Fee Payment and Refund Policy

1. Purpose

The purpose of this policy is to provide information in relation to Fee payment & refund of course money to students in accordance with the requirements of 'Standard 3' of the National Code 2018 and the Standard for RTOs 2025.

This fee payment & refund policy is consistent with the requirements of ESOS Act, policy in relation to refunds of tuition fees and non-tuition fees in the case of student default and Provider default, i.e., institute's default. The policy provides students with information on the amounts that may or may not be repaid to overseas students (including any tuition and non-tuition fees collected by education agents on behalf of Worldwide Skills Development Pty Ltd. This Fee Payment and Refund policy and procedures has been documented to ensure all students are treated fairly and with integrity when applying for refunds.

2. Scope

This policy applies to all students currently studying or formally enrolled at **Worldwide Skills Development Pty Ltd t/a The Future Culinary Academy (herein referred to as "FCA").** Applicants are advised to ensure that they understand the Fee payment and refund policy. Refunds will be available only under certain circumstances, as mentioned in this policy below.

3. Responsibility

The Chief Executive Officer (CEO)/ Academic Coordinator/Student Support Officer will be responsible for the implementation, monitoring, and interpretation of this policy. Future Culinary Academy (FCA) will ensure that learners are aware of their rights to obtain a refund for the services not provided by the institute in the event the:

- Arrangement is terminated early; or
- Future Culinary Academy fails to provide agreed services.

4. Definitions

Tuition Fee: Tuition Fee is a compulsory academic fee payable by students for courses offered by the institute. It does not include course material fees and other applicable fees or costs.
Tuition Protection Service (TPS): Tuition Protection Service is a protection scheme for international students whose provider cannot fully deliver a course for which the student has paid. The TPS ensures that international students can either:

a. complete their studies in another course or with another education provider, or
b. receives a refund of their unspent tuition fees.

Agreed Start Date/Course Commencement: Agreed Start Date (Course Commencement) means the day on which the course was scheduled to start as per the student's Confirmation of Enrolment (CoE), or a later date agreed between the student and the RTO (i.e., Future Culinary Academy in this case) for the start of the course.
Course Material Fee: A fee charged for the cost of providing course materials for theory and practical study, handouts, or printed reading materials (if any), student guides and resource materials that are retained by the student as his/her personal property.
Application Fee: Application fee is a one-time fee payable at the admission to cover administration costs associated with enrolment and it is a non-refundable fee in the event of withdrawal. **Conditions apply. Refer to this refund for more details. **
Term: A term at FCA refers to a study period that may vary depending upon the qualification undertaken.
Withdrawal from the Course: Withdrawal refers to a student's deferral, suspension, or cancellation of enrolment in courses offered by the institute.
DHA: Department of Home Affairs
Provider Default: Provider default means when a provider fails to start or finish providing a course to a student at the location on the agreed starting day,

Student Default: This means when a student fails to start or finish a course with a provider, withdraws from the course, or when the provider refuses to provide, or continue providing, the course to the student due to:

- failure to pay an amount that he/she is liable to pay to the provider,

- Student breached a condition of his/her student visa, or misbehaviour by the student.

5. Requests for Refund of Tuition Fees.

A student who wishes to apply for a refund of tuition fees in accordance with this Fee Payment and Refund Policy should do so by completing a Refund Application form (Appendix 1) available at FCA reception or on the Future Culinary Academy's website at www.thefca.edu.au and submit it with other supporting documents to:

Academic Coordinator/Student Support Officer
Worldwide Skills Development Pty Ltd t/a The Future Culinary Academy
Level 5, 420 St. Kilda Road, VIC 3004
Or
Email us at contact@thefca.edu.au

6. Policy

It is important that learners are aware of the institute's Fees Payment Policy and the Fees Refund Policy before they sign the agreement.

