Refund Considerations

All refund considerations will be assessed against the total amount Pivotal Education has received from the student. The refund conditions considerations include the following:

1. Where a student is eligible for a refund, Pivotal Education will provide the assessed and approved amount in AUD transferred back to the student less the agent commission (where applicable)
2. Where the education agent has collected fees that are assessed as eligible for a refund, Pivotal Education will inform the Education Agent who will be responsible for paying the student the percentage of the refund where applicable.
3. Administration fees are non-refundable
4. Resource fees after course commencement are non-refundable
5. Students are required to pay the published fees for a refund request as specified in “Other Fees and Charges” published on the website www.pivotal.edu.au
6. Refer to Refunds based on Student Visa Refusal for specific conditions
7. Refer to Cancellation and Refund Conditions – Student Default for specific conditions
8. Refer to Cancellation and Refund Conditions – Provider Default for specific conditions
9. Refunds will be paid directly to the student assessed as eligible for a refund
10. Pivotal Education reserves the right to exclude students from class when fees are not paid
11. Tuition fees are not transferable to another person or institution
12. Pivotal Education reserves the right to change, alter or amend fees at any time. Students will be notified in writing of any changes, alterations, and amendments in advance.
13. Pivotal Education provides students with a statement that identifies how the refund was calculated and make fully available access to Pivotal Education Complaints Policy.
14. The Pivotal Education dispute resolution process does not circumscribe the student’s right to pursue other legal remedies

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Cancellation and Refund Conditions – Student Visa Refusal

Pivotal Education is not required to provide a refund under the ESOS Act if:

- The student was refused a student visa; and
- The refusal was a reason for one or more of the following acts or omission by the student that directly or indirectly caused the student to default in relation to their course
 - The student’s failure to start the course on the agreed start date
 - The student’s withdrawal from the course
 - The student’s failure to pay an amount they are liable to pay directly or indirectly in order to undertake the course
 - Breach of any student visa condition

In the event an on shore international student has had their student visa application refused based on breaches to student visa conditions or any of the above stated reasons from the ESOS Act, Pivotal Education not be providing the student with a refund.

In the event an off shore international student has had their student visa application refused, Pivotal Education will undertake the following:

- Refund the amount of tuition and materials fees paid in advance
- Charge the published administration processing fee for the refund request
- Retain all non-refundable fees as listed in the Letter of Offer and Acceptance Agreement
- OSHC refunds will be provided as per health cover provider policy

Refunds will be paid to the person or entity that originally paid the fees and, where possible, in the same currency in which the fees were paid within 28 days.

Cancellation and Refund Conditions – Student Default

Student Default applies as follows:

- the course starts on the agreed start date but the student does not start on the agreed start date and/or has not previously withdrawn or formally deferred the course start date
- the student withdraws from a Pivotal Education course of study before or after the agreed starting day
- Pivotal Education refuses to provide or continue to provide a course to the student because of one of the following reasons:
 - The student fails to pay an amount they are liable to pay Pivotal Education directly or indirectly in order to study the course
 - The student has breached a condition of their student visa
 - The student has misbehaved
- Students must notify Pivotal Education of their intention to defer or withdraw from their studies and/or request a refund using the following forms:
 - Refund Request Form
 - Termination Request Form
- Pivotal Education will make a refund within 28 days of receiving a valid, approved written claim

- All refund considerations will be strictly limited to the monies Pivotal Education has received and will not include non-refundable fees
- Pivotal Education will make the refund available to the student directly as per source of payment
- Tuition and other fees are not transferable to another student or institution

Refund Criteria and Eligibility Chart

Notification Period	Conditions
10 weeks prior to Commencement Date	<ul style="list-style-type: none"> • 80% of tuition fees paid in advance will be refunded where the student has paid the entire first term tuition fee and resource fee for Course 1 • Where a student has paid 50% tuition fee deposit for Course 2, for the higher-level qualification no refund will be provided • Published non-refundable fees will not be refunded • The published refund processing fee will be charged
5 to 9 weeks prior to Commencement Date	<ul style="list-style-type: none"> • 70% of tuition fees paid in advance will be refunded where the student has paid the entire first term tuition fee and resource fee for Course 1 • Where a student has paid 50% tuition fee deposit for Course 2 for the higher-level qualification no refund will be provided • Published non-refundable fees will not be refunded • The published refund processing fee will be charged
Up to 4 weeks prior to Commencement Date	<ul style="list-style-type: none"> • 30% of tuition fees paid in advance will be refunded where the student has paid the entire first term tuition fee and resource fee for Course 1 • Where a student has paid 50% tuition fee deposit for Course 2 for the higher-level qualification no refund will be provided • Published non-refundable fees will not be refunded • The published refund processing fee will be charged
Published Commencement Date	<ul style="list-style-type: none"> • No refunds will be provided if a student fails to commence or withdraws on the agreed start date

Cancellation and Refund Conditions – Provider Default

Provider Default applies as follows:

- A registered provider defaults when the following occurs:
 - Pivotal Education fails to provide a course to a student at the location on the agreed starting day; or
 - The course or any current classes for a specific course is cancelled by Pivotal Education and cease to provide to the student at the location at any time after the course starts but before it is completed with the day the course/class ceases being identified as the default day; and
 - The student has not withdrawn from that course before the default day
- In the event that Pivotal Education fails to continue to provide a course to a student, Pivotal Education will pay the student a refund of the amount worked out in accordance with any

legislative instrument made under subsection (7) ESOS Act for any unspent tuition fees received by Pivotal Education in respect of the student

