



SITS
COLLEGE

Fees Charges and Refunds Policy and Procedure

RTO No: 91533 | CRICOS Code: 03474G

Purpose

The purpose of this policy and procedure is to ensure that SITS College (SITS) operates a fair and equitable process for the management of both the collection of fees and the repayment of fees.

This complies with

- the National Vocational Education and Training Regulator Act 2011
- Standards for NVR Registered Training Organisations 2025 (Standards 2.1, 2.2)
- National Code of Practice 2018 (Standard 6);
- ESOS Act 2000.

Policy

SITS ensures it applies fees and charges to students fairly. This Policy and Procedure describes the process followed to identify and manage fees paid by international students.

The policy also ensures that SITS adopts a refund policy that is fair to students who have valid reasons for requesting refunds and who give SITS sufficient notice, while at the same time protecting SITS from suffering economic loss that may be caused by refund requests that are not submitted within the required timeframe.

Definitions

Application Fee/Enrolment fees (Non-Tuition)	Application Fee/Enrolment fees (Non-Tuition): The application/enrolment fee payable when an application is made to SITS for an enrolment to a course or qualification. This fee is non-refundable fee covering the administration cost of SITS. The Application fee is subject to change
Course Commencement Date	Course Commencement Date: Refers to the start date indicated on the first eCoE issued by the Institute. This does not refer to the deferred or subsequent eCoE.
Course Fees	Course Fees: The money received by the Institute for providing the course to the students, which includes tuition fees, application fees, any amount received that must be paid to a registered health provider on behalf of the student, and any other amount paid by the student to the Institute to undertake the course. (Course fees = tuition fees + non-tuition fees received by SITS in respect of the student).
Deposit Fees (Academic)	Deposit Fees (Academic): Fees paid in advance prior to commencement of the course or a study period.
Incidental Fees (Non-academic)	Incidental Fees (Non-academic): All other fees that are not included in the Tuition Fees or Application Fee. E.g. Materials Fees.
International Student	International Student: People who are enrolled with the Institute and include both prospective and currently enrolled students who are overseas students as defined in the National Code of Practice for Providers of Education and Training to Overseas Students and hold a student visa.



Local International Students	Local International Students: A person granted an initial visa to attend another Australian education institute and wants to extend that visa by enrolling at the Institute.
Onshore Students	Onshore Students: Students who are applying for student visa within Australia
Offshore Students	Offshore Students: Students who are applying for student visa outside Australia.
TPS: Tuition Protection Scheme	TPS: Tuition Protection Scheme (enacted on 20th March 2012 as part of the Government's second phase response to the Baird Review) replacing Tuition Assurance Scheme and ESOS Assurance Fund
Tuition Fees (Academic)	Tuition Fees (Academic): The amount paid to enable the student to undertake the course as indicated in the Offer Letter and Enrolment Acceptance under course fees.

Procedure

Process for claiming a refund

- Refund application requests must be made in writing on the Refund Request Form, the refund request form may be downloaded from the SITS website.
- Filled in form must be submitted to the Administration via email or in person at reception.
- The Application/enrolment fee of AUD 300.00 for onshore and \$500.00 for offshore students is not refundable. The course fees will be refunded as per the table, in this policy.
- The Accounts department will process and approve the refund amount (if applicable) based on the circumstances listed below.
- Refund will be made directly to the bank account stated in the Refund Request Form and the student will be informed about the same via email. All refunds will be made in Australian Dollars.
- Students can nominate a person in whose account the refund can be made. In case of death of the student, refund can be claimed by parents/guardians of the student.
- If the student is not eligible for any refund, based on the circumstances stated below, the student shall be informed of the same via an email/letter.
- Any other circumstances which have not been listed below in the table, the management of SITS will decide the refund. In most cases, the students will be refunded after deducting the application fee.
- Any refund given will be recorded in the Student Information System so that each student's financial status is known.
- The students have right to lodge an appeal with the institute if they are not satisfied with the decision /outcome of the refund request.
- SITS cannot guarantee that students will successfully complete the course(s) in which they enrol regardless of whether all fees due have been paid.

Reassessment fee and its calculation:

Where learners are unable to achieve competency after three (3) attempts, if the college runs the unit before the end date of their CoE, which they failed, they will be required to undertake for re-assessment, which will incur fees of \$300.00. Please note, learners are granted with three (3) attempts for a successful assessment outcome, where they will not be required to pay any fees for reassessment.

To achieve a favorable assessment outcome without additional fees, learners are required to independently complete their assessments. The trainer or assessor will permit up to three (3) attempts at no cost, provided they confirm the learner has applied sincere effort. The Managing Director retains the authority to grant free reassessment based on unique circumstances.

Learners will not be entitled to three free reassessment attempts in the following situations:

- If a student receives a Not Yet Competent (NYC) grade due to plagiarism—such as copying from sources including but not limited to ChatGPT, Google, or a classmate's assignment—they will be required to pay reassessment fees. This applies regardless of whether it is their first or third attempt. In these cases, students will forfeit their right to three free reassessment attempts.
- If a student fails to submit an assessment by the due date or does not attend the class, they will be required to pay \$300.00 per unit for reassessment.

If learners need to re-enroll and extend their Confirmation of Enrolment (CoE) to continue their training, this will incur additional fees. The charges will be based on the number of weeks the CoE is extended. Students will need to pay the application/enrolment fees, tuition fees and material fees associated with the unit of competency.

- Total tuition fees for extending the CoE will be calculated as = Total Tuition fees of the course/duration in weeks * number of weeks the CoE is to be extended.
- Total material fees = Total material fees for the course/duration in weeks * number of weeks the CoE is to be extended

Provider default: In the unlikely event that the institute is unable to deliver the course in full, students will be offered a refund of all the unused tuition fees paid to date. The refund will be paid within 14 working days of the day on which the course ceased being provided. Alternatively, students may be offered enrolment in a suitable alternative course by the institute at no extra cost to students. Students have the right to choose whether they prefer a full refund of course fees, or to accept a place in another course. If student chooses placement in another suitable course, SITS will ask the student to sign a document to indicate the acceptance of the placement. If the institute is unable to provide a refund or place the student in an alternative course, the institute's Tuition Protection Service (TPS) is provided.

Student Default:

A student is considered to have defaulted in the following situations:

- The course begins at the agreed location on the specified start date, but the student does not attend the course on that date (and has not previously withdrawn).
- The student withdraws from the course at the location, either before or after the agreed start date.
- The registered provider refuses to deliver or continue the course to the student at the location due to one or more of the following reasons:
 - The student failed to make the required payment to the provider
 - The student violated one of more condition/s of their student visa
 - The student engaged in misconduct.

Fees and refund information

Fee information is provided to students before enrolment or receipt of payment, in compliance with the National Code 2018 Standards 2 and 3. The Offer Letter, Enrolment Acceptance, and International Student Handbook, which are given prior to enrolment, include details of the Fee Charges and Refunds Policy and Procedure, and inform students of their consumer rights. Students must sign the Offer Letter and Enrolment Acceptance to acknowledge that they have read and understood the terms and conditions of enrolment, including this policy.

Course fee inclusions

The Offer Letter and Enrolment Acceptance Agreement will provide a detailed breakdown of all course fees, including both tuition and non-tuition fees.

Tuition Fees Include:

- All training, teaching, and assessment necessary for students to complete the qualification or course within the allowed number of attempts.
- Issuance of one set of certification documents, including the testamur (certificate) and record of results. If applicable, a Statement of Attainment will be provided in the event of withdrawal or partial completion. Non-Tuition Fees are specified in the Offer Letter and Enrolment Acceptance Agreement

See charges below for additional non- tuition fees:

RPL (1st consultation is free)	\$300 per unit
Credit Transfer	Nil
Material Fee (Additional resources required for the course)	Please refer to the offer letter and enrolment acceptance agreement.
Application Fee – Onshore (Non-Refundable)	\$300
Application Fee – Offshore (Non-Refundable)	\$500
Refundable) Re-assessment Fees	A student may attempt an assessment up to three times without incurring a fee. After three unsuccessful attempts, a reassessment fee of \$300 will apply for each unit. If a student receives a Not Yet Competent (NYC) outcome due to plagiarism or submitting a classmate's work, the reassessment fee will still apply, regardless of the attempt count. If a reassessment cannot be undertaken within the expected timeframe, resulting in an extension of the Confirmation of Enrolment (CoE), the same reassessment fees will apply. Additionally, if a student fails to submit assessments by the due date or does not attend class, a \$300 fee will be charged for reassessment for one unit.
RE-issuance of student ID	\$20
Re-issuance of Testamur (Certificate/Statement of Attainment)	\$50
Late payment of tuition fees	\$100 per month
Change of CoE	\$500
Kitchen Kit (if applicable)	\$400
Placement Fees (if applicable)	\$500
Personal Protective Equipment (PPE) to enter the workshop	\$200.00 (students can chose to purchase the required PPE themselves).

