

FEES AND REFUNDS POLICY – DOMESTIC STUDENTS

1. Purpose and Objectives

- 1.1 To outline the obligations of domestic applicants and enrolled students in relation to the payment of fees and charges associated with the delivery of higher education and vocational education and training programs.
- 1.2 To establish the terms and conditions in granting refunds to students for fees and charges paid to Le Cordon Bleu Australia (LCBA).
- 1.3 To fulfil LCBA's obligations under relevant legislation pertaining to the delivery of education and training to domestic students.

2. Scope

- 2.1 This policy applies to domestic students, which includes students who hold either: Australian citizenship, permanent resident status in Australia (holders of all categories of permanent residency visas, including humanitarian visas), or New Zealand citizenship.
- 2.2 This policy is also relevant to staff involved in managing the fee payment and refund process.

3. Legislative Context

- Higher Education Standards Framework (Threshold Standards) 2021
- Higher Education Support Act 2003
- Standards for Registered Training Organisations (RTOs) 2015
- Tertiary Education Quality and Standards Agency Act 2011

4. Policy Statement

LCBA provides information to prospective, current and past students about the range of fees and charges involved in program delivery, and the refund conditions that apply.

5. Policy

- 5.1 LCBA provides information about course fees and charges, payment options and refund conditions prior to enrolment, via Letter of Offer (Written Agreement); LCBA Student Guide; LCBA's website; Fees and Refunds Policies and at induction sessions.
- 5.2 LCBA accepts that in certain circumstances students will be entitled to a full or partial refund of course fees.
- 5.3 LCBA ensures its procedures covering the administration of fees and applications for refunds are fair and equitable.
- 5.4 LCBA fulfils its obligations under relevant legislation pertaining to the delivery of education and training to domestic students and assuring tuition requirements.
- 5.5 Applicants and/or enrolled students may appeal decisions made by LCBA regarding program fees and refunds (Refer to the *Student Complaints and Appeals Policy*).
- 5.6 A written agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

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6. Fees

- 6.1 LCBA determines its schedule of relevant fees and charges, including conditions of payment and reviews annually and at its discretion, its fees and charges in accordance with regulatory requirements such as Higher Education Support Act 2003. Students are notified in writing of any change in tuition fees at least three (3) months prior to commencement of the study period to which the new fees apply.
- 6.2 Students must pay the relevant fees up front or indicate that they intend to apply for a FEE-HELP loan to cover the full cost of their unit of study by the nominated date.
- 6.2.1 Domestic fee-paying students may pay tuition fees either:
- Upfront, prior to course commencement, or
 - By applying for a FEE-HELP loan to pay either the full or partial amount for the study period in a Le Cordon Bleu Australia course.
- 6.3 The tuition fee for individual units of study is the same irrespective of whether a student is a full fee-paying student or has obtained a FEE-HELP loan, and must be paid by the nominated due date to meet student obligations.
- 6.4 For payment of fees up-front the invoiced amount must be paid to LCBA on or before the published census date for the applicable term.
- 6.5 A late fee of \$150.00 will be charged to fee paying students for each invoice that hasn't been paid in full by the due date specified on the outstanding invoice. This does not apply to students on FEE-HELP.
- 6.6 Credit card payments may also attract a surcharge of up to 3%.
- 6.7 FEE-HELP loans:
- FEE-HELP loans are only available for students enrolled in an LCBA undergraduate and postgraduate higher education course who meet the specified eligibility criteria.
 - FEE-HELP loans are not available to students enrolled in an LCBA vocational education and training (VET) program.
 - Students applying for a FEE-HELP loan must do this through LCBA are required to submit their application to LCBA on or before the respective study period census date, to be eligible for a loan.
 - Students' eligibility, entitlements and other requirements for FEE-HELP loans are determined by the Higher Education Support Act 2003. Further information can be obtained from the Study Assist web-link: <https://www.studyassist.gov.au/help-loans-and-csps/fee-help>.
- 6.8 Re-enrolling (continuing) students must pay the full amount of all invoiced tuition fees (in cleared funds) prior to the commencement of the study period and no later than the nominated due date.
- 6.9 Unpaid fees may result in students being excluded from participating in their program, graduation or not receiving testamurs or academic transcripts relevant to their study, until the outstanding fees are paid. Where fees remain unpaid a student's enrolment may be cancelled.

