



Purpose

The purpose of this policy and procedure is to ensure the obligations and rights of both Veritas Institute Australia and the student are clearly set out, including the course money payable and services that Veritas Institute Australia is obliged to provide to students.

It outlines Veritas Institute Australia's approach to managing fees and charges and to demonstrate how fees paid in advance are protected by Veritas Institute Australia.

This policy and procedure ensures Veritas Institute Australia complies with Clauses 5.1- 5.3, 7.3 and Schedule 6 of the Standards for RTO's 2015 Chapter 2 Enrolment, as well as National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 Standards 2 and 3.

Definitions

ASQA means Australian Skills Quality Authority, the national VET regulator and Veritas Institute Australia's registering body

DET means Department of Education and Training

Department of Home Affairs is a central policy agency, providing coordinated strategy and policy leadership for Australia's national and transport security, federal law enforcement, criminal justice, cyber security, border, immigration, multicultural affairs, emergency management and trade related functions.

ESOS Act means Education Services for Overseas Students Act 2000

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

PRISMS means Provider Registration and International Students Management System

Provider default means where 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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Standards means the Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework

Tuition fees - Tuition fees are defined in section 7 of the ESOS Act. They are fees received by a provider (from or on behalf of an overseas student or intending overseas student) that are "directly related to the provision of a course that the provider is providing, or offering to provide, to the student".

Tuition fees are typically compulsory fees for the delivery of the enrolled course and include items such as:

- tutorials and tutoring sessions
- lectures
- additional requisite training including practicum and practice hours
- ancillary costs for fieldwork, excursions or laboratories
- specialist materials that are mandatory and relate to the provision of the course.

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

TPS means the Tuition Protection Service



POLICY

1. Protection of fees paid in advance

Veritas Institute Australia protects the fees that are paid in advance by international students. For international student fee protection is ensured as follows:

- Veritas Institute Australia pays all pre-paid fees collected by the student in advance into Tuition Protection Scheme (TPS) provided by the Australian Government
- Where Veritas Institute Australia requires a prospective or current student, either directly to Veritas Institute Australia or through an Education Agent, to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), Veritas Institute Australia will meet the requirements set out in the Requirements for Fee Protection in Schedule 6 of the Standards for Registered Training Organisations 2015. Veritas Institute Australia will take action to protect the prepaid fees by utilising its Tuition Protection Scheme as its protection measures for these students. The requirements for protection of prepaid fees will apply no matter how the fees are collected.
- Any fees collected by a third party on behalf of Veritas Institute Australia (including its Education agent) they will be subject to the same conditions. These requirements will apply to fees prepaid by students, regardless of when Veritas Institute Australia actually receives the payment.
- Regardless of the method/s used for protection of learner prepaid fees, Veritas Institute Australia will retain evidence of how learners have been advised of:
 - all payment terms
 - the circumstances under which refunds may be issued
- All course fees will be held in a separate bank account that can only be drawn down when the student commences. The course fees are held separately from the day-to-day operating expense accounts, so that if a refund is payable before the student commences, the refund can be made in according to the refund policy and procedure and in a timely way without impact on the financial operations of the business or recourse to the tuition protection system.
- Veritas Institute Australia does not require international students to pay more than 50% of course fees prior to course commencement. Students and their sponsors can however choose to pay more than 50% of tuition fees up front if they wish to do so. Note, however, that where a course is less than 24 weeks and is delivered over more than one study period Veritas Institute Australia will require students to pay the full cost of the course prior to course commencement.
- Veritas Institute Australia will show evidence that students have exercised their choice in how much of their tuition fees are paid up front if they choose to pay more than 50% of the course fees. This is evidenced by Veritas Institute Australia through the student acceptance on the Enrolment application form and Student Agreement.
- Veritas Institute Australia will offer a flexible payment plan for the student where the student wishes to choose when to start paying their remaining fees.
- To collect your payment plan please visit our Accounting team at Head Office from Monday to Friday to confirm your acceptance.



FEES INFORMATION

Prospective and current students are advised of the fees associated with a course on the relevant Course Outline and on the Student Agreement. In compliance with Clause 5.3 of the Standards and National Code 2018 Standard 2, this is always provided prior to enrolment or commencement of training, whichever is first.