Tuition Protection Service (TPS) and its Role: The TPS is a placement and refund service

to assist overseas students whose registered providers are unable to fully deliver their course of study. TPS ensures overseas students can either:

- Complete their studies in another course or with another registered provider or
 - receive a refund of their unspent tuition fees.
- SITS College is a member of the Australian Government endorsed Tuition Protection Service (TPS).
 - SITS will maintain membership of the Tuition Protection Service during its period of registration as a provider.
 - SITS will pay all subscriptions to TPS in accordance with TPS requirements.
 - SITS will not charge more than 50% of tuition fees before course commences.
 - International students (or the person paying fees on their behalf) may choose to pay more than 50% tuition fees before their course commences.
 - SITS will be maintaining a specific bank account for the collection of student fees paid in advance of training and assessment.

Payments

- Payments can be accepted by electronic transfer, credit card, or direct debit. Credit card payments may incur a surcharge of 2% per transaction.

Direct Debit: Kindly provide the bank account details to SITS College for the purpose of fee

- payment. The provider for the debit is ezidebit (<https://www.ezidebit.com/en-au>)
- Please note that it incurs fees as following:
 - Fees / Charges One Time Setup Fee: \$0.00
 - From Bank Account: \$0.88
 - From Visa/Mastercard: 1.87%
 - From Amex: 1.99%
 - Failed Payment Fee: \$9.90.
- Students who are experiencing difficulties in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.
- Where a student's fees remain unpaid for more than 40 days past the due date, SITS College may initiate debt recovery procedures, including referral to an external debt collection agency. All costs associated with the debt collection process, including agency fees and any legal expenses incurred, will be added to the student's account and are payable by the student.
- SITS 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.
- International students who do not pay their fees as agreed will receive two warnings regarding non-payment of fees and thereafter will be reported to DHA via PRISMS under student default.

Recording and payment of refunds

- Refunds will be paid to the person or organisation nominated by the student must be mentioned in the Refund Request Form.
- Refund assessments can be appealed following our Complaints and Appeals Policy

and Procedure.

- Records of refund assessments and issuance of refunds will be stored securely in the student's file and in our accounts keeping system.

Publication

SITS will publish this Fee Charges and Refunds Policy and Procedure on their website.

Student Fees

- All international students should pay their Initial Payment upon enrolment as per the Offer Letter and Enrolment Acceptance agreement.
- Students will get the receipt for the payment.
- SITS will make a payment schedule for the remaining course fees, which will be reflected in the Offer Letter and Enrolment Acceptance agreement.
- SITS will ensure all payment terms, conditions and amounts are as indicated in the agreement unless a record of an agreed or advised change is in writing and the conditions of such a change are outlined in the agreement.
- Students are required to abide with the dates on payment schedule. It will be considered as student default if the student does not pay on the agreed date/or the date on the payment schedule.
- SITS does not accept cash to pay any fees and charges. Payments can only be made by direct bank transfer, credit card or direct debit.
- Fees for international students will not be collected until the Offer Letter and Enrolment Acceptance agreement has been signed.
- SITS will provide the student with a receipt and will be retained in the student file along with the signed written Offer Letter and Enrolment Acceptance agreement
- Receipts of payments made by international students will be kept for at least two (2) years after the person ceases to be an accepted student.

Overdue Fees

- If a student fails to pay the fees as outlined in the offer letter and acceptance agreement, or any amendment to the payment or instalment plan, SITS will take the following steps:
- First Warning Letter:** The institute will follow up on the outstanding fees and issue a First Warning Letter for non-payment via email, mail, or in person on campus.
- Second Warning Letter:** If the student does not respond within three business days of receiving the First Warning Letter, a Second Warning Letter will be sent via email, mail, or handed to the student on campus.
- Notification of Intention to Report:** If the student fails to contact the Student Support Officer (SSO) or pay the overdue amount within 48 hours of receiving the Second Warning Letter, they will receive a Notification of Intention to Report for non-payment of fees via email, mail, or in person.

Refunds

- SITS will automatically issue a refund within 14 working days to students who have enrolled and paid their Course fee, and the course is removed from the scope of registration, prior to commencement.
- SITS will also automatically issue a refund to students within 14 days when the course has commenced but is removed from the scope of registration.
- SITS will notify students to whom refunds are automatically issued in writing, will issue refund and will record on file.
- All other students who seek a refund are required to complete a Refund Request Form.
- The completed form is then handed over to the Student Support officer (SSO)/Admin Team. The SSO/Admin team advises the applicant that the turnaround time is a maximum of 20 working days.
- The application is forwarded to the Managing Director / Head of Compliance / Authorised delegate for assessment against the eligibility of the refund.
- If the applicant is eligible for a refund, calculation of refund is made, and a cheque or bank transfer into nominated account is processed for the amount to be refunded.
- In both cases (eligible or not), the applicant is sent an outcome letter and is kept in the student file as well.
- If the applicant is not onshore, then the amount would be refunded (in AUD) to either the student or their nominated person (on consent of the applicant) and a record of the same is kept.

