

# SC5: Fees and Refunds Policy & Procedures

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## Purpose

The purpose of this policy and related procedures is to outline the RTO's approach to managing fees and refunds and to demonstrate how fees paid in advance are protected by the RTO and describes the rules, roles and responsibilities in relation to the application of course fees and charges, and, the provision of course refunds for the RTO. This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards 2015, as well as relevant Government funding contract arrangements.

## Definitions

**ASQA** means Australian Skills Quality Authority, the national VET regulator and the RTO's registering body

**DET** means Department of Education and Training

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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.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

**Government Subsidised Training** is where the government contributes towards the cost of your training course referred to as a training fee subsidy. It is offered by providers who have a contract with one or more of the State or Territory Governments.

**Credit** means formal recognition of the previous studies a student has completed which reduces the units or modules required to be completed by the student in their course, as per our Credit Policy and Procedure.

**Course Fee** is the full fee charged for a course which is inclusive of Enrolment Fee, Tuition Fee and where applicable, Materials Fee and any other additional fees.

**Materials Fee** means an amount that either fully or partly covers the cost of materials for the course

**Tuition Fee** means the amount charged for government funded students under a funded program for courses based on the rules issued by the Department.

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## Policy

The RTO sets and collects fees and charges for its services and facilities, including facilitating access to subsidies and financial support for eligible students, in accordance with relevant regulatory, contractual and business requirements. This policy applies to fees, charges, refunds and fee protection applicable to the provision of training including clients undertaking training under a Government Funded Training Contract or fee-for-service arrangement.

This policy and related procedures applies to those:

- Customers booking courses; and
- Individuals enrolling and participating in courses.

It outlines referral requirements regarding short and structured courses booked by customers where a minimum numbers requirement is a condition of the course booking.

All refund applications are to be submitted to Management or the Administration Team who will assess the refund application.

All refund information is to be made available to clients prior to enrolment through:

- Student Information Handbook
- The RTO's website
- Policies & Procedures

### 1. Schedule of Fees

Prospective students are advised of the fees associated with a course on the relevant Course Outline and Schedule of Fees which shows the standard fees payable for each enrolment in a course. In compliance with Clause 5.3 of the Standards, this is provided prior to enrolment or commencement of training, whichever is first. The RTO Schedule of Fees for all qualifications and courses are published on its website. The Schedule of Fees as published are subject to change given individual circumstances at enrolment.

Fee information provided to students includes:

- All relevant fee information, including fees that must be paid and payment terms
- Details of the potential for fees to change during the student's course as relevant
- Deposit and refund information and conditions relating to these
- The learners rights as a consumer including any cooling off period

Additional materials and consumables may be required, and this will vary according to each qualification or short course. Specific details about additional fees and charges are included in the Course Outline and Student Statement of Fees and Student Fees Agreement. 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.

A Student Statement of Fees and Student Fee Agreement will be provided to each individual and will clearly itemise tuition, as well as non-tuition fees.

There will be no charge for Credit Transfer.

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All tuition fees for accredited training are GST free.

## 2. The Student Statement of Fees and Student Fee Agreement

Course fees apply to the qualification or course in which the student is enrolling. The Student Statement of Fees and Student Fee Agreement applies to both government funded students and fee-for-service students and includes:

- a) the code, title and currency of the training product in which the individual is to be enrolled, as published on the National Register;
- b) the training and assessment, and related educational and support services the RTO will provide including the:
  - o estimated duration;
  - o expected locations at which training, and assessment will occur;
  - o expected modes of delivery;
  - o name and contact details of any approved third party that will provide training and/or assessment, and related educational and support services to the Eligible Individual on the Training Provider's behalf; and
  - o any work placement or practical placement arrangements.
- c) the hourly tuition fees relevant to the individual enrolment taking account of any applicable concessions or waiver/exemptions;
- d) the approximate value of the government contribution expressed in dollars; and
- e) any other applicable/additional fees, such as licensing, plant and equipment, personal protective equipment (PPE) and materials fees.

Fee-for-service rates apply to those students who are not eligible for a government subsidised training place. The Statement of Fees and Student Fee Agreement will clearly indicate the applicable charges. Where an employer is paying for a student's course, the employer will sign the Statement of Fee and Student Fee agreement in the section provided at the time of enrolment outlining the total fees, payment terms and schedule of payments applicable.

## 3. Student Fee Calculation

Fees are calculated for each student independently based on a number of factors including course and unit selection, eligibility for government subsidised training, applications for Recognition of Prior Learning (RPL) or Credit Transfer (CT), previous fees paid and eligibility for concessions.

## 4. Protection of fees paid in advance

The RTO protects the fees that are paid in advance by students.

Total fees due prior to the commencement of training will not exceed \$1,500.00 for individual enrolments. Students will be provided a payment plan where fees are in excess of \$1,500.00. This information is detailed in the applicable Course Outline and Student Statement of Fees and Student Fee Agreement.