Where Veritas Institute Australia collects fees from a student, either directly or through its Education Agent, Veritas Institute Australia will provide or direct the student to information prior to enrolment specifying:

- all relevant fee information including fees that must be paid to Veritas Institute Australia describing all costs involved with the course; how and when fees must be paid; how to request a refund; conditions under which a refund would be provided; payment terms and conditions including deposits and refunds; Details of the potential for fees to change during the student's course as relevant
- student's rights as a consumer under Australian Consumer Law (ACL), including a two-week cooling-off period
- student's right to obtain a refund for services not provided by Veritas Institute Australia in the event the:
 - arrangement is terminated early, or
 - Veritas Institute Australia fails to provide the agreed services.
- Veritas Institute Australia will also notify students when there is a change in ownership of Veritas Institute Australia

Refund information is outlined in the Student Agreement and in the Student Handbook. Fees will only be collected once a signed copy of the signed Student Agreement is received by Veritas Institute Australia. Veritas Institute Australia will provide the following information about all fees and charges to the student prior to and after enrolment through the following documents:

- Veritas Institute Australia's Website
- Enrolment Application form
- Brochure
- Letter of offer
- Student Agreement
- Student Handbook
- Prospectus

The provision of this information will occur regardless of the manner in which the student has been engaged, and whether the student was initially engaged by Veritas Institute Australia or by its Education Agent.

Veritas Institute Australia will not issue a Testamur/Record of Results, or Statement of Attainment for a qualification prior to a student paying any outstanding course fees.



INCLUSIONS IN COURSE FEES

Please be advised that an enrolment fees of \$300 is applicable for every new application. This fee is non-refundable. If a student is enrolling in a package of courses at Veritas Institute Australia, they would be charged the enrolment fees once for that application.

Unless otherwise specified, course fees include all the training and assessment required for students to achieve the qualification or course in which they are enrolling. Course fees will clearly itemise tuition, as well as non-tuition fees.

- Course fees do not include required text books and learning materials. These are at an additional cost. Textbooks can either be purchased from Veritas Institute Australia or external textbook providers.
- Any optional textbooks and materials that may be recommended but not required for a course, are not included in course fees and will be an additional cost should the student wish to purchase such materials. If textbooks are lost and need to be replaced, the student will be required to cover the cost of the replacement materials.
- Course fees include the issuance of a testamur and record of results and/or statement of attainment. For additional copies or re-issuing of any of these documents an additional fee is applicable. This fee is currently \$75 per page.
- Course fees do not include Overseas Student Health Cover or optional extras such as airport pick ups. These fees are at an additional cost as outlined in the Student Handbook International).

Exceptions: the following students do not need an OSHC if they are:

- a Norwegian student covered by the Norwegian National Insurance Scheme
- a Swedish student covered by the National Board of Student Aid or by Kammarkollegiet
- a Belgian student covered under the Reciprocal Health Care Agreement with Australia.



1. Written Agreement

1.1 Veritas Institute Australia will enter into a signed Letter of Offer and Student Agreement with the student prior to enrolling and accepting money from the student.

1.2 Enrolment Agreement, hereinafter referred to as the Student Agreement, lists the following items in accordance with Standard 3 of the National Code 2018:

- Identifies the course/s in which the student is enrolled
- Conditions of Enrolment, if any
- Provides an itemised list of course money payable by the student
- Provides information in relation to refund of course money
- Sets out the circumstances in which personal details regarding the student can be disclosed
- Advises the student of his/her obligations to notify Veritas Institute Australia of a change of address and contact details

1.3 The Student Agreement also includes information in relation to refund of course money in the event of student or Veritas Institute Australia's default.

2. Fees Payment

2.1 By accepting an offer and entering into a Student Agreement, an intending student is entering into a contract to pay course fees by the due date.

2.2 Fees and charges must be paid prior to the course commencement. For prospective students, this includes the Course Fee, Application Fee and OSHC Fee or any non-tuition fees as stated in the agreement.

