

Charlton Brown Fees, Payment and Refund Policy

PURPOSE AND SCOPE

This policy and procedure will inform students and Charlton Brown staff regarding the terms and conditions on the payment and administration of Charlton Brown fees and how fees paid in advance are protected by Charlton Brown.

FEES

Tuition fees

- Tuition fees are defined in Section 7 of the *Education Services for Overseas Students (ESOS) Act*. They are compulsory fees charged or received by a provider that are directly related to the provision of a course that the provider is providing or offering the student.
- Tuition fees are paid directly to Charlton Brown by the student or by a third party on behalf of the student.
- Charlton Brown tuition fees per course are available on the website www.CharltonBrown.edu.au

Non-tuition fees

Non-tuition fees cover other items not directly related to tuition and may be compulsory or non-compulsory.

- An example of non-tuition fee is the Overseas Student Health Cover (OSHC) which is a compulsory requirement of a student visa. OSHC is insurance to assist international students meet the costs of medical and hospital care that they may need while in Australia. OSHC will also pay limited benefits for pharmaceuticals and ambulance services. (international students)
- Charlton Brown may organise OSHC coverage for students, or students can select an approved OSHC provider themselves and pay the policy.
- Police Check / Work with Children Check are required for students who will undertake work placement as part of their courses. Charlton Brown will assist the student in applying for these checks but student will have to pay for the relevant fees.

Course fees

Course fees are tuition plus non-tuition fees for the purposes of this policy.

Other fees

Aside from the fees mentioned above, only the following fees will be charged to the student as required. Please refer to [fee schedule](#). Other fees may include:

- **Printing of learning and assessment materials**
Learning and assessment materials provided to the student as part of the course or unit are considered as part of the tuition fees. However, separate charges are applicable for extra printing of materials required by the student.
- **Re-issue of Certificate and /or Statement of Attainment**
Charlton Brown may re-issue a Certificate and/or Statement of Attainment upon request from the student at a charge of \$50.00 for every certification.

INFORMATION ON FEES

- All students receive information on fees prior to enrolment which outlines the total course fees, payment terms and schedule of fees. Students are informed through referral to fee schedules and fees and refund policies available at the College website prior to enrolment.
- Fees, payment and refund policies and procedures are outlined in the Charlton Brown Letter of Offer/Written Agreement which is given to the student prior to enrolment.
- The student acceptance of the Letter of Offer/Written Agreement from Charlton Brown is understood to be an acceptance of all fees and charges associated with the student's enrolment. While the fees quoted in the Letter of Offer/Written Agreement are accurate at the time of issuance, fees payable are reviewed periodically and are subject to change without prior notice.
- Deposit and tuition fee payments will only be accepted and processed by Charlton Brown upon receipt of accepted and signed Letter of Offer/Written Agreement.

PAYMENT OF FEES

Deposit payments

- To confirm an enrolment, Charlton Brown must receive the required deposit plus OSHC fees (if applicable)
- Charlton Brown will not issue a Confirmation of Enrolment (CoE) without receiving the appropriate deposit required from the student. (international students)
- Deposit amount is applied towards tuition fees.

Tuition fee payments

Tuition fee payment requirements will vary per course based on advertised duration for the course.

Course / Package Duration	Payment terms
6 months or less (25 weeks or less)	Full tuition payment required prior to commencement
More than 6 months to 12 months (26 weeks – 48 weeks)	Initial payment of 50% required prior to commencement. Remaining balance must be paid 6 months after course or package commencement *
24 months (96 weeks)	Initial payment of 50% required prior to commencement. Remaining balance must be paid 12 months after course or package commencement *

* Students may choose to pay more than 50% of their course fee prior to commencement

Payment methods

Charlton Brown accepts payment through the following methods:

Credit Card - Credit card payments allow for faster turnaround time than other payment methods. Should you choose this payment arrangement, please email to accounts@CharltonBrown.edu.au to request credit card payment application form. If you wish to organise with the Team, you can phone them with:

- Cardholder's Name
- Card Number and CVC
- Expiry Date
- Amount
- Card Type

Electronic Funds Transfer

Please use the following details:

Name of Account: Charlton Brown Group Pty Ltd

Bank: Suncorp

BSB: 484-799

Account Number: 071219820

SWIFT Code: METWAU4B

Reference: Please provide your full name and student number as listed on this offer letter as a reference to the payment.