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- 6.10 An Administration fee is charged for higher education (HE) and/or vocational education and training (VET) programs on acceptance of an offer (Written Agreement) from LCBA. This fee is non-refundable.
- 6.11 Should the intake be unavailable after payment has been received, the applicant will be accommodated in the next available intake, where possible.
- 6.12 The Student, or the person responsible for paying the tuition fees, must pay the tuition fee invoice, by the nominated due date; and also provide a receipt as proof of payment that the student is confirmed as enrolled in the next study period (for continuing students) or before a Confirmation of Enrolment (CoE) is issued (for new students).
- 6.13 Where a Bachelor of Business student obtains approval for a 12-month continuous Work Integrated Learning subject (combined Work Integrated Learning 101 and Work Integrated Learning 201), all associated payments applicable to Work Integrated Learning 201 must be finalised two weeks prior to undertaking the rescheduled Work Integrated Learning 201 unit (see *Work Integrated Learning Policy*).
- 6.14 Fee Reduction: Where a student is granted credit for a unit in an LCBA Program, any tuition fees paid for that unit shall be deducted from the next instalment of tuition fees.
- 6.15 A 3% processing fee will be charged to fee paying students who do not voluntarily pay their entire course in full, up front on receipt of their Letter of Offer. Students who choose to be invoiced and pay per stage will be charged this fee per invoice, based on the cost of the invoice. This does not apply to students on FEE-HELP.

7. Cancellations

- 7.1 A student may cancel their enrolment in a unit or a program at any point in time. Cancellation charges may apply depending on the timing of a cancellation request by the applicant or enrolled student.
- 7.2 LCBA strives to maintain continuous delivery of its programs, however in unavoidable circumstances LCBA may be required to cancel or postpone a program prior to the scheduled commencement date. In these circumstances, applicants and students are immediately notified of changed arrangements (see clause 13).

8. Deferring Program or study period Commencement

- 8.1 A domestic student may request to defer their admission for a period of up to 12 months by completing a 'Deferral Request' form and returning the completed form to the Student Services department.
- 8.2 A request for deferral should be lodged prior to commencement but must be lodged prior to the census date of the term, to avoid students incurring financial and/or academic penalties.
- 8.3 If a deferral is granted, a student will be issued a confirmation of their new enrolment (as per standard admissions procedure) and any tuition fees paid will remain credited towards a student's account to be applied against charges in a subsequent semester.
- 8.4 Should the fee be greater for the new program than applied to the original program selected, the applicant shall pay the balance in cleared funds to LCBA prior to commencement of the program.

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9. Re-enrolment/re-sits

9.1 Students who must re-enrol in (repeat) a unit/unit of competency, part of a unit/unit of competency, or re-sit an assessment, are liable for tuition fees as set out in the Fee Schedule at Appendix 1.

10. General Charges

10.1 Refer to fees as set out in the Fee Schedule at Appendix 1 for General Charges.

11. Refunds

11.1 LCBA grants refunds to eligible applicants/enrolled students under certain circumstances including provider default.

11.2 LCBA may re-credit a students' FEE-HELP balance, where special circumstances are demonstrated.

11.3 Applications to cancel a debt under special circumstances cannot be accepted where students have successfully completed a unit.

11.4 Students dismissed due to misconduct or unsatisfactory academic performance after the census date are not eligible for a refund. (Refer to the *Enrolment Policy* and *Academic Integrity Policy*).

11.5 All requests for refunds of fees must be made on the LCBA 'Request for Refund Form'. Commencing students can submit their completed LCBA 'Request for Refund Form' along with Application for Withdrawal via email to the Admissions Department. Continuing students can submit their completed LCBA 'Request for Refund Form' along with Application for Withdrawal via email to the applicable Student Services Department or on campus. A LCBA 'Request for Refund Form' can be obtained from the LCBA website.

11.6 Refund applications are assessed and are processed within fourteen (14) working days of the complete application being lodged. Delays will occur if submitted applications are not complete.

11.7 For Refund applications submitted after a program has commenced, any approved refund is limited to tuition fees only.