2.3 The published fee at the time of enrolment will remain the same until completion of that course.

2.4 Any variation to this enrolment, including enrolment into a new course, may incur fee increases. In this instance, the course fee applicable at the time of new course enrolment will remain the same.

2.5 Additional fees are payable if the student is repeating a "NYC" unit of study. In case a learner has failed to attend or has been marked Not Yet Satisfactory in a practical Kitchen unit, additional reassessment fee \$250 per practical kitchen class is payable by the student before attending the reassessment class. Please refer to the Assessment Policy & Procedure.

2.6 Each course at Veritas Institute Australia has itemised vocational material costs advertised in the International Student Brochure, Student Handbook, Prospectus and Veritas Institute Australia's website. These fees may be subject to change.

2.7 It is the condition of your enrolment that you must bring a computer or smart device to access and participate in classroom and digital platforms to gain access to any digital material that your instructor will provide as per the class training and assessment.

2.8 Up-to-date fees and charges information is available to students through the International Student Handbook, Prospectus, marketing Flyers, email communication, Veritas Institute Australia's website or noticeboards.



3. Payment of Deposit

All students must pay the deposit and any associated non-tuition fees as specified in their Letter of Offer and Student Agreement. Once the money is cleared into our bank account, an eCoE will be issued.

4. Payment Schedule

4.1 Course fees for continuing students are to be due prior to the commencement of each term or when an invoice is sent by the Accounts Department.

4.2 Notifications of due dates will be sent to the student's correspondence address (by email, text or post), prior to the term commencement. It is student's responsibility to provide Veritas Institute Australia with their current contact details, pursuant to obligations under his/her visa condition. If possible, notification will be given to student in person and a confirmation from student will be placed on student admin file. If student does not make the payment before or on due date and Veritas Institute Australia has not approved any extension there will be a late fee of \$50 per week. If you do not pay your fees, Veritas Institute Australia will issue an Intention to Report to the Department of Home Affairs via PRISMS leading to cancellation of all your eCoEs.

5. Tuition Fees Instalment Plan Contract

5.1 Veritas Institute Australia recognises that students may experience difficulties in paying full fees by the due date. Veritas Institute Australia offers a Tuition Fees Instalment Plan Contract which is available on your Student Agreement

5.2 This fee is payable in instalments as per the signed written Plan;

5.3 Students applying for this Plan are bound by its terms and conditions.

5.4 Students must apply in writing no later than the due date for the start of term and provide documentation as evidence of financial hardship. Applications received after the due date will not be considered.

5.5 Applications are reviewed on an individual basis.

5.6 Payment Plans cannot be applied retrospectively.

If you fail to make payment by the due date, we may charge late fee of \$50 per week.

If you do not pay your fees, Veritas Institute Australia will issue an Intention to Report to the Department of Home Affairs via PRISMS leading to cancellation of all your eCoEs.

6. Penalties for Non-Payment of Overdue Fees

1. If you are not subject to a Payment Schedule, your course fees are due upfront on or before the course commencement date.

2. If you are subject to a Payment Schedule, instalment payments are due on the dates outlined in the Payment Schedule as per student written signed Plan. Payments are due prior to the commencement of each term or study period as outlined in your International Student Agreement or Customised Payment Plan.



3. We will generally provide you with notifications of due dates to your correspondence address or email, prior to the term commencement. It is your responsibility to provide Veritas Institute Australia with your current contact details, pursuant to obligations under your visa conditions. Notifications may also be given to you in person and a confirmation from you will be placed on your student file.

4. Notwithstanding clause above, Veritas Institute Australia is not liable for failure to notify you of a due date and it is your responsibility to keep a record of the Payment Schedule and adhere to the instalments amounts and due dates. It is your responsibility to keep all receipts and/or record receipt numbers for all transactions.

5. If you fail to make payment by the due date, we may charge late fee of \$50 per week. If you do not pay your fees, Veritas Institute Australia will issue an Intention to Report to the Department of Home Affairs via PRISMS leading to cancellation of all your eCoEs.

