

## Student Fees and Refund Policy

### 1. Policy

- 1.1. Phoenix Academy does not require international students to pay more than 50 percent of the total tuition fees in advance before the commencement of the course for courses with a duration of more than 25 weeks. Students, or the person responsible for paying the tuition fees, can choose to pay more than 50 percent of their tuition fees before they start their course.
- 1.2. Increase in fees will be well planned and advertised in advance so that students can accommodate increases in future studies. Fee increases will not impact upon the contracted arrangements with students who have an existing enrolment with Phoenix Academy for the specified course(s).
- 1.3. The cost associated with all enrolments including nationally recognised training programs is to be included in the letter of offer, setting out the components of the fees (where costs other than course fees are charged). GST is not payable on nationally recognised training program course fees or education materials. GST may apply to the additional goods or services purchased (for instance books, equipment, airport reception services, resources that are not a component of the students' course fees, or for additional coaching or mentoring services that a student may choose to access).
- 1.4. Fees (full or part-payments) are required to be paid according to the schedule of fees and each student's agreement with Phoenix Academy before any study commences. Students can pay by Flywire, electronic funds transfer, cash, or credit card. A receipt will be issued to students for all payments made to Phoenix Academy.
- 1.5. Students will be required to pay Phoenix Academy on a cost-recovery basis any out of pocket expenses that occur because of receiving and processing program fees, such as credit card processing fees, a dishonoured payment fee, any penalty charged by the financial institution due to incorrect details provided by the student or debt recovery fees.
- 1.6. A Fee Schedule lists all course fees and other charges that may be applicable. To check the current fees schedule, please visit: [www.phoenix.wa.edu.au](http://www.phoenix.wa.edu.au)
- 1.7. Course fees do not cover other charges such as accommodation fees, living expenses, resource/material fees, textbooks, stationery, equipment, government agency charges, and other incidental charges.
- 1.8. Where a student's course duration is extended beyond the period of the visa, the student will be liable for student visa extension and related costs.

## 2. Refunds

2.1. Refunds will be paid to students according to the schedule and conditions for a refund set out in this policy document. All refunds approved for payment will be processed within four (4) weeks, with a statement that explains how the amount has been worked out, after receiving the written request and full supporting documentation from the student.

2.2. No course fee refunds will be payable if:

- a. Phoenix Academy cancels a student's enrolment based on the student providing misleading, or false, or incorrect or incomplete information.
- b. Student's enrolment is cancelled by Phoenix Academy due to:
  - a. Breach of student visa conditions
  - b. Disciplinary reasons
  - c. The student not meeting satisfactory course progress requirements.
  - d. Non-attendance or not meeting satisfactory course attendance requirements.
  - e. Non-payment of outstanding fees
  - f. Non-commencement of a course
  - g. Failure to resume course after a scheduled study or holiday break.
  - h. Student no longer holding a valid visa.
  - i. Student being missing (i.e., not contactable)
- c. Student abandons the course without formally cancelling their enrolment directly with Phoenix Academy. Note: In the case of study abandonment, the student will be liable for all fees until the cancellation process is complete.
- d. Student's visa is cancelled by the Department of Home Affairs (DoHA) for any reason.
- e. Student's visa is refused by the Department of Home Affairs (DoHA) based on fraud related reasons including the student and/or their dependents providing misleading, or false, or incorrect or incomplete information.
- f. Student changes their visa status (e.g., receives permanent residency status) during their study period. Note: Where a student changes their visa status (e.g., changes the education sector from VET to Higher Education) and requires a new visa to be issued, the student is required to bear all costs associated with the visa inclusive of medical tests.

No refunds will be payable for:

- a. Application Fees of \$260 for processing the admission application.
- b. Fees, charges, or deposits paid to other third-party education providers as a pathway to or from Phoenix Academy courses either directly or via Phoenix Academy. Note: Students must refer to the refund policy of the relevant third-party education provider and contact the third-party education provider directly for any refund applications or inquiries.
- c. Credit card surcharge or merchant fees paid by the student.
- d. Classes, assessments, or examinations missed by students because of illness or any other reason.
- e. Fees and charges that student has incurred for goods or services provided by parties other than Phoenix Academy (e.g., books purchased etc.).
- f. Expenses incurred by Phoenix Academy on behalf of the student in respect of services or goods provided by third parties (e.g., learning resources, OSHC, accommodation arrangements, airport pickup, etc.).

2.3 Where a student has not paid the fees by specified due date, Phoenix Academy reserves the right to:

- a. remove student's access to the academies learner Management System (LMS)
- b. withhold completion certificates and academic transcripts.
- c. extend fee payment deadlines or waive fees at the discretion of the management.

Phoenix Academy reserves the right to cancel student enrolment due to non-payment of fees. Course fees or other charges overdue more than 14 days will be considered as non-payment of fees.