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## Concession Rates and Fee Waivers for Government Subsidised Training

Prior to the commencement of training, the RTO will sight and retain copies of all documentation demonstrating an individual's eligibility for any tuition fee waiver/exemption granted. Concession rates may be applicable for eligible government subsidised students who hold a current Commonwealth Health Care Card, Pensioner Concession Card or Veteran's Gold Card and who enrol in a Certificate IV level course or lower. Concession rates also apply to those eligible government subsidised students who self-identify as being of Aboriginal or Torres Strait Islander descent and enrol in a course at any level. Full fee waivers apply to eligible government subsidised students who are prisoners from the Judy Lazarus Transition Centre or who are young people on community-based orders.

## 5. Late payments

Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty. The RTO reserves the right to suspend the provision of training and/or other services until fees are brought up to date. Students with long term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made. Debts may be referred to a debt collection agency where fees are more than 40 days past due. Additional costs incurred by the RTO for debt collection may be passed onto the student.

## 6. Refunds

Students who withdraw from a course and wish to seek a refund or have the amount they owe on their fees reduced, must apply to the RTO in writing using the Refund Application Form, outlining the details and reason for their request. Students who have not completed a Refund Application Form are not eligible for consideration of a refund or reduction in fees. A Refund Application Form must be received within 30 days of course cancellation/withdrawal in order to be considered.

In cases where course fees include a non-refundable tuition or enrolment fee, this will be included in the Statement of Fees and Student Fee Agreement. This is non-refundable except in the unlikely situation where the RTO is required to cancel a course due to insufficient numbers or for other unforeseen circumstances. In this case, students will receive a full refund of their deposit.

Students will be eligible for a refund in the following circumstances:

- Full refund where the RTO cancels the course prior to commencement.
- Full refund of unspent course fees where the RTO cancels the course after commencement. The percentage of unspent course fees will be calculated based on services already provided up to the day the course stops.

Variations and other information about fees and refunds applicable to different courses are described within the Fees and Refund procedures that accompany this policy.

## 7. Outcomes of refund decisions

The RTO will provide the outcome of any refund assessment in writing to the student, outlining the decision and reasons for the decision along with any applicable refund or adjustment notice.

Students will be advised that they may appeal the refund assessment following the RTO's Complaints and Appeals Policy and Procedure.

***Fee and Refund information is outlined in the Relevant Course Outline, Student Statement of Fees and Student Fee Agreement as well as in the Student Handbook.***

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## Procedures

### Refund Application

Procedure	Responsibility
<p><b>A. All qualifications and courses</b></p> <p>All refund applications are to be submitted to Management or the Administration Team and the following procedures actioned in assessing the refund application.</p> <ul style="list-style-type: none"> <li>All refund information is to be made available to clients prior to enrolment through:           <ul style="list-style-type: none"> <li>Student Information Handbook</li> <li>The RTO's website</li> <li>Policies &amp; Procedures</li> </ul> </li> <li>Students who withdraw from a course and wish to seek a refund or have the amount they owe on their fees reduced, must apply to the RTO in writing using the <i>Refund Application Form</i>, outlining the details and reason for their request.</li> <li>Failure to attend will incur forfeiture of full payment</li> <li>Students who have not completed a <i>Refund Application Form</i> within 30 days from cancellation/withdrawal are not eligible for consideration of a refund or reduction in fees.</li> <li>Applications will be processed within fourteen (14) days of the application being received by the RTO.</li> <li>Where a student is entitled to a refund via Credit Card, Debit Card or EFTPOS the RTO Accounts Team is required to process the refund payment as approved. The refund must go back on to the card that was originally used to make the payment. Where a refund is to be given by direct debit to a bank account or by cheque then the Accounts Team will process the refund.</li> <li>Payment of a refund application cancels a student's enrolment.</li> <li>A copy of all Refund Application Forms must be provided to the Accounts Team.</li> </ul>	<p>Training Manager</p> <p>Accounts Team</p> <p>General Manager Administration and Finance</p>

### Refunds due to non delivery of course by the RTO

Procedure	Responsibility
<p><b>B. RTO Default</b></p> <p>Tuition fees are to be refunded in full if the RTO is unable to commence the course as agreed, due to unforeseen circumstances.</p> <p>Any 'unused tuition' fees are to be refunded where the RTO is unable to complete a course.</p> <p>Where there is an instance of the above circumstances, the RTO 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 course money. Where the student agrees to this arrangement, the RTO will not be liable to refund any monies for the original enrolment.</p>	<p>Training Manager</p> <p>Accounts Team</p> <p>General Manager Administration and Finance</p>