Please be advised that international EFT payments can take up to 2 weeks to show as cleared funds in the Charlton Brown bank account.

NON-PAYMENT OF FEES

It is the responsibility of the student to ensure that fee payments are made promptly in accordance with the Fee Schedule included in the accepted Letter of Offer/Written Agreement.

- Students must pay the required amount in full on or before 5 pm of the due date.
- Payments made after due date will incur a compulsory late penalty fee, please refer to table below.
- Failure to pay fees may result in any or all of the following until the student pays the full amount:
 - Suspension from attending or participating in the course
 - Exclusion from assessment activities
 - Withholding of certification documentation
 - Cancellation of the enrolment
 - Exclusion from future enrolments with the College
- International students will be informed of the possible impact on their visa due to non-payment of fees.
 - If tuition fees are not paid by the due date, Charlton Brown will issue the student an Overdue Payment Notice within 5 days from payment due date, outlining the following:
 - Suspension from the course until full payment is made including exclusion from assessments if required.
 - Intent to cancel the enrolment due to non-payment of fees
 - Intent to notify the Department of Education of a change of enrolment status (international students)
 - The student is informed of their right to appeal the College decision within 20 days of receipt of letter of intent to cancel. The student Written Agreement and the availability of the College's Complaints and Appeals Policy does not remove the right of the student to take action under Australia's Consumer Protection Law.
- If the student chooses to access the Charlton Brown appeals process, Charlton Brown does not notify the Department of Education of any change to the student's enrolment status through PRISMS (international students).

- If the student's appeal is unsuccessful or no appeal has been made and all internal complaints and appeals processes have been completed, Charlton Brown will notify the Department of Education via the Provider Registration and International Student Management System (PRISMS) of the cancellation of the student's enrolment. (international students)
- The student may choose to access an external appeal process as per Charlton Brown's Complaints and Appeals Policy, but CHARLTON BROWN does not have to wait for the outcome of an external appeal before notifying the Department of Education of the change to the student's enrolment status.

Late payment Penalty Fee

Penalty		Action if payment is not received	
Payment required by due date	-	Overdue Payment Notice issued	
Week 1 after payment due date	\$50	5 working days	Letter of Intention to report to THE Department of Education based on non-payment of tuition fee is issued. Student has 20 working days to appeal (to make full payment) before Charlton Brown lodges the report. (International students)
Week 4 after payment due date	\$200	20 working days	Tuition Fee plus \$200 Late Fee must be received in full, or Charlton Brown will submit the report to the Department of Education. (International students)

Student Fee Schedule

#	Fee description	Price
1	Student identification card Issue	\$10
2	Re-issue statement of attainment/Certificate	\$10
3	Administration fees for student enrolment	\$250
4	Enrolment Fee	\$200
5	International program / Course change	\$250
6	International deferral Charge	\$250
7	International late payment- 5 working days after payment due date	\$50
8	International late payment-20 working days after payment due date	\$250
9	Material fee - Consumables or retainable materials	As per each course request

REFUND POLICY

Refunds and the Tuition Protection Service

The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensure that international student are able to either:

- Complete their studies in another course or with another education provider, or
- Receive a refund of their unspent tuition fees

Australia has a well-established international education sector for over 1200 education providers delivery high quality education to international students studying in Australia on a student visa. Recent changes to the Education Services for Overseas Students (ESOS) Act have further strengthened protections for international students through the introduction to the Tuition Protection Service (TPS).

Source: <https://tps.gov.au/StaticContent/Get/StudentOverview>

Refunds based on Defaults

Charlton Brown will provide refunds based on circumstances surrounding student or provider defaults as specified below.