I. Payment of Tuition Fees

a. The initial tuition fee, application fee and material fee as stated in the offer letter must be paid in advance before the commencement of the course for confirmation of enrolment at the institute.

b. Students are not required to pay more than 50% of the student's total tuition fee for a course before the student begins the course. FCA will not accept more than 50% of the tuition fee upfront unless the course duration is 25 weeks or less.

c. Students are not required to pay more than the initial tuition fee amount as stated in the offer letter (or 50% of the tuition fee) before the start of the course. However, students can choose to pay more than 50% if they wish to do so. Any amount of fees paid before the start of the course will be reflected in the Confirmation of Enrolment (COE).

d. Any remaining tuition fees can be paid through payment plan arrangements. All students are required to understand and sign the fees agreement, which states the next instalment amounts with the due dates. All due dates on the tuition fees will be kept at the standard 15th of every month.

e. Students must pay full tuition fees for each term by the due date or as specified in the payment plan, unless any other payment plan/arrangement is agreed with the institute.

f. Tuition fees will be payable to the Institute by a bank draft or telegraphic transfer (or other approved payment options) in Australian dollars as agreed by the institute.

g. Students must pay their fees directly to Worldwide Skills Development Pty Ltd. Students should not pay the fee to the education agent and/or third party in relation to the application for enrolment.

Reminder letter

In case a student's installment falls on a particular month, a friendly email reminder along with the first warning letter will be issued to the student after 7 working days of the date when the student has missed the payment, i.e., 7 working days after the "due date". Students may also be informed via phone call or post for an initial reminder.

After sending the first warning letter, if the student fails to make the payment again and does not communicate with the accounts department, a second warning letter will be issued to the student after 7 Working days of sending the first warning letter. Students will be provided with 7 more working days to make the payment or to request an extension. Students may call the Future Culinary Academy at 1800 843 322 | +61 3 8658 7474 (Outside Australia) for any further enquiries.

h. If a student fails to make the payment of the outstanding fees even after a final notice and/or email, an "Intention to cancel Enrolment" letter will be sent to the student. Student's enrolment will be cancelled after 20 working days of final notice. The suspension of enrolment will cause the following restrictions to apply:
   i. Loss of access to the institute library service, Learning Management System, classroom, computer system, including internet and others.
   ii. Loss of access to enrolment records, results, and academic certificates.
   iii. Inability to attend any classes where this may result in students having to repeat missed work and/or units.

The student has the right to appeal against the decision from the date of the letter. Refer to the complaints and appeal policy for information available on the Future Culinary Academy's website. If the student decides to appeal against the decision, his/her enrolment will be kept active until both the internal and external appeal process is completed.

i. If students choose not to appeal against the institute's decision and make no further payment or do not contact the institute concerning their debt, their enrolment may be cancelled, and the student will be reported to the Department of Home Affairs for non-payment of fees.

j. If a student decides not to appeal against the decision and agrees to pay the fees, then the student will be required to pay the full dues along with a late fee of $50 per week.

k. An additional fee for re-assessments will be applicable as below:
   Students will be given a total of 3 attempts, including 1 original plus 2 reassessments.
   Cost of reassessment will be as follows:
   - 1st Original submission: Free of cost
   - 2nd Reassessment fee: Free of cost
   - 3rd Reassessment fee: $300

If a student fails in the 3rd reassessment, then students will have to repeat the unit. Repeat unit fee - $300.

l. Students who enrol in additional courses will be required to pay a separate tuition fee as specified for the course.

m. The tuition fee charged to the student will remain the same, provided the student remains enrolled in the same course. If the student transfers the course, the tuition fee for the transferred course will be applied. **Please note**: Fees are subject to change without prior notice. However, fees will remain the same once the student is enrolled on a course. Students are advised to contact student administration for updated fees and charges.

n. If a student's visa status changes (e.g., becomes a temporary or permanent resident), the student will continue to pay full overseas student fees for the duration of the enrolled program.

o. FCA reserves the right to engage any third party to recover any outstanding fees payable to the institute. The cost incurred by the Institute for engaging a third party to recover such outstanding fees will be charged to the student.

p. All refund applications will be submitted to the student administration department and the following procedures will be followed in assessing the application.

q. All 'refunds' will be approved by the Administration Officer and the applications will be processed within 10 working days of the application being placed.