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### Qualification Refunds

<p><b>C. Refund Applications for Qualifications</b></p> <ul style="list-style-type: none"><li>• A full refund, less a \$250 Administration Fee or the non-refundable deposit as detailed in the Statement of Fees (whichever is greater), will be paid if seven (7) business days' notice is provided prior to cancellation</li><li>• A partial refund will be provided in cases where a student withdraws within 7 days of course commencement and prior to the half way point of the course.</li><li>• Refund calculations will be based on the total tuition fees less the proportion of units scheduled to be commenced and any non-refundable deposit as per the Course Outline and the Student Statement of Fees and Student Fee Agreement.</li><li>• No refund will be provided if withdrawal is after the half way point of the course or NIL attendance or abandonment of a course without notification.</li><li>• No refund of course fees where a student did not start the course at the location on the agreed starting day or the student withdrew from the course at that location or the student did not pay the fees due.</li><li>• No refund of course fees where a student has arrived late to a course and has been denied entry by the trainer</li><li>• No refund of course fees where the RTO terminates the student's enrolment or ejects a student from training because of a failure to comply with the RTO's policies and procedures and the <i>Student Code of Conduct</i> including misbehavior.</li><li>• No refund of course fees where the student does not present the required paper work or ID at time of enrolment and training; or where the student does not meet the entry requirements of the course and 7 days' notice of non-eligibility was not provided by the student.</li><li>• No refund of course fees where a student is unable to proceed with training due to language, literacy or numeracy (LLN) barriers where these have not been declared at time of booking. All students can complete an LLN assessment prior to booking their course to ensure suitability prior to confirming their booking.</li><li>• No refund of course fees where a <i>Refund Application Form</i> is not received</li></ul>	<p>Training Manager Accounts Team General Manager Administration and Finance</p>
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## Short Course Refund

<p><b>D. Refund Applications for Short Courses</b></p> <ul style="list-style-type: none"> <li>• A full refund will be paid if seven (7) business days' notice is provided prior to cancellation.</li> <li>• Cancellation within seven (7) business days or failure to attend will incur forfeiture of full payment with no refund applicable.</li> <li>• No refund of course fees will be provided where a student did not start the course at the location on the agreed starting day or the student withdrew from the course at that location or the student did not pay the fees due.</li> <li>• No refund of course fees where a student has arrived late to a course and has been denied entry by the trainer</li> <li>• No refund of course fees where the RTO terminates the student's enrolment or ejects a student from training because of a failure to comply with the RTO's policies and procedures and the Student Code of Conduct including misbehaviour.</li> <li>• No refund of course fees where a student is unable to proceed with training due to language, literacy or numeracy (LLN) barriers where these have not been declared at time of booking. All students can complete an LLN assessment prior to booking their course to ensure suitability prior to confirming their booking.</li> <li>• No refund of course fees where a Refund Application Form is not received</li> </ul>	<p>Training Manager Accounts Team General Manager Administration and Finance</p>
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## Appealing Refund decisions

<p><b>A. Appeals and Complaints</b></p> <ul style="list-style-type: none"> <li>• All clients have the right to appeal a refund decision made by the RTO by accessing the Complaints and Appeals Policy and Procedure.</li> <li>• This policy and the availability of complaints and appeals processes, does not remove the client's right to take action under Australia's Consumer Protection Laws.</li> <li>• The RTOs dispute resolution processes do not remove the client's right to pursue other legal remedies where they feel necessary.</li> </ul>	<p>Training Manager Accounts Team General Manager Administration and Finance</p>
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## Further information

<p><b>B. Further Information</b></p> <ul style="list-style-type: none"> <li>• If fees have been paid by a third party, then refunds will be payable to that third party.</li> <li>• Any information that the client provides the RTO or that the RTO collects about the client (including payments and refunds) can be given to authorised State and Commonwealth Agencies, as per the Privacy Policy &amp; Procedure.</li> <li>• Refund Application Forms will be stored in the student file; or if the student withdraws prior to the file creation, the Refund Application Form will be stored with the original booking Form</li> </ul>	<p>Training Manager Accounts Team General Manager Administration and Finance</p>
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## Supporting Documents

SC5.1- Refund Application Form  
SC6.5 - Student Statement of Fees and Student Fee Agreement  
SC6.1 - Student Handbook  
SC6.2 - Enrolment Form  
SC6.1.4 - Pre- Enrolment Suitability & Appropriateness Checklist  
SC6.3 - Pre-Enrolment Suitability & Appropriateness

## Document Control

<b>Document No. &amp; Name:</b>	SC5 - Fees and Refunds Policy V1.0
<b>Quality Area:</b>	Students and Clients
<b>Author:</b>	Foresite Group Pty Ltd
<b>Status:</b>	Approved
<b>Approved By:</b>	CEO
<b>Approval Date:</b>	09/07/2018
<b>Review Date:</b>	01/07/2019
<b>Standards:</b>	Clause 5.3 of Standard 5; Clause 7.3 of Standard 7