6. The process that we follow is as follows:

First reminder / Warning Letter 1	If the student's tuition fee is outstanding after the due date or any date mentioned in the invoice, a reminder notice and/or email will be issued on or after two weeks of the original invoice due date.
Second Reminder Warning Letter 2	If the student fails to make the required payment after first reminder, a second reminder notice will be sent on or after 21 days of the original invoice due date.
Third Reminder / Intention to Report	If the student fails to make the required payment after the second reminder notice, an Intention to Report for Non-Payment of Fee notice will be sent on or after 30 days of original invoice due date.

In principle of fairness, Veritas Institute Australia will provide 20 days to appeal against "Intention to Report Notice for Non-Payment of Fee" notice. If the student fails to appeal within 20 days, Student enrolment will be cancelled for Non-Payment of Fee after appeal period ends and the student will be reported to the DHA for Non-Payment of Fees.

7. At the absolute discretion of Veritas Institute Australia, failure to make payment by the due date may result in:

- loss of access to enrolment records, examination results and academic transcripts.
- inability to attend classes or submit assessments.
- the inability to graduate until the outstanding debt is cleared.
- cancellation of enrolment; and/or
- if you are subject to a Payment Schedule, cancellation of the Payment Schedule such that you will be required to pay the whole course outstanding balance.

8. You are liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by us for enforcement of obligations and recovery of monies due from you to us.

9. All sums outstanding become immediately due and payable by you to us if you make default in paying any sums due in accordance with clause 5, you become bankrupt or commit any act of bankruptcy, or have judgment entered against you in any court, notwithstanding the provisions of any other clause in these Terms.

10. If we are required to take further legal action or refer your file to a debt collection agency, we may issue you with a 'Notification of Intention to Report' indicating our intention to report you to the secretary of the Australian



Government Department of Education for non-payment of tuition fees. You will have 20 working days to make an appeal for more information please refer to the "Complaint & Appeal Policy & Procedures".

11. If your enrolment has been cancelled due to failure to make payment of fees to Veritas Institute Australia, you will have to re-enrol in your course if you wish to resume study, provided that you have paid the total outstanding fee in full.

Deferment

- If you wish to defer your course, you will need to complete and lodge an 'Deferment, Suspension or Cancellation of Enrolment' available at Reception or on our website.
- Once Veritas Institute Australia receives your application to defer your course, we may grant or refuse your application at our absolute discretion.
- If we grant you a deferment of your course and you are subject to a Payment Schedule, you still need to pay your monthly agreed tuition fee for the duration of the deferment.

7. Extension of Payment

7.1 If there are special or extenuating circumstances that prevent you from making payment by the due date, you may request an extension for payment of your fees in writing to the Finance Manager at info@veritas.edu.au. Veritas Institute Australia may reject or approve your request for an extension of time for payment at its absolute discretion. If an extension of time is granted, the due date for payment becomes the extended date.

7.2 This application or request must be accompanied by certified documents as evidence of financial hardship pursuant to the Compassionate and Compelling Circumstances. Request to extension after the due date will not be considered.

8. Fee Variations

8.1 Changes to tuition fees may be incurred through:

- Transfer from one course to another

9. Course Enrolment Variations

9.1 All fees are due and payable to Veritas Institute Australia in the event a student abandons the course

9.2 Fees will not be transferred to another education institution

9.3 In the event a commencing or continuing student does not arrive in time to commence classes, Veritas Institute Australia may, in its absolute discretion, not permit the student to commence studies and defer or cancel the student's enrolment. Fees remain due in these circumstances and there will be no refund of monies paid (please refer to 'Refund Policy' for further details.)



10. Additional fees and charges

10.1 Enrolment Fee

All prospective student has to pay an enrolment fee unless waived by the Admissions Department. Enrolment fee are non-refundable and cover administrative costs.

10.2 Overseas Health Cover

Commencing students must either pay the first year's health insurance premium at the time of acceptance of offer or provide evidence that they have current valid Overseas Student Health Cover. It is the responsibility of continuing students to ensure that they maintain their Overseas Student Health Cover throughout their stay in Australia.