7. Procedures

All students' refunds are conditional on the following:

A. Course Withdrawal

i. Where a written notice of withdrawal is received by the institute **at least 12 full weeks or more before the agreed start date** of the course or term, the institute will refund 100% of the fee received except the application fee.

ii. Where the institute receives a written notice of withdrawal within **6 to 11 full weeks before the agreed start date** of the course or term, the institute will refund 50% of the fee received except the application fee.

iii. Where the institute receives a written notice of withdrawal within **5 full weeks or less before the agreed start date** of the course or term, no refund will be provided.

iv. Where the institute receives a written notice of withdrawal after the start date of the course or term, no refund will be provided.

v. Where the student defaults, including withdrawing from a course, after the course/term start date, the student is liable to pay the full tuition fee and there will be no refund of paid tuition fees.

vi. It should also be noted that if your enrolment falls within no refund timelines before the agreed start date of the course, then there will be no refund.

For example: If a student enrolls in week 5 before the course start date, he/she will not be eligible for a refund as enrolment falls in no refund time of 5 full weeks prior to the agreed start date of the course.

vii. If the refund application is approved, the Refund will be paid within the period of 4 weeks after receiving written notification/claim from the student and relevant forms duly signed by the student.

viii. The institute must have received funds for any refunds to be made available (i.e., cheques are cleared, telegraphic transfers have been received).

B. Student Defaults

An overseas student or intending overseas student defaults, in relation to a course at a location, if the student himself/herself initiates termination of enrolment, like:

a. 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
b. the student withdraws from the course at the location (after the agreed starting day); or
c. the institute 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 institute for the course
   - the student breached a condition of his/her student visa
   - misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A (3))

Note: If students do not commence studies in a course (i.e., the student does not start the course on that day) or when they are due to commence and have not notified the institute in writing then student's enrolment will be cancelled based on non-commencement of studies within 31 days of the course commencement.

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 the provider defaults in relation to the course at the institute.

Future Culinary Academy will pay a refund to the following person:

- the student
- if a person (other than the student) is specified in this written agreement to receive any refund- the specified person.

FCA will pay a refund within the period of 20 working days after receiving a written claim from the student.

C. Visa Refusal

If a student visa application or visa renewal is refused by the Australian Government prior to course commencement, a refund of course fees will be made, and visa refusal refunds will be calculated in accordance with the legislative instrument under subsection 47E (4).

The calculation under subsection 47E (4) is as follows:

The amount of unspent pre-paid fees that the institute must refund the student for the purpose of

Subsection 47E (2) of the Act is the total amount of the pre-paid fees the provider received for the course in respect of the student less the following amount the lesser of:

a. 5% of the total amount of pre-paid fees that the provider received in respect of the student for the course before the default day; or
b. the sum of $500.

Whichever is lesser.

Students must provide the institute with substantiated evidence of their student visa refusal.

If an international student currently in Australia has their student visa application refused by the Department of Home Affairs (DHA) after the commencement of their studies; a refund will be calculated as follows:

The refund amount = weekly tuition fee x the number of weeks in the default period

a. The weekly tuition fee = total tuition fee for the course/number of calendar days in the course x seven (7). This amount is rounded up to the nearest whole dollar.
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 / seven (7).

No refunds will be granted where:
a) An international student currently in Australia has their student visa cancelled by the Department of Home Affairs (DHA) for a breach of visa conditions.

b) The refusal was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the course at the location:
(i) The student's failure to start the course at the location on the agreed starting day.
(ii) The students' withdrawal from the course at that location.
(iii) The student's failure to pay an amount he or she was liable to pay the provider, directly or indirectly, to undertake the course at that location.

As per the ESOS Act 2000 (47D), Refund payments to students following visa refusals will be paid within a 4 weeks' timeframe after receiving a written claim from the student and relevant forms duly signed by the student. Students must provide the institute with substantiated evidence of their student visa refusal.