Role of Tuition Protection Service in case of defaults:

Provider Default

- The following steps outline the TPS process if a provider default occurs:

Step 1 - Provider default occurs.

A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- the provider fails to start providing the course to the student at the location on the agreed starting day; or
- after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before default day.

Step 2 - Notifying the Secretary, the TPS Director and students

- SITS will notify the Secretary and the TPS Director of the default within three (3) business days of the default occurring. SITS will also notify students in relation to whom SITS would default within three (3) business days.
- The notices must be in writing and meet requirements of section 46B of the ESOS Act.

Step 3 - Provider obligation period

- SITS will have 14 days after the day of the default (the provider obligation period) to satisfy the tuition protection obligations to the student. (According to section 46D ESOS Act. 2000)

Step 4 - Notification of the outcome discharge of obligations (46F of the ESOS Act. 2000)

- SITS will have seven (7) days after the end of the obligation period to give a notice (According to section 46F of the ESOS Act. 2000) to the Secretary and the TPS Director of the outcome of the discharge of the obligations.
- If SITS will not be able to do the obligations affected students may be assisted by the TPS Director.

Student Default

The following Steps outline the TPS process in the case of a student default: SITS enters into a written agreement with each overseas student or intending overseas student that:

- sets out the refund requirements that apply if the student defaults; and meets any requirements set out in the National Code 2018.

Step 1 -Student default occurs

An overseas student or intending overseas student defaults, in relation to a course at a location, if:

- The course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- The student withdraws from the course at the location (either before or after the agreed starting day); or
- The registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
 - The student failed to pay an amount payable to the provider for the course
 - The student breached one or more condition/s of their student visa
 - Misbehaviour by the student.

Step 2 - Notifying the Secretary and the TPS Director

To meet Tuition Protection Service (TPS) reporting obligations, SITS only needs to report on whether SITS has provided a refund to a student in two cases of student default:

- Where a student's visa is refused, even if there is a compliant written agreement in place.
- Where there is non-compliant written agreement in place.

Step 3 - Provider obligation period

- If a student or intending student defaults, SITS will provide a refund in accordance with the requirements under sections of the ESOS Act, depending on which section applies to the circumstances of the default situation.
- SITS will pay the refund within the period (the provider obligation period) of 4 weeks after the day specified in sections, depending on which section applies to the circumstances of the default situation.

Step 4 - Notification of the outcome - discharge of obligations

SITS will have seven (7) days after the end of the obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of the obligations where SITS is required to provide a refund under (i.e. where there is no written agreement in place and also in cases of visa refusal, whether there is a written agreement in place or not).

The various fee refund conditions and refunds applicable are as below.

<i>Description</i>	<i>Refund status</i>
A course application is rejected by SITS College	Refund of course fee minus Application fee
If an offer of a place is withdrawn by SITS College and this is not due to incorrect or incomplete information being provided by the student.	Refund of course fees minus Application fee
Credit card payment surcharge and any transaction fees	No refund
Visa cancelled/refused due to actions of the student, misleading information, or bogus documents	No refund
Where a student applies and is approved by SITS College to transfer to another registered provider before the completion of six months of study of the principal course	No refund
If a student chooses to pay Tuition Fees on an instalment basis on an agreed payment plan.	No refund will be issued for any course fees (paid on instalment basis). Instalments paid will be for course fees due and payable to the institute for services already rendered.