11.8 Refunds will be paid back to the account holder who paid the fees (normally the student), unless the account holder gives written direction to LCBA to pay the refund into another account /to another person.

12. Provider Default:

12.1 Where LCBA defaults and is required to cancel or postpone any program prior to the scheduled commencement date:

- All course fees (including the Administration fee, materials and equipment fees) will be refunded in full within fourteen (14) working days if LCBA is unable to commence the course as agreed, as a result of unforeseen circumstances.
- Pre-paid fees may be transferred to an alternative enrolment in another LCBA course, subject to agreement by the Student.

12.2 Where LCBA is unable to complete the program, due to unforeseen circumstances, any unspent fees already paid by the student will be refunded.

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- 12.3 Where a provider default occurs, LCBA may arrange for another course, or part of a course, to be provided to students at no extra cost to the student, as an alternative to refunding pre-paid tuition fees.
- 12.4 Where a student agrees to this arrangement, LCBA will not be liable to refund the money owed for the original enrolment or re-credit a student's FEE-HELP balance. (See Tuition Assurance requirements on [LCBA website](#))
- 12.5 In the unlikely event that LCBA is unable to deliver a course and cannot offer a student with an acceptable alternative or pay a refund, the Tuition Protection Scheme (TPS) will provide LCBA's students with alternative arrangements.

13. Student Default:

- 13.1 Where a student defaults all fees for the current study period are payable and non-refundable. These fees include the Administration fee; the Tuition fees; and the non-tuition fees related to equipment or training material purchases.
- 13.2 Students who withdraw from an LCBA program, unit of competency or unit on or before the applicable census date are entitled to a full refund.
- 13.3 Students who withdraw from an LCBA program, unit of competency or unit after the Census Date of the relevant study period or fail to complete a unit of competency or unit will not be eligible for a refund.
- 13.4 Under the Higher Education Support Act 2003, students receiving FEE-HELP assistance may apply to LCBA to re-credit their FEE-HELP balance and remit their FEE-HELP debt under "special circumstances".
- 13.5 Such applications should be made with respect to the LCBA *FEE-HELP Review for Reconsidering Commonwealth Assistance Policy*.
- 13.6 Refunds are not available for the following Student default circumstances:
- A cancellation of the student enrolment due to the actions of the student.
 - A Student initiated withdrawal from the program after course commencement, with no extenuating circumstances.
 - Where a student elects to transfer to a different provider after the student has commenced the program.
- 13.7 Where an applicant (commencing student) elects not to commence an LCBA program and gives written notice at least 28 days before the commencement of the program:
- 85% of any pre-paid tuition fees for programs not yet commenced, will be refunded; or
 - the applicant may elect to have any pre-paid tuition fees transferred to an alternative LCBA program if they have an approved application for the alternative program.
- 13.8 Where an applicant (continuing student) elects not to continue on to the next stage of their LCBA program and gives written notice in writing by the census date:
- 13.9 85% of the unspent portion of tuition fees will be refunded. A student may incur financial liability if they complete or partially complete units prior to census date. A refund of up to

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85% of tuition fees only may be payable in certain circumstances determined by LCBA, and includes:

- Where a student is unable to complete a program, due to compassionate or compelling circumstances as determined by LCBA.
- Where a student withdraws from the course due to extenuating circumstances as determined by LCBA.

Refunds are not available for Administration fees and non-tuition based fees, such as materials and equipment provided after course commencement; or where the student has already collected the equipment or training materials.

14. Payment of Refunds

- 14.1 Approved requests for refund will be made to the person(s) who initially made payment of the fees. A copy of the bank receipt showing account details will be required, along with a completed Request for Refund form. Requests for the refund to be transferred to a different person, will require a certified statement and proof of identity from the initial payer.
- 14.2 Refunds will be paid in Australian dollars (AUD) by bank transfer.
- 14.3 Records of the refund application, receipts identifying payment of refunds and associated actions and correspondence are maintained in the Student file.
- 14.4 Information provided to LCBA or that LCBA collects about an applicant/student (including payments and refunds) may be shared with authorised State and Commonwealth Agencies, if required.