D. Provider Default

i. In the unlikely event that the institute is unable to start or deliver the course (known as provider default), the student can choose to accept either:
   - A refund of course fees, which will be issued to the student within 14 days. or

- be placed on an alternative course with the institute or another provider. If the student chooses this option, they must sign a new written agreement to indicate they have accepted the placement.

ii. If the student chooses to receive a refund of course fees, the institute will calculate the unspent portion of tuition fees paid to date (i.e., tuition fees the student has paid for, but which has not been delivered by the institute). The refund will be paid within 14 days after the cessation of the course.

iii. If the institute is unable to provide a refund or place the student in an alternative course, the TPS will provide the a student with options for suitable alternative courses (if any such courses are available), or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director.

Refund Process

a. The student must apply for a refund using the Refund Application Form (Appendix 1) along with the evidence and supporting documents. Such documents include:
   - a completed Refund application form provided by the institute,
   - a letter from DHA advising of a rejection of the student visa application or a refusal to extend a student visa,
   - Proof of extenuating circumstances of a compassionate nature.

a. Refunds will be made within 4 weeks of the receipt of the completed refund application form along with full supporting document by the institute.

b. Students can nominate a person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act 2000.

Payment of Refunds

Refunds will be paid in Australian dollars via bank transfer to the bank account number nominated by the student on the refund application form.

Refund to International banks is made in the Australian currency whereby the student will receive a refund amount equivalent to the Australian Dollar exchange rate on the date of transfer.

Note: Timeline for refund

It is to be noted that refunds will be made available to students differently based on the student's default and provider's default.

In case of Student default: A refund will be paid within the period of 4 weeks after receiving written notification/claim from student and relevant forms duly signed by the student.

In case of Provider's default: Refund will be paid within the period of 14 days after cessation of the course.

Please refer to the course refund table below for details:

FUTURE CULINARY ACADEMY COURSE FEE REFUND TABLE			
Refund circumstances	**Refund of Tuition Fees paid**	**Refund of Material Fees**	**Application Fee**
Withdrawal at least **12** full weeks or more prior to the agreed start date.	100%	100%	No refund
Withdrawal between **6** to **11** full weeks prior to the agreed Start Date.	50%	100%	No refund
Withdrawal in **5** full weeks or less prior to the agreed Start date.	No refund	No refund	No refund

Withdrawal after course start date	No refund	No refund	No refund
Course withdrawn by the institute	100%		
Application rejected by the institute	100%	100%	No Refund
The course is not provided fully to the student because the institute has a sanction imposed by a government regulator.	Refund of unused portion of tuition fees for future terms	No refund	No refund
Visa refused prior to course commencement	Total amount of the pre-paid fees received by FCA for the course in respect of the student course less the following amount: (a) 5% of the total amount of pre-paid fees that the institute received in respect of the student for the course before the default day; or (b) a maximum sum of $500 whichever is lesser		
Visa is refused after commencement of studies due to not meeting visa requirements	The refund amount = weekly tuition fee x the number of weeks in the default period a. 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. 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	No refund	No refund
RPL fee	No refund if' Statement of Attainment 'is provided	No refund	No refund
Withdraws from the course without notification or breaches their Visa conditions	No refund	No refund	No refund
Visa cancelled due to actions of the student	No refund	No refund	No refund
Student abandons the course	No refund	No refund	No refund
The institute cancels an enrolment due to serious student misconduct	No refund	No refund	No refund
Note: If a student's enrolment falls within no refund timelines before the agreed start date of the course and the student decides to withdraw from the course, then there will be no refund. For example: If a student enrolls in week 5 before the course start date, he/she will not be eligible for a refund if the student withdraws from the course as enrolment falls in no refund time of 5 weeks prior to the agreed start date of the course.			

Student's Rights to Appeal

a. Any student who is refused a refund by the institute may appeal within 14 days in writing to the Complaints and Appeals Officer and follow the complaints and appeal process of FCA.

b. The institute's appeal process does not restrict the student's right to pursue other legal avenues.

The written agreement and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to act under the Australian Consumer Law if the Australian Consumer Law applies.