Provider Default		
<p>Course is withdrawn by SITS College (before the agreed start date). SITS College is unable to start the delivery of a course at the location on the agreed starting day or ceases to deliver the course before it is completed.</p>	<p>Refund of course fee excluding Application fee, within two (2) weeks of cancellation, or the agreed starting date, whichever is applicable</p>	<p>In the unlikely event that the college is unable to deliver your course before commencement or in full, you will be offered a Full refund or after commencement of the course, refund of any Tuition Fee paid in advance for the default course. The refund amount will be calculated as follows: The refund amount = weekly tuition fee x the number of weeks in the default period</p> <ul style="list-style-type: none"> ◦ The weekly tuition fee = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar. ◦ The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates / 7 <p>The refund will be paid to you within two (2) weeks of the day on which the course ceased being provided. Alternatively, students may be offered enrolment in an alternative course by the Institute at no extra cost. Students have the right to choose whether they would prefer a refund of course fees, or to accept a place at another institute. If student chooses placement in another course, SITS College will ask the student to sign a document to indicate the acceptance of the placement. If the Institute is</p>
<p>If SITS College is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances</p>		
<p>Course ceases to be provided to the student at the location after the course starts but before it is completed; and the student has not withdrawn from the course before the default day.</p>	<p>Refund of unused tuition fees. Pre-paid fees may be transferred to an alternative enrolment where the</p>	

<p>The course is not provided in full to the students because a sanction has been imposed on the registered provider or any other reason.</p>	<p>student agrees.</p>	<p>unable to provide a refund or place students in an alternative course, the TPS will be responsible for providing refunds or providing assistance to locate an alternative. However, students are primarily responsible for finding another institute which will accept them into an alternative course.</p> <p>In these cases, there is no need for students to make a refund application.</p>
<p>The course is not provided fully to the students because SITS College has a sanction imposed by a government regulator</p>	<p>Refund of unused tuition fees.</p>	
<p>Student Default</p>		
<p>If a student cannot commence the course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).</p>	<p>Refund of course fees minus the Application fee.</p>	
<p>At the discretion of SITS College Managing Director or approved representative, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events.</p>	<p>Refund of course fees minus the Application fee.</p>	
<p>Visa refused prior to course commencement</p>	<p>The refund calculation under subsection 47E (2) of ESOS Act is as follows: Total amount of the pre-paid course fees received by SITS for the course in respect of the student course minus the lesser of following amount (a) 5% of the total amount of pre-paid fees that the institute received in respect of the students for the course before the default day; Or (b) a maximum sum of \$500.</p> <p>Note: A written request for refund and proof of visa refusal from the Australian Government must be sent to the Institute no later than four weeks after visa refusal.</p>	
<p>Student withdraws up to four (4) weeks prior to course commencement.</p>	<p>Refund of course fees minus the Application fee.</p>	

Student withdraws less than four (4) weeks prior to course commencement.	90% refund of course fees (this excludes the Application fee which is non-refundable).
If a student fails to commence a course after the start of the Course at location, has not previously withdrawn from the course, and the reason is not the visa refusal.	No refund of Course fee – once the study starts, the fee is not refundable.
Withdrawal from the course at location after the agreed start date.	No refund of Course Fee This includes all course fees, Application fees, cost of learning and assessment resources, and material fee (where applicable).
Students abandon the course without notice	No refund of Course Fee and the balance of all outstanding fees for the course to be invoiced to the student.
Student Visa or Visa extension is refused after course is commenced	<p>The refund amount = weekly tuition fee x the number of weeks in the default period</p> <p>a. The weekly tuition fee = total tuition fee for the course / number of</p> <p>b. calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.</p> <p>b. The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates / 7.</p> <p>Tuition fee does not include any non-tuition fee that might have been paid by the student. Non-tuition fees will not be refunded.</p>
Students whose visa have been refused have withdrawn from the course after it commenced or have failed to pay an amount, they were liable to pay the provider in order to undertake the course.	
<p>There is a student default due to any of the following reasons:</p> <ul style="list-style-type: none"> · The student breached one or more condition/s of their student visa. · Misbehaviour by the student. · Failure to comply with SITS College policies. 	No refund of Course Fees

Conditions:

At the time of enrolment any Credit Transfer (CT) / Recognition of Prior Learning (RPL) will be discussed and granted after the student provides sufficient evidence. If the CT allows shortening of the duration of the course, pro-rata fees will be worked out and offered to the students. Once the student accepts this offer, there will be no further reduction of the fee.

Fees not listed in this refund section are not refundable. Prior to student enrolment, fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any fee increases will be required to be paid for the extended component of the course.

If a student withdraws after any number of deferments, the date on the original eCoE will be considered for the purpose of determining the date of commencement of semester / study period / course in relation to the institute refund policy and other related policies.

Appeals

A student may appeal against a decision made in relation to fee charges and/or refunds process/outcome and the appeal needs to be lodged in writing according to the processes for appeals as detailed in the *Complaints and Appeals Policy and Procedure*.

Responsibility

The Head of Compliance and Administration Manager will be responsible for the implementation of this process and will ensure all requirements of this policy and procedure are met.

Review Date

12 months from the date of this version, or as required.