10.3 Student Request for Letters

Students may request letters for general purposes, which will incur a charge of \$20 per letter. These letters may include but not limited to:

- Invitation Letter
- Bank Letter
- Attendance Letter
- Student Confirmation Letter
- Student Reference Letter
- Course Progress Letter
- Fee payment letter
- Provisional Results

10.4 Academic Records

One copy of the Academic Record (also known as Academic Transcript and/or Certificate) will be available free of charge once student has completed the course satisfactorily and paid all fees. Additional formal records are available on request upon payment of fee of \$75 per page.

10.5 Replacement – Identity Card

All students receive one free ID card. A fee is applicable for replacing a lost card.

10.6 Reassessment Fee

Students are charged this fee when they are required to re-take units and assessments owing to NYC results. It covers all administration costs associated with the reassessment (please refer to the 'Assessment Policy' for further details. In case a learner has failed to attend or has been marked Not Yet Satisfactory in a practical Kitchen unit, additional reassessment fee \$250 per practical kitchen class is payable by the student before attending the reassessment class

Additional Fees and charges	
Re-Assessment of practical kitchen unit	\$250 per kitchen class
Change of course after commencement Changes to E-CoE	\$200
Unit Repeat	Full price of the unit (pro rata to course fees)
RPL charges	\$500 per unit
Re commencement of course after withdrawal	\$300
Enrolment Fees	\$300
Issue of student request of letter i.e. invitation letter	\$20 each letter



Document re-issue	\$50 Student ID re-issue \$75 Certificate re-issue per page \$50 per page Statement of results re-issue
Photocopying	10c per page (B&W) 20c (Colour)
Chef uniform, Knife kit & Safety Shoes	\$400
Late fee payment charges (per 7 days)	\$50
Re-Assessment Fee per unit (Theory Classes)	\$250
Re-Assessment fee (due to cheating and plagiarism)	\$75
Unit Late Submission Fee	\$100
RPL Processing Fee	\$100
Deferral to course start date fee	\$200
Plagiarism and Collusion Fee	\$75 per re-attempt

11. Transfer between Courses/Change of Course/Change of e-CoE

11.1 International students who wish to transfer between courses at Veritas Institute Australia must:

- obtain a new Letter of Offer
- obtain a new eCoE
- sign a new Student Agreement
- complete the Application of Change to Course Form
- In the event that students (both onshore and offshore International students) have used our COEs to secure a "Student Visa" and once a student visa has been granted, if they decide to withdraw or cancel their enrolment, Veritas Institute Australia reserves the right to claim full course fees of all COEs used by the student to apply for a "Student Visa". This is due to immigration risk rating that affect the College (See below)

Detailed overview of immigration risk indicators

Visa cancellations

Immigration risk reporting for education providers includes student visa cancellations for:

- fraud,
- non-genuineness,
- breaches of visa condition 8202 (must maintain enrolment, attendance, course progress and changing courses)
- breaches of visa condition 8105 (cannot work more than 40 hours per fortnight when course is in session)
- Student visa cancellations where the student requests their visa cancellation are not considered.

Visa refusals

Refusals that count towards an education provider's immigration risk rating include refusals including those refused due to fraud

Overstaying a visa

Students and other visa holders who have overstayed their visa and have been unlawful for a short period of time can apply for a bridging visa.

Students who have been unlawful and resolve their immigration status within a short period of time (less than 28 days) are unlikely to have an adverse record on our databases. Visa holders who did not contact the Department to arrange a bridging visa or another visa and overstayed their visas for more than 28 days.



Unlawful non-citizens

Visa holders who did not resolve their immigration status and overstayed their visas for more than 28 days.

Protection visa applications

The number of protection visa (PV) applications is defined as the number of people who lodged a PV application where the last visa held by them was a student visa.

Linking a student visa to an education provider

Your immigration risk rating is based on student visas that are linked to your institution. The student visa outcomes are attributed to the education provider specified on the CoE for the principal course at the time the student visa application was decided. If a student transfers to another education provider and is not granted a new student visa, their student visa remains linked to the original education provider. For more information: <https://www.homeaffairs.gov.au/busi/Educ/managing-immigration-risk>

11.2 Creation of new eCoE will incur a cost of \$200 per enrolment.

12. Leave of Absence/Withdrawal

12.1 International students who take leave of absence, withdraw from their program or complete studies before the expected completion date are required to leave Australia within 28 days, unless they are enrolled in other CRICOS registered courses and/or have been granted a further visa permitting them to remain in Australia. For further information please contact Department of Home Affairs at 131881 or visit them in person at their office.

13. Method of Payment

13.1 Payment can be made by the following methods:

- Debit Cards
- Direct Debit
- Bank Cheque
- Overseas Credit Cards will attract a 2% surcharge

Veritas Institute Australia reserves the right to charge you:

- A surcharge fee for MasterCard, Visa, and overseas credit card payments (we do not accept American Express)
- Bank Charges on processing refund payments such as Telegraphic Transfer or draft fees. These charges and fees will be deducted from any refund

14. Protection of Tuition Fees and Charges

In the unlikely event that Veritas Institute Australia is unable to deliver a course a student has paid for and does not meet their obligations to either offer you an alternative course that you accept or pay the student a refund of your unspent prepaid tuition fees (this is called a provider's 'default obligations'), the student will be offered



enrolment into an alternative course at no extra cost or, the student will be refunded the unspent portion of the tuition fees paid to date (tuition paid / number of weeks of delivery x number of weeks not delivered) within 2 weeks of the day on which the course ceased to be provided. Students have the right to choose whether they would accept a refund of tuition fees or to accept a place in an alternative course. If student chooses placement in another course, the student will sign a new written agreement with the College to indicate the student accepted the placement. In the unlikely event Veritas Institute Australia is unable to provide a refund or place student in an alternative course, Tuition Protection Service (TPS) will assist students in finding an alternative course or to get a refund if a suitable alternative is not found.

Notification obligations

In the unlikely event that Veritas Institute Australia defaults, it will notify the Secretary (or delegate) and Tuition Protection Service (TPS) Director within 3 business days of the default and will have a period of 14 days to satisfy its tuition protection obligations in relation to an affected student. For further information visit TPS website at <https://tps.gov.au/Home/NotLoggedIn>

15. Complaint and Appeals

Should a student have discrepancy or issue regarding a fee/charge applied to them, they can submit Complaint and Appeal Form available at the Reception and on Veritas Institute Australia's website. For further details please refer to Complaints and Appeals Policy and Procedure.

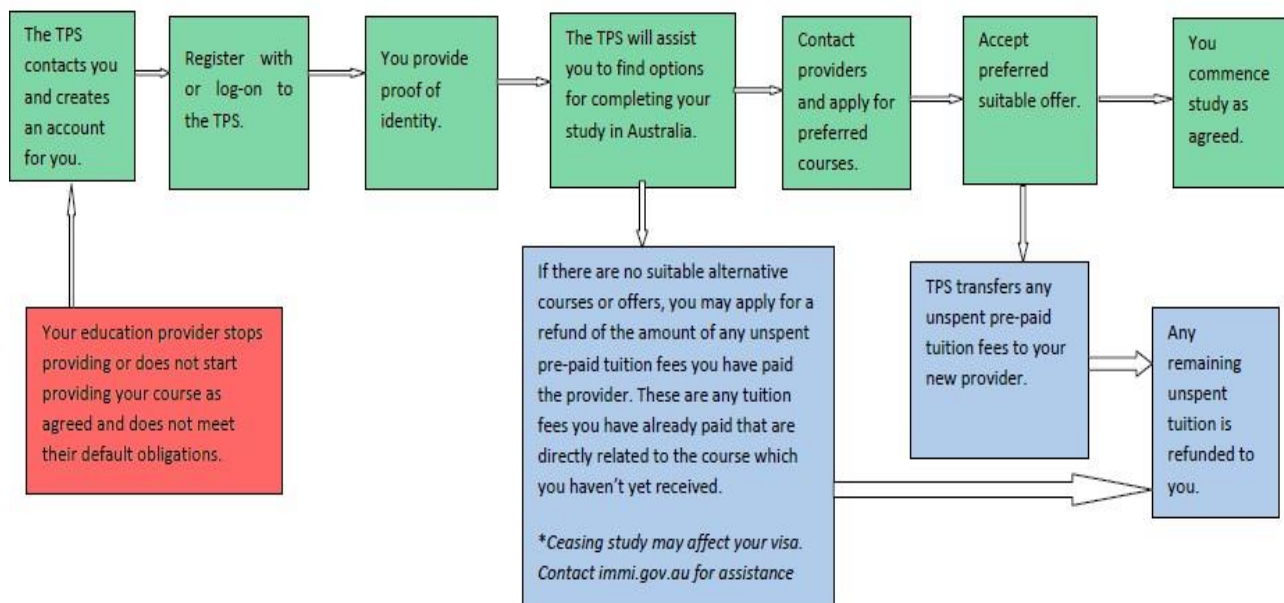
These Terms shall be governed by and interpreted according to the laws of Victoria and the parties' consent and submit to the jurisdiction of the Courts of Victoria.

Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.

"This policy, 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 take action under the Australian Consumer Law if the Australian Consumer Law applies (National Code 2018). (3.4.5)

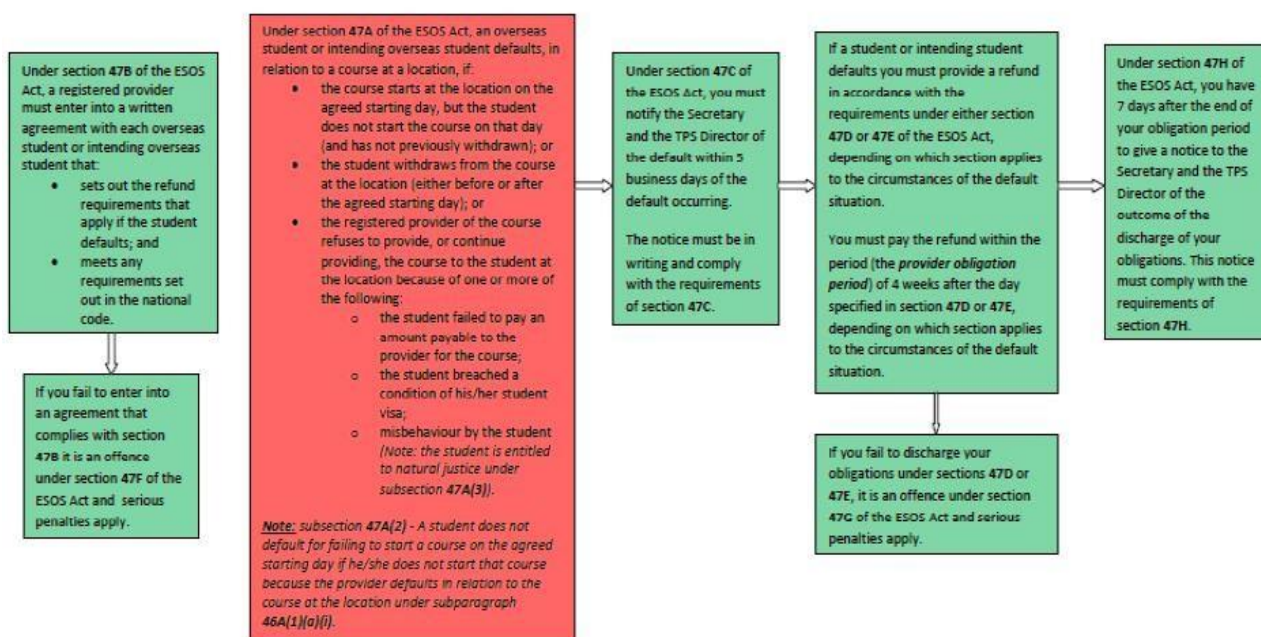


The TPS overview – how does it work for international students?



Note: The above flow diagram is for guidance purposes only. To the extent that the diagram is inconsistent with the *Education Services for Overseas Students Act* (the ESOS Act) 2000 the ESOS Act prevails. Providers should not rely on this diagram alone and must read the requirements in the ESOS Act.

Student Default – Part 5, Division 2 Subdivision B of the ESOS Act *



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Provider Default – Part 5, Division 1, Subdivision A of the ESOS Act