Student Default

An international student or prospective international student defaults, in relation to a course, 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);
- the student withdraws from the course at the College (either before or after the agreed starting day);
- the student does not meet the conditional course requirements (including does not pass a Working with Children Check or Police Check); or
- the college refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
 - the student failed to pay an amount they were liable to pay to the college, directly or indirectly, in order undertake the course;
 - the student breached a condition of his or her visa;
 - misconduct by the student (refer to Student Handbook)

Under the ESOS Amendment Bill 2015, the College must notify the Secretary, Department of Education and the Tuition Protection Scheme (TPS) Director of the student default within thirty-one (31) business days of the default occurring. Only the following student defaults should be reported:

- where a student's visa is refused, even if there is a compliant written agreement
- where there is no compliant written agreement in place

Provider Default

After a student has accepted an offer of enrolment at Charlton Brown and in the unlikely event that the College is unable to deliver the course as offered, the College will notify the student in writing and offer the student the following options to choose from:

The College may offer an enrolment place in an alternative course for a cost no greater than the cost of the original course of study. If the student chooses to accept placement in an alternative course, the student must agree to this in writing.

- The College will provide a refund based on tuition fees paid for the course. Refund amounts will be compliant with the ESOS (Calculation of Refund) Specification 2014.

In the event of provider default, Charlton Brown will abide by the notification and discharge of obligations to student clauses as specified in Section 46 of the ESOS Act 2000.

Step 1 – Provider default occurs

Charlton Brown is deemed at default if:

- the course did not start on the agreed starting day
- the course ceased to be provided at any time after it commenced but before its completion
- the course was not provided in full because a condition has been imposed on the registration of the college on CRICOS, or the registration has been suspended or cancelled, and the student has not withdrawn before the occurrence of any one of the events stated above.

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

- under Section 46B of the ESOS Act, the College must notify the Secretary and the Tuition Protection Scheme (TPS) Director of the default within 3 business days of the default occurring. Charlton Brown must also notify affected students. All notices of any such default must be in writing.

Step 3 – Provider obligation period

- under Section 46D of the ESOS Act, Charlton Brown has 14 days after the day of the default (the provider obligation period) to satisfy its tuition protection obligations to affected students
- if the College fails to discharge your obligations to the student under Section 46D, it is an offence under Section 46E of the ESOS Act and serious penalties apply.

Step 4 – Notification of the outcome – discharge of obligations

- under Section 46F of the ESOS Act, Charlton Brown has 7 days after the end of its obligation period to give notice to the Secretary and the TPS Director of the outcome of the discharge of its obligations. This notice must comply with the requirements of Section 46F of the ESOS Act
- if the College does not meet its obligations affected students studying on a student visa may be assisted by the TPS Director.

Process for Claiming a Refund

- Charlton Brown will only process a refund request if:
 - Charlton Brown has received student payments into its accounts as cleared funds, and
 - The student's course cancellation/withdrawal has been processed
- Students are advised to read the Charlton Brown Student Refund Policy – International to check whether a refund claim is valid or contact the Charlton Brown International Team
- Students are required to complete the Student Refund Request form which is available from Student Services. The completed and signed form together with relevant documentary evidence documentation (e.g. a letter from DIBP regarding visa refusal) have to be submitted to the International Manager (International students)
- Once the Student Refund Request form has been received and the approval process completed, the Enrolments Officer will contact the student with information regarding the status of the refund request
- If a refund request is approved, refund payments will be made within four (4) weeks of the College receiving the Student Refund Request form.
- Refunds will be paid to the nominated person in this agreement who paid for the student fees
- Refunds will be made by Electronic Funds Transfer (EFT) in Australian dollars only • If a student is not satisfied with the outcome of the refund request, the student may lodge an appeal with the International Manager within 20 working days of being informed of the status of the refund request. Students who wish to appeal a decision made on a refund request may do so under the Charlton Brown Complaints and Appeals Policy available at the College website.
- Should students wish to appeal any decision made concerning a refund, the accepted Letter of Offer/Written Agreement and the availability of Charlton Brown complaints and appeals procedures do not remove the rights of a student to take action under Australia's consumer protection laws.