Appendix 1
Refund Application Form

Student's Personal details:			
Full Name			
Student ID:			
Course Code and Name			
Start date of study		**End date of study**	
Address:			
Phone no:		**Mobile**	
Email:			

Please tick the reason for the request below:

I wish to apply for a refund for my tuition fees paid for the course described above.

☐ Work Commitments ☐ Financial Circumstances

☐ Medical Grounds ☐ Insufficient study resources and facilities

☐ Staff quality inadequate ☐ Transferred to another course within FCA

☐ Transferred to another provider (provide admission documents) ☐ Medical reasons

☐ Visa Cancellation

☐ Others; Please Specify _____

(Note: No withdrawal will be approved unless all outstanding fees are paid.)

International students must state the reason for withdrawing from a course at FCA. Future Culinary Academy is obliged to report the withdrawal and the reason to the DHA (Department of Home Affairs). All supporting documents should be attached to this form. Please refer to the Refund Policy for any applicable refunds.

Additional Comments (If any):

_____

_____

_____

_____

FUTURE CULINARY ACADEMY COURSE FEE REFUND TABLE				
Please	**Refund circumstances**	**Refund of Tuition Fees paid**	**Refund of Material Fees**	**Application Fee**

Tick				
☐	Withdrawal at least **12** full weeks prior to the agreed start date.	100%	100%	No refund
☐	Withdrawal between **6** to **11** full weeks prior to the agreed Start Date.	50%	100%	No refund
☐	Withdrawal in **5** full weeks or less prior to the agreed Start date.	No refund	No refund	No refund
☐	Withdrawal after the course start date	No refund	No refund	No refund
☐	Course withdrawn by the institute	100%		
☐	Application rejected by the institute	100%	100%	No Refund
☐	The course is not provided fully to the student because the institute has a sanction imposed by a government regulator.	Refund of unused portion of tuition fees for future terms	No refund	No refund
☐	Visa refused prior to course commencement	Total amount of the pre-paid fees received by FCA for the course in respect of the student course is less than the following amount. (a) 5% of the total amount of pre-paid fees that the institute received in respect of the student for the course before the default day; or (b) a maximum sum of $500 whichever is lesser		
☐	Visa is refused after commencement of studies due to not meeting visa requirements	The refund amount = weekly tuition fee x the number of weeks in the default period a. 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. 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	No Refund	No refund
☐	RPL fee	No refund if' Statement of Attainment 'is provided	No refund	No refund
☐	Visa refused due to submission of fraudulent documents by or on behalf of the student	No refund	No refund	No refund
☐	Withdraws from the course without notification or breaches their Visa conditions	No refund	No refund	No refund
☐	Visa cancelled due to actions of the student	No refund	No refund	No refund

☐	Student abandons the course	No refund	No refund	No refund
☐	The institute cancels an enrolment due to serious student misconduct	No refund	No refund	No refund
Note: If your enrolment falls within no refund timelines before the agreed start date of the course and you decide to withdraw from the course, then there will be no refund. For example: If a student enrols in week 5 before the course start date, he/she will not be eligible for a refund if the student withdraws from the course as enrolment falls in no refund time of 5 weeks prior to the agreed start date of the course.				

Please approach the administration department for approval of this application prior to final submission.

Students can specify person(s), other than themselves, who can receive a refund in respect of the overseas student identified in the written agreement;	
Full name of the person authorised to receive a refund on behalf of you	
Relationship with the student	
Address and contact details of the authorised person	

Student Declaration

☐ I have read and understood the policies and procedures for refunds at FCA.

☐ I am aware of the terms and conditions applied with the amount of refund received by me as mentioned in the FCA Fee Payment and Refund Policy.

☐ I have been informed and understand that withdrawing from this course might affect my Visa status. I have been informed to contact DHA for any visa-related queries.

Student's Signature		***Date***	

FOR OFFICE USE ONLY

	Signature	**Date**
Request received.		
Refund Application Processed by:		
Academic Coordinator/Student Support Officer approval		
Decision Granted ☐ Yes ☐ No	Agent	

Entered PRISMS (If yes)		
Entered Student Management System (If yes)		