Where a student has an outstanding debt (including cancelled enrolments), Phoenix Academy may approach debt collection agencies and/or credit bureaus to recover outstanding debts, which may affect the debtor's credit history.

### **3. Process for withdrawal and refund of fees**

3.1 To withdraw from an enrolled course, the student must submit to Student Services the Student Withdrawal Application detailing the reason for the withdrawal. The Student Withdrawal Application form available from Student Services and [www.phoenix.edu.au](http://www.phoenix.edu.au)

3.2 A withdrawal due to:

- a. Illness or disability
- b. Death of a close family member (parent, sibling, spouse or child)
- c. Political or civil event that prevents acquittal may be grounds for partial refund of fees. Supporting evidence must be provided.

Phoenix Academy will advise the student within four (4) weeks if the Student Withdrawal Application is approved or denied and if applicable will initiate the Refund Application process.

3.3 To request a refund, the student must submit the Refund Request Form to Student Services. The Refund Request form is available from Student Services, the finance office and [www.phoenix.edu.au](http://www.phoenix.edu.au)

3.4 All refunds approved for payment will be processed within four (4) weeks, with a statement that explains how the amount has been worked out, after receiving the written request and full supporting documentation from the student.

3.5 All refunds are paid in Australian dollars (AUD) to the nominated bank account, details of which are provided by the student in the Refund Request Form.

3.6 Phoenix Academy is not liable for any financial loss incurred due to changes in any currency conversion values or commissions charged by financial institutions.

3.7 In all cases:

- a. Refunds of tuition and accommodation fees will be in accordance with the Western Australian Government's Policy Guidelines for institutions providing courses to international students and Commonwealth Education Services for Overseas Students Act 2000. These documents are available to students on request.
- b. Phoenix will give the student a statement that explains how the refund amount has been worked out.

- c. Refund calculations are based on a maximum 24-week course block(s), or the course duration, whichever is the lesser.

#### 4. Refund Schedule

Consideration	Amount refunded.
Non-refundable Enrolment Fee and Homestay Placement Fee	No refund is given
If the visa application is unsuccessful and the student notifies Phoenix in writing within 14 days of refusal from the Embassy	100% of tuition fees except and Administration Fee of up to \$500
If the student withdraws up to 4 weeks before course commencement	90% of tuition fees except and Administration Fee of up to \$500
If the student withdraws 0 to 4 weeks before course commencement	50% of tuition fees except and Administration Fee of up to \$500
If the student withdraws and leaves the course 0 to 4 weeks after course commencement	30% of tuition fees except and Administration Fee of up to \$500
If the course is 12 weeks or less and the student withdraws and leaves the course 0 to 4 weeks after course commencement	No refund is given
If the student withdraws after Week 4 of the course commencement	Any refund is at the discretion of Phoenix Academy
If the student cancels Homestay accommodation up to 2 weeks before they wish to leave the house	100% of accommodation fees paid except the Placement Fee
If the student cancels Homestay accommodation less than 2 weeks before they wish to leave the house	No refund is given
If the student withdraws from on-campus accommodation Beatty Lodge: <ul style="list-style-type: none"> <li>• 28 days or more prior to check in</li> <li>• 22 – 27 days prior to check in</li> <li>• 14-21 days prior to check in</li> <li>• Less than 14 days prior to check in</li> </ul>	<ul style="list-style-type: none"> <li>• 100% of room payment paid</li> <li>• 50% of room payment paid</li> <li>• 25% of room payment paid</li> <li>• No refund is given</li> </ul>
If a student fails to notify the correct flight details or any change of details at least 2 days prior to arrival.	No refund of airport pickup fees
If a student breaches international visa conditions of the rules of the provider and is terminated from the course	No refund of the first 24-week block and 40% of the fees applicable to a subsequent 24-week block.

## 5. Provider Default

In the case of Provider Default, Phoenix Academy will provide refunds or make arrangements as listed in the table below:

Provider default	Refund or arrangement
Phoenix Academy withdraws offer, fails to provide the course/s offered, or terminates an education service before the study period or course commencement	Offer a place in an alternative course or in a future intake available for the same course. If the student declines this offer, Phoenix Academy will refund 100% of the prepaid course fees.
Phoenix Academy withdraws offer, fails to provide the course/s offered, or terminates an education service after the study period or course commencement	Offer a place in an alternative course or in a future intake available for the same course. If the student declines this offer, Phoenix Academy will refund the unused portion of the pre-paid course fees calculated on a weekly basis.

If in the unlikely situation that Phoenix Academy is unable to refund fees, or offer an alternative course, students will be referred to the Tuition Protection Service (TPS) who will place the students in a suitable alternative course or if a suitable course cannot be found, pay a refund as calculated by the TPS Administrator. Detailed information can be found at TPS website: [www.tps.gov.au](http://www.tps.gov.au).