Refund Amounts

* Course fees (tuition plus non-tuition fees i.e. OSHC if applicable)

Circumstance of enrolment cancellation/withdrawal	Refund Entitlement
Student visa application is unsuccessful <ul style="list-style-type: none"> - Withdrawal prior to commencement date 	Total course fee paid less 5% of course fee received or \$500 whichever is lower
Student visa is granted but withdraws after course commencement <ul style="list-style-type: none"> - Within 14 days of commencement 	

<ul style="list-style-type: none"> - Within 28 days of commencement 	<p>-80% of course fees paid are refundable less 5% of course fee received or \$500 whichever is lower</p> <p>-50% of course fees pad are refundable less 5% of course fee received or \$500 whichever is lower</p>
<p>After 28 days from commencement date</p>	<p>No refund of course fees paid for that term.</p> <p>Any course fees paid for subsequent terms will be refunded less 5% of course fees paid or \$500 whichever is lower.</p>
<p>Provider cancels/withdraws student due to student defaults as follows:</p> <ul style="list-style-type: none"> - Student failure to pay an amount due to Charlton Brown - Student breached a condition of their visa - Grave misconduct by the student 	<p>No refund of course fees paid for the term which includes the cancellation or withdrawal date. Any course fees paid for subsequent terms will be refunded less 5% of course fees paid or \$500 which is lower</p>
<p>Visa extension refund</p>	<p>Unspent tuition fees will be refunded less 5% of course fees received or \$500 whichever is lower</p>

Revisions of Letter of Offer / Written Agreement / Confirmation of Enrolment

Changes to a student's electronic Confirmation of Enrolment (eCoE) may be made by Charlton Brown upon request from the student, subject to the following conditions:

- Issuance of every ne eCoE is subject to AUD\$50.00 fee. Exemption from the fee is subject to the approval of the Charlton Brown International Manager.
- This fee will be added to the next scheduled payment of tuition fees as per the Fee Payment Schedule
- If applicable, an amendment/addendum to the letter of offer and written agreement will be issued by Charlton Brown International Manager to reflect changes to the CoE

PROTECTION OF TUITION FEES PAID IN ADVANCE

Course fees for international students studying on an Australian student visa are protected by the Tuition Protection Service (TPS) under the ESOS Act 2000. More information about the TPS is available at: www.tps.gov.au

Information about the way tuition protection is implemented within Charlton Brown is detailed in the Refund Policy section of this policy.

Charlton Brown is a member of the Australian Government endorsed Tuition Protection Service. Charlton Brown will pay all subscriptions to the TPS in accordance with TPS requirements.

As part of the requirements of the TPS, Charlton Brown maintains an account exclusively for tuition fees received from international students studying on a student visa. Charlton Brown ensures that there is a sufficient balance in the account at all times to repay tuition fees to cover students who are unable to commence.

RECORDING OF TUITION FEES PAID

The Charlton Brown International Enrolment team records all tuition fees paid by international students when issuing a COE via the Provider Registration and International Student Management System (PRISMS).

USE OF PERSONAL INFORMATION

Information collected about a student prior to and during enrolment, can be provided, in certain circumstances to the Australian Government and designated authorities and, if relevant the Tuition Assurance Scheme and the ESOS Act Assurance Fund manager. In other instances, information collected about the student can be disclosed without the student's consent where authorised or required by law.

OTHER

- The student is required to notify Charlton Brown of a change of address while enrolled in the course.
- Information is accurate at the time of print and is subject to change.
- Please refer to www.border.gov.au for further details regarding being an international student in Australia
- Indicative costs of living in Brisbane are available from our website: www.charltonbrown.com.au.
- Student orientation to Charlton Brown is provided prior to commencement which includes information contained in this policy.

APPROVAL AND REVIEW

This policy was approved and endorsed by Charlton Brown Management on August 2021. This policy and procedures will be reviewed after two years or sooner if required