15. Appealing Refund decisions

- 15.1 Students have the right to appeal a refund decision made by LCBA
- 15.2 Students wishing to submit an appeal of a refund decision should refer to the LCBA *Student Complaints and Appeals Policy*.
 - Step 1 – Wherever possible, the complaint should be raised with the person/s involved. If this is not an option, it may be communicated with the applicable LCBA Student Services Manager who will talk to both parties involved.
 - Step 2 – If a resolution cannot be achieved, a formal complaint can be made by completing the LCBA online complaint form. The Registrar will then investigate the complaint and/or appeal. A written response will be provided to the student within twenty (20) working days of receiving the complaint or appeal.
 - Step 3 – If the student wishes to proceed further with their complaint and/or appeal an internal appeal may be made to the Dean. This appeal must be lodged within ten (10) working days of receipt of decision from the Registrar. The Dean will investigate and provide a decision in writing to the student within ten (10) working days.
 - Step 4 – Should a resolution still not be made, the student can proceed with an external appeal. A listing of external agencies that students may contact can be found on the LCBA *Student Complaints and Appeals Policy*.

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- 15.3 LCBA’s dispute resolution processes do not remove the applicant’s/student’s right to pursue other legal remedies which they feel are necessary.
- 15.4 Students who are unhappy with a refund decision following LCBA’s internal review decision, can apply to the Administrative Appeals Tribunal (AAT) within 28 days for an external review (see www.aat.gov.au).
- 15.5 LCBA reserves the right to cancel an applicant or students’ enrolment, if fees remain unpaid after three (3) written requests.

16. Roles and Responsibilities

Roles	Responsibilities
LCBA	<p>Determines and provides information of its schedule of relevant fees and charges, including conditions of payment and reviews annually.</p> <p>Determines and approves Refunds to eligible applicants/enrolled students under certain circumstances.</p> <p>Will fulfill their Provider obligations for Tuition Protection under the <i>Higher Education Support Act 2003</i> and the <i>Tertiary Education Quality and Standards Agency Act 2011</i></p>
Students	<p>Must pay the applicable fees up front.</p> <p>Must indicate that they intend to apply for a FEE-HELP loan by the nominated date.</p>
Applicants and students	<p>Must notify LCBA within 7 days of any change to contact details.</p> <p>Requests for Refund must be made on the LCBA ‘Refund Application Form’ and be submitted to a Student Support Officer on Campus.</p>

17. Definitions

‘Census date’ is the date on which LCBA finalises student enrolments. Students cannot withdraw or defer from an enrolled unit after 11:59pm on the census date without incurring financial liability for full tuition fees and receiving a grade for the unit. For domestic students who have government support, it is also the last opportunity to make up-front fee payments, the latest date to apply for FEEHELP and the day they become liable for FEEHELP debts. Census dates for each study period are available on the Le Cordon Bleu Australia website.

‘Commencement date’ is the first date of the first week in any term of study during an academic year.

‘Course Fees’ are the costs payable by a student in order to undertake the program delivered by LCBA. This includes tuition fees covering the provision of the program, course or subject; administration fees and additional charges such as non-tuition material costs as set by LCBA.

‘Defer’ an action taken to temporarily delay or postpone the commencement of study.

‘Deposit’ is the amount specified in a ‘Letter of Offer’ and payable by a commencing student to the Provider on acceptance of an offer of enrolment.

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‘FEE-HELP’ refers to the Government loan scheme available to higher education students only.

‘Fees’ are the costs payable by a student in order to undertake the program delivered by the Provider. Fees are calculated on a subject basis.

‘Letter of Offer’ is a formal document issued by the registered provider offering to admit the student to a particular course of the registered provider (offer may be conditional). It is a written agreement between the Provider and student which clearly outlines details of the enrolled course including enrolment details, fee schedules and refund conditions; and information on student obligations, complaint and appeal policies and management of privacy.

‘Provider Default’ Where a registered provider defaults by either ceasing to trade or deliver the tuition that a student has paid for in advance or has incurred a FEE-HELP debt.

‘Refunds’ An overpayment of fees and/or charges which is reimbursed to the payee (student or the person responsible for paying the fees) in accordance with the requirements of the Higher Education Support Act 2003.

‘Special Circumstances’ means circumstances that are beyond the students control if a situation occurs which a reasonable person would consider is not due to the students action or inaction, either direct or indirect, and for which the student is not responsible.

