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| <b>P008</b> | <b>Fees, Withdrawal and Refund Policy</b> |  |
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## **Standards:**

This Policy and procedure relates to:

1. Standards for Registered Training Organisation (2015):
  - (i) Standard 5.3 Each learner is properly informed and protected
  - (ii) Schedule 6 Requirements for protecting fees prepaid by individual learners, or prospective learners, for services
2. NSW Smart and Skilled Contract 2016 Section 17.4
3. NSW Smart and Skilled Operating Guidelines 2016 Section 4
4. NSW Smart and Skilled Fee Administration Policy 2016 (p9)
5. NSW VET Quality Framework

## **Policy Statement:**

In accordance with applicable legislation, SGSCC is entitled to charge fees for services provided to students undertaking a course of study. These charges are generally for training and assessment services but may also include additional charges for course materials or text books and re-issuance of certificates not included in the course fee. In addition to meeting Standards for Registered Training Organisations (RTOs) 2015 there are separate requirements for NSW Smart and Skilled.

### **1. Fees payable**

Fees are payable when the student has received notification of enrolment. Fees may be paid in full on enrolment or by an agreed

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payment plan. We may discontinue training if the fee is not paid as scheduled. All fees need to be paid prior to the issuance of a Statement of Attainment or certificate. Fees will vary for different training programs. For a full list of current fees and charges please refer to Fees and Charges.

1.1 Payment Plan. A Student Agreement To Pay form is completed at Orientation or before.

- 1.1.1 Payments are interest free
- 1.1.2 Payment Due Date and Amount Payable are shown in the Payment Schedule
- 1.1.3 First payment is due on enrolment. The remaining payments are paid at the beginning of each month and the final payment is due one month before course completion date
- 1.1.4 The Workskills Office Manager will follow up if a payment is declined.
- 1.1.5 Failure to pay will result in being excluded from the course until payment is received.
- 1.1.6 Failure to pay will render the student liable to be pursued in Court for breach of the agreement.

## 2. Fees and Charges

The Workskills Manager – Vocational Education and Business is responsible for approving SGSCC Fees and Charges. As a minimum the Fees and Charges is to include:

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- 2.1. the total amount of all fees including course fees, administration fees, material fees and any other charges for enrolling in a training program;
- 2.2. payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/administration fee;
- 2.3. the nature of the guarantee given by SGSCC to honour its commitment to deliver services and complete the training and/or assessment once the student has commenced study;
- 2.4. any discounts, fee reductions or exemptions available for course enrolments, concession card holders etc;
- 2.5. the fees and charges for additional services, including such items as issuance of a replacement qualification or statement of attainment

### **3. Replacement of text and training workbooks**

Students who require replacement of issued text or training workbooks will be liable for additional charges to cover the cost of replacement. Where a student has purchased a text or training workbook and subsequently cancels his or her enrolment, SGSCC will not refund monies for the text unless a written request for a refund is received and we are satisfied that the text is in as-new condition.

### **4. Giving notice of enrolment cancelation**

A student who wishes to cancel their enrolment must inform the Training Coordinator. SGSCC staff who are approached with initial notice of cancelation are to ensure the student understands their rights with regards to the refunding of tuition fees. The student is also

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to be advised of other options such as suspending the enrolment and re-commencing in another scheduled training program.

## 5. Refunds

The following refund policy will apply:

5.1 Refunds will be given where a course has been cancelled or is already full.

5.2 Students who give notice to cancel their enrolment prior to course orientation will be entitled to a full refund of fees paid.

5.3 Students who give notice to cancel their enrolment after orientation and prior to course commencement will be entitled to a 75% refund of fees paid. The amount retained (25%) by SGSCC is required to cover the costs of staff and resources which will have already been committed based on the students initial intention to undertake the training.

5.4 Students who cancel their enrolment after a training program has commenced may be entitled to a refund of fees for training and assessment not delivered at the time of withdrawal.

5.5 Discretion may be exercised by the Manager – Vocational Education and Business in all situations, if the student can demonstrate that extenuating or significant personal circumstance led to their withdrawal.

5.6 Where refunds are approved, the refund payment must be paid to the student within 14 days from the time the student gave written

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notice to cancel their enrolment. Tuition refunds are paid via electronic funds transfer using the authorised bank account nominated by the student.

5.7 Students who are unhappy with SGSCC arrangements for the collection and refunding of tuition fees are entitled to lodge a complaint. This should occur in accordance with SGSCC Complaints policy and procedure.

## 6. **Our Guarantee to Clients**

If for any reason SGSCC is unable to fulfil its service agreement with a student, SGSCC must issue a full refund for any services not provided. The basis for determining “services not provided” is to be based on the units of competency completed by the student and will be issued with a statement of attainment at the time the training and assessment is terminated.

## 7. **Protecting fees being paid in advance**

SGSCC acknowledges that it has a responsibility under *Schedule 6 Requirements for protecting fees prepaid by individual learners, or prospective learners, for services* to protect the fees paid by students in advance of their training and assessment services being delivered. To meet our responsibilities SGSCC adopts the option of holding a current Tuition Assurance Scheme (ACPET – Australian Student Tuition Assurance Scheme (ASTAS) where the student will be placed into an equivalent course if SGSCC is unable to provide services for which the student has pre-paid.

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7.1 The Australian Council for Private Education and Training (ACPET) Tuition Assurance Scheme. contact details for ACPET (TAS Administrator) are:

Address:

Level 1, 66 Berry Street, North Sydney NSW 2060

Telephone:

(02) 9922 6042

Website: <http://www.acpet.edu.au/>

Email: [nsw@acpet.edu.au](mailto:nsw@acpet.edