Fees and Refund Policy and Procedure

CAMPBELL INSTITUTE

Granville Campus (Head Office)
Level 1, 16-20 Good Street Granville NSW 2142 Australia
0422 092 884 • info@campbellinstitute.edu.au

FEES AND REFUND POLICY AND PROCEDURE

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1. PURPOSE

The purpose of this policy is to ensure that all Campbell Institute staff are aware of the rights and obligations of Campbell Institute students with regard to refunds of payments made to Campbell Institute, and the circumstances in which they are eligible for a full or partial refund. It also highlights how pre-paid fees are protected by Campbell Institute. The policy and procedures ensure compliance with:

- The relevant standards of National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 ('the National Code 2018');
- The relevant standards of the Standards for Registered Training Organisations (RTOs) 2025.

2. SCOPE

This policy sets out the circumstances under which students may claim a refund and the associated procedures for handling refunds. This policy applies to:

- Students currently enrolled, previously enrolled, not currently enrolled and students on leave or on suspension or on deferment where the relevant fee liability was incurred while they were enrolled or is directly related to their enrolment.
- Campbell Institute staff responsible for issuing refunds, collecting outstanding tuition fees, and addressing student inquiries related to payments.
- Any third party approved by and delegated by the student responsible through completion of a Release of Information Consent Form for a student's fees and charges associated with any training program conducted by Campbell Institute.

3. DEFINITION

- Commencement/start date: The agreed start day of a course or training session as per the COE.
- Confirmation of enrolment (CoE): The CoE provides evidence of a student's enrolment with a provider registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS)
- ESOS Act: Education Service for Overseas Students Act 2000 (Cth)

- **National Code 2018:** It is the National Code of Practice for Providers of Education and Training to Overseas Students 2018
- **Package course/program:** Package course means a package of courses comprising more than one course, all of which are offered by Campbell Institute.
- **PRISMS:** It means Provider Registration and International Student Management System
- **Protected Fee:** Course fee received from the overseas students in advance before the commencement of the course.
- **Standards:** The Standards for Registered Training Organisations (RTOs) 2025
- **Tuition Fees:** Fees the college receives, directly or indirectly, from a student that relates to the provision of a course, or offering to provide, to the student.
- **Tuition Protection Service:** An initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their program of study, in effect from 1 July 2012.
- **Provider Default:** Provider Default means that the registered provider has failed to provide a course or ceases to provide a course to an international student within the meaning of section 46A of the ESOS Act, either of the following occurs:
  i. course does not commence on the agreed start date.
  ii. course ceases to be provided at any time after it starts but before it is completed.
  iii. student has not withdrawn before the default day.
  iv. course is not provided in full to the student because a sanction has been imposed on the provider.
- **Student Default:** Student Default means that an international student does not start a course or withdraw from a course as defined in section 47A (2) of the ESOS Act. A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because of Provider Default. It occurs when RTO refuses to provide or continue providing, the course to the student because of one or more of the following events:
  i. 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);
  ii. the student withdraws from the course (either before or after the agreed start date);
  iii. the student failed to pay the fee directly or indirectly to Campbell Institute for the course.
  iv. the student breached a condition of his or her student visa; or
  v. student's misbehavior/misconduct

4. RESPONSIBILITY

All parties involved in a refund process have the responsibility to ensure they abide by the following:

Students and Third-Party:

- Be familiar with the refund policy and procedure.
- Provide the refund request in writing by filling in the refund form.
- Provide supporting documentation translated into English by a recognised authority, e.g. National Accreditation Authority for Translators and Interpreters (NAATI).
- Provide accurate account details.

Account Officer:

- Support students by explaining the refund process and providing the refund form.
- To collate completed Refund Forms submitted by the students in person to Campbell Institute front reception desk to Campbell Institute or by email at accounts@campbellinstitute.edu.au.
- To liaise with the Account Manager upon the submission of Refund Forms completed by the student.

Campus Manager:

- Ensure that this policy is communicated and adhered to.

Account Manager:

- Receive and consider student refund requests based on information provided in the Refund Form.
- Liaise with the Chief Executive Officer where students may be eligible for a refund as per the conditions of this policy.
- Responsible for the verification of the refund process and amount.
- Communicate with students or a third-party regarding outcomes of fee refund decisions.

Chief Executive Officer:

- Approve the final refund.

5. POLICY

5.1 Campbell Institute will comply with relevant legislation provisions while considering a request for a refund of tuition fees.

5.2 All refund information is made available to potential students through the enrolment process. It is also included in the Letter of Offer and Student Agreement which the student acknowledges by signing the student enrolment form/acceptance letter.

5.3 Material fees (also non-tuition fees) and other administrative charges are not eligible for a refund as they are supplied to and/or used by the student.

5.4 Any commission paid to an agent in relation to the student's recruitment shall be deducted from the refund amount.

5.5 Campbell Institute will not provide a refund if misleading or fraudulent information or documentation is provided by the student.

5.6 Campbell Institute reserves the right to amend refund terms and conditions at any time to ensure compliance with applicable State and Federal legislation.

5.7 Campbell Institute does not use direct approach marketing or tele-sales and therefore no cooling-off period applies to its courses.

5.8 Campbell Institute reserves the right to withhold granting of the Certificate, Statement of Attainment, or letters to the student, if the student has any outstanding fees.

5.9 Campbell Institute will advise the Department of Education and Training via PRISMS, details of the student who has not commenced studies within a period of 31 days.

5.10 No request for a refund will be accepted 12 months after the payment was received by Campbell Institute.

5.11 In the unlikely event that Campbell Institute is unable to deliver the course in full, the student will be offered a refund of the unspent tuition fee paid to date. The refund will be paid within 14 days, from the date of default. Alternatively, students may be offered enrolment in an alternative course at no extra cost. Students have the right to choose whether they would prefer a refund of course fees, or to accept the offer of another course. If a student chooses the offer to enrol in another course, the Campbell Institute will require a student to sign a document to indicate that the student have accepted the offer.

6. FEES

6.1 Pre-Paid Fees Account

6.1.1 Campbell Institute protects the fees that are paid in advance.

6.1.2 Campbell Institute does not require international students to pay more than 50% of course fees prior to course commencement. However, Campbell Institute provides students with the opportunity to pay more than 50% of their tuition fees prior to course commencement if they wish. Where a student chooses not to pay more than 50% upfront, the remaining amount will be collected according to an agreed payment schedule stipulated in the offer letter. Note, however, that where a course duration is less than 25 weeks, Campbell Institute will require students to pay the full cost of the course prior to course commencement.

6.1.3 Campbell Institute maintains an account:

i. With an Australian Bank;
ii. Ensuring at all times sufficient amounts are available in the account to repay all tuition fees of non-commenced students;
iii. That is not available for the payment of other debts.

6.2 General Fees

6.2.1 General Fees may include tuition fees, non-refundable enrolment fees, materials fees, books fees, and any other charges such as re-issuance of qualification certificates/statements of attainment;

6.2.2 All potential students are provided with general fee information on course information, and itemised fee information on Letters of Offer, prior to the student signing the Acceptance of Offer and enrolling.

6.2.3 The Letter of Offer and Written Agreement also clearly outline all fees payable, as well as a payment schedule. Payments are usually made in instalments and are set out clearly in the Letter of Offer and Written Agreement.

6.2.4 Tuition fee is the fees directly related to the provision of a course and do not include the Overseas Student Health Cover (OSHC), application fee, materials fee required to undertake the program or compulsory activities where relevant (such as fieldwork);

6.2.5 Non-tuition fees are fees that are not directly associated with any particular course and cover all instances in which additional fees may be charged. Non-tuition fees include:

a. Application Fee,
b. Material Fee covering the material, resources, and equipment.
c. Additional fees that apply for re-assessment, where a student fails to achieve a satisfactory outcome after two attempts at an assessment task.
d. Re-issuance or additional copies of certification documents.
e. Fees for deferral of study, late payment of tuition fees, or other circumstances in which additional fees may apply. Current non-tuition fees are outlined in the Letter of Offer and International Student Handbook.

6.3 Tuition Protection Service (TPS) Framework

6.3.1 Campbell Institute pays into the Tuition Protection Service (TPS) provided by the Australian Government.

6.3.2 Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with the ESOS requirements and the Tuition Protection Service Framework.

6.3.3 In the unlikely event that the Campbell Institute is unable to deliver the student's course in full, the student will be offered a refund of the pre-paid tuition fee the student has not utilised less the $500 Application Fee. The refund will be paid to the student within 14 days of the day on which the course ceased being provided. Alternatively, the student may be offered enrolment in an alternative course by the Institute at no extra cost to the student. The student has the right to choose whether the student would prefer a refund of the pre-paid tuition fee that has not been utilised or to accept a place in another course at the Institute. If the student chooses an offer in another course at Campbell Institute, the student will be required to acknowledge acceptance by signing a course change documentation.

6.3.4 If the Institute is unable to provide a refund or place the student in an alternative course, the Tuition Protection Service will assist the student in finding an alternative course or getting a refund of the student's unspent tuition fees if a suitable alternative is not found.

7. PAYMENTS

7.1 Payments can be accepted by bank transfer at Campbell Institute Head Office, as per the details shown in the Letter of Offer and Written Agreement.

7.2 Students who are experiencing difficulty in paying their fees are invited to call Campbell Institute to make alternative arrangements for payment during their period of difficulty.

7.3 Debts may be referred to a debt collection agency where fees are past due.

7.4 Campbell Institute 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 suspended from their course if payments have not been received within 28 working days from the due date as set out in the offer letter, and no alternative arrangements for payment have been made.

7.5 International students who do not pay their fees will receive two warnings regarding non-payment of fees and thereafter will be reported to the Department of Education via PRISMS under student default.

7.6 Receipts of payments will be kept for at least 2 years after the person ceases to be an accepted student.

8. REFUND PROCEDURE

8.1 Students seeking a refund must submit a Refund Form along with supporting documents or evidence if required to accounts@campbellinstitute.edu.au.

8.2 The accounts officer will check the refund form and the supporting documents submitted. If the refund form is incomplete, the accounts officer will follow up with the student requesting the missing details. The accounts officer will assess the completed refund request and liaise with the account manager to initiate the refund process.

8.3 The Account Manager will verify the refund form and will check the eligibility of the student for a refund, in line with the Campbell Institute's current refund policy and procedure.

8.4 The outcome of the refund assessment will be provided in writing to the student within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note.

8.5 If the student is eligible for any fees refundable, the amount will be refunded only into the nominated bank account of the student or the person who initially made the payment of course fees during the student's enrolment process.

8.6 If students are not eligible for any refunds, Campbell Institute will notify them about ineligibility for the refund.

8.7 The Account Manager or delegate will record and finalise the student default on Campbell Institute student management system. For student default in relation to a student's visa being refused, the refund will be processed within 14 days from the default date to finalise the student default obligations. Once the refund is processed, the Account Manager or delegate is required to update the student's record on PRISMS for each course level. Campbell Institiute may take up to 10 business days to report the outcome of the student default via PRISMS.

8.8 Refunds will only be in Australian dollars. All bank charges incurred by Campbell Institute in issuing a refund will be met by the student.

9. FEE REFUND TABLE

A non-refundable administration fee of $250.	
Application Fee $500	Non-refundable
Material fees after course commencement	Non-refundable
Visa refused prior to course commencement (evidence required)[1]	Full refund
Withdrawal at least 10 weeks prior to the agreed starting date as per CoE	Full refund
Withdrawal at least 4 weeks prior to the agreed starting date as per CoE	50% refund
Withdrawal less than 4 weeks prior to the agreed starting date as per CoE	25% refund
Withdrawal after the agreed starting date as per CoE	No refund
Visa cancelled due to actions of the students[2]	No refund
Course withdrawn by Campbell Institute (provider default) before course commencement	Full refund
Course withdrawn by Campbell Institute (provider default) after course commencement[3]	As per refund calculation Annex-1
Student visa refused after course commencement or change of student visa subclass to a different type of substantive visa after course commencement or change to a Bridging Visa with study restrictions[4]	As per refund calculation Annex-1
Student/s who wish to withdraw from their current course at Campbell Institute (This section is not applicable for a student visa subclass to a different type of substantive visa after course commencement or change to a Bridging Visa with study restrictions)[5]	No refund. As per refund calculation Annex-1
Student is unable to start the course on serious medical grounds and evidence is provided from a registered doctor at least 2 weeks prior to the agreed start date	Partial / Full refund following review
Student fails to achieve an acceptable English Language Proficiency (required for commencing the Vocational Course/s the student is enrolled in) as required by Campbell Institute	Full refund

10. APPEALS

Students who are not satisfied with the outcome according to this policy can appeal against the decision by accessing the Complaints and Appeals Policy and Procedure.

11. REVIEW AND IMPROVEMENT

The data trend will be reviewed on a yearly basis by the Compliance Team to identify and implement improvements as part of the Continuous Improvement processes as required.

12. ASSOCIATED POLICIES AND PROCEDURES

- International Student Handbook
- Campbell Institute website information
- Letter of Offer and Student Agreement
- Refund Application Form
- Complaints and Appeals Policy and Procedure

Annex1 - Refund Calculation

[1]**Visa Refused prior to course commencement:** Maximum total course fee deductible will be $750 (Application Fee: $500 + Administration Fee: $250)

[2]**Visa Cancelled due to actions of the student:**

- A Student whose visa is cancelled by DHA during an enrolment period while in Australia for any reason (other than issuance of a Protection Visa) shall not be eligible for a refund;
- A student who supplies incorrect or fraudulent information or document to obtain a place at Campbell Institute, shall not be eligible for a refund.

[3]**Provider default after course commencement:**

Calculation under section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:

1. Weekly tuition fee	=	[Total tuition fee for the course/number of calendar days in the course] × 7, rounded up to the nearest whole dollar.
2. Weeks in default period	=	[number of calendar days from the default day to the end of the period to which the payment relates] divided by 7.
3. Refund amount	=	[weekly tuition fee]× [weeks in default period].

4. If it is identified, as per the calculation in this section, that students have paid less fees than the required amount for that period of enrolment, then students are liable to pay for the difference amount calculated as follows:

Refund amount = [Weekly tuition fee] × [weeks in default period].

[4]**Student Visa Refused after course commencement**

This would apply where a student whose visa has been refused has withdrawn from the course after it commenced, or has failed to pay an amount he or she was liable to pay the provider in order to undertake the course.

This section also applies to a change of student visa subclass to a different type of substantive visa or change to a Bridging Visa with study restrictions after course commencement:

1. Weekly tuition fee	=	[Total tuition fee for the course] divided by [number of calendar days in the course] × 7, rounded up to the nearest whole dollar.
2. Weeks in default period	=	[number of calendar days from the default day to the end of the period to which the payment relates] divided by 7

3. Refund amount = [weekly tuition fee] × [weeks in default period].
4. If it is identified, as per the calculation in this section, that students have paid less fees than the required amount for that period of enrolment, then students are liable to pay for the difference amount calculated as follows:

   Refund amount = [Weekly tuition fee] × [weeks in default period].

[5]**Student/s who wish to withdraw from their current course at Campbell Institute:** *This section is not applicable for a student visa subclass to a different type of substantive visa after course commencement or change to a Bridging Visa with study restrictions.*

If a student wishes to withdraw for any reason/s, not limited to the list below, the student is liable to pay all the outlined course fees* for the course the student is currently enrolled in.

- Change in student's work hours
- Inconvenience of travel to class
- Moving interstate or overseas
- Job change or retrenchment
- Students who leave before completing the course and/or qualification
- Change of mind

**Course fees = tuition fees for a particular course + all non-tuition fees for a particular course*

DOCUMENT CONTROL

Version Number	Date	Document Name:	Description of changes	Approved By	Date of next review
1.0	01.02.2022	Fees and Refunds Policy Procedure V1.0	• Released for comments	Harpreet Singh (CEO)	01.06.2023
1.1	01.04.2024	Campbell Institute- Fees and Refund Policy and Procedure V1.1	• Reviewed the process and overall content, editing and formatting • Updated Campus Details and Addresses • Student Refund Table amended • Updated policy and procedures in line with Education Services for Overseas Students (Calculation of Refund) Specification 2014	Harpreet Singh (CEO)	01.04.2025
1.2	18.09.2026	Campbell Institute- Fees and Refund Policy and Procedure V1.2 September 2026	• Updated date, address, Dates, Versions	Harpreet Singh (CEO)	17.09.2027