- Refunds in situations of Provider Default are covered by the provisions of the Tuition Protection Service (TPS) that include but may not be limited to the following:
 - Pivotal Education does not offer a course on the advertised start date or
 - terminates a course after the course start date or before the course completion date or
 - does not provide a course as advertised due to sanctions by any authority or
 - does not provide a course in full
- In such a case Pivotal Education will pay the student a refund which equals the amount of the total tuition fees paid for the remainder of the course not completed at the time of default (unspent tuition fees) if an alternative placement with another provider cannot be found to the student's satisfaction.
- The amount calculated for refund will be paid in 14 days from the date of notification of default
- In the event of provider default, Pivotal Education will give notices to the both the affected students, ASQA and the Director, TPS in accordance with the ESOS Act
- The provider default notice will contain:
 - Circumstances of the default
 - Details of the affected students in relation to whom Pivotal Education has defaulted
 - Advice as to how Pivotal Education is discharging its duties under section 46D, ESOS Act and how Pivotal Education will discharge those obligations
- Pivotal Education will notify ASQA and TPS Director within three (3) business days of the default occurring
- In the event of provider default, Pivotal Education discharges its obligation to students if:
 - The student is offered a place in another Pivotal Education course in accordance with subsection (4) and the student accepts the offer in writing; OR
 - Pivotal Education offers a refund in accordance with subsection (6) which is the amount of any unspent tuition fees received by Pivotal Education in respect of the student

Refund Process

Students may request a refund through the following process:

1. Download, print and complete the Refund Request Form and Termination Request Form both available online 'Useful Forms' www.pivotal.edu.au
2. The reason for the termination and refund requests should be clearly set out in the Termination Request Form and Refund Request Form with supporting documentary evidence attached for assessment against the conditions for a refund as specified in this policy
3. In the case a refund is requested based on withdrawal of studies prior to commencement, the Termination Request Form must be completed and submitted together with the Refund Application form
4. If the refund being requested is for a refund, not for tuition fees, submit the Refund Request Form identifying the refund request with attached evidence for assessment against the conditions specified in this policy
5. Submit the completed and signed forms as stated to the Administration Officer

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6. Incomplete or unsigned applications for termination and/or refund requests will not be assessed with subsequent delays to processing
7. All complete and signed applications with supporting evidence and verification of identity of applicant will be assessed against the conditions outlined in this policy with approval only being granted by the CEO
8. Approved refunds will be paid no later than 28 days after the application for refund has been made

Consumer Rights

Pivotal Education will notify students in the event that any of the following changes occurs that may affect the services being provided in this agreement. These include:

- a change in ownership of the RTO, and/or
- any changes to or new third-party agreements that are put in place for the delivery of services outlined in this agreement

This agreement, and the right to make complaints and seek appeals on decisions and actions under various processes, does not affect the rights of the student to take action under *Australian Consumer Law* if the *Australian Consumer Law* applies.

Student Complaints about Fees and Refunds

Students are entitled to have a personal representative present at any stage during the complaints handling process. If the student's problem cannot be resolved by Pivotal Education students can seek external assistance after the internal appeals process has been completed.

External options available to students include

- ASQA (<http://www.asqa.gov.au/complaints/making-a-complaint.html>)
- Department of Fair Trading (<http://www.fairtrading.nsw.gov.au>)
- National Training Complaints Service (<https://www.education.gov.au/NTCH>)
- NSW Ombudsman (www.ombo.nsw.gov.au/contact-us)
- Overseas Student Ombudsman (www.ombudsman.gov.au/How-we-can-help/overseas-students)

Definitions	
Commencement Date	This means the day of scheduled course commencement which is the commencement day in the signed Letter of Offer and Acceptance Agreement and Confirmation of Enrolment (“CoE”).
Default day	The day on which the course ceased to be provided.
Course	A full-time registered program of education or training offered by Pivotal Education that is registered on CRICOS for the attainment of a Testamur or certificate. Defined as course in the ESOS Act.
Course 1	A certificate III level qualification offered by Pivotal Education that students complete before commencing a higher-level qualification in the same industry area if the international student decides to package their courses for career progression.
Course 2	A Certificate IV or Diploma level qualification where students have enrolled in and/or completed a certificate III level qualification in the same industry area that provides operational knowledge and skills as a pathway to undertake the higher level qualification.
CoE	Confirmation of Enrolment – a document issued by Pivotal Education through PRISMS
International Student	A person who holds an Australian Student Visa, and is an 'overseas student' as defined by the ESOS Act.
Letter of Offer and Acceptance Agreement	Agreement between the education provider and the student which outlines student chosen course/courses including all conditions, fee requirements, rights and obligations as per the National Code of Practice 2018
International Student Enrolment Form	An application form completed by an international student to apply for a Pivotal Education course(s) approved on CRICOS
CRICOS:	Commonwealth Register of Institutions and Courses for Overseas Students
National Code of Practice:	The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018
ESOS Act	Education Services for Overseas Students Act 2000 of the Commonwealth.