‘Student Default’ Where a student does not start their course at the location on the agreed starting day and has not previously withdrawn.

‘Tuition Protection Scheme (TPS) Arrangements that offer protection to support domestic students in the event a Provider is unable to offer the student’s course as agreed and placing student in jeopardy of not completing their course or qualification.

‘Unspent fees’ are that proportion of the tuition fees received by the provider that represents the part of the course that will not be delivered to the student (and for which the student has paid) because of provider default.

18. Related Documents

- Academic Integrity Policy
- Enrolment Policy
- FEE-HELP Review for Reconsidering Commonwealth Assistance Policy
- Fees and Refunds Policy – Overseas Students
- Statement of Tuition Assurance (on [LCBA website](#))
- Student Complaints and Appeals Policy
- Student Contact Details Policy
- Student Selection and Admissions Policy
- Work Integrated Learning Policy

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19. Implementation

- 19.1 The Finance Manager is responsible for ensuring that major changes to this policy are accompanied by a completed Implementation Plan, and presented with the policy to the Corporate Board.
- 19.2 The Implementation Plan will include a Communication Strategy that identifies key stakeholders and the requirements for effectively implementing and monitoring this policy.

20. Summary of changes since last approval

Authored by	Description
Student Finance Manager	<ul style="list-style-type: none"> • Amended late fee from 5% to \$150 per invoice outstanding (see 6.5) • Added clause for processing fees. Students who do not voluntarily pay their entire course in full, up front on receipt of their Letter of Offer will be charged a 3% processing fee with each continuing invoice (see 6.15) • Increased the price of Transcripts/Certificates from \$20 to \$25 (see Appendix 1) and stated Postage Fees will apply • Added clause to state continuing students are eligible for a refund if they provide notice by census date rather than 28 days before course commencement (see 13.8)

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21. Appendix 1: Fee Schedule (AUD) for Domestic

ITEM	FEE
Enrolment	
Non-Refundable Administration Fee	AUD \$250.00 per applicant
Packaged Programs Conditions	
Non-Refundable Deposit for Eligible Programs	50% of the Principal Program
Re-enrolment/re-sits	
Repeat Unit	Full cost of Subject Tuition Fee
Repeat Theory and/or Practical component of unit	Students will be charged the lower of the Subject Tuition Fee or the Set Price. Set Price: Theory AUD \$750 and Practical AUD \$1,075
Re-sit Theory and Practical components of a unit	AUD \$200.00 Theory, AUD \$500 Practical
General Charges	
Transcripts and Certificates	AUD \$25.00 each Postage fees will apply
Parchments	AUD \$50.00 each Postage fees will apply
Re-Issued Name Badges	AUD \$10.00 each
Credit Card Payments *	
American Express	0.95% Surcharge
MasterCard	No Surcharge
Visa	No Surcharge
Late Payments	
Late payment of invoices	\$150 for each invoice outstanding

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22. Appendix 2: Refunds Schedule (AUD) for Domestic

REFUND	CONDITION
Refunds	
Continuing students giving written notice by census date of an enrolled Program	Spent portion and 15% of Tuition Fees withheld by LCBA. For a Packaged Program - 50% of Principal Program fee withheld by LCBA. **
Commencing students giving 28 days' written notice or more before course commencement of an enrolled Program	15% of Tuition Fees and AUD \$250.00 Non-Refundable Administration fee withheld by LCBA.
If 28 days' written notice is not given by commencing students	No Refund
If Student withdraws 28 days or more prior to course commencement*	85% Refund minus AUD \$250.00 Administration fee for non-Packaged Program enrolments 50 % Refund of the Principal Program fee for Packaged Program enrolments. **
If student withdraws less than 28 days prior to course commencement*	No Refund.
If student withdraws after the course commences*	No Refund.
Provider default	
If LCBA fails to start providing the course to the student at the location on the agreed start date	Full Refund (including AUD \$250.00 Administration fee)
If LCBA ceases to provide the course to the student at the location after it is started but before it is completed.	Refund of any unused fee for that study period <i>OR</i> Any unused fee for that study period is set against an alternative LCBA course placement.

* The refund is made within 4 weeks of the submission of a complete LCBA Request for Refund Form.

** Packaged Program have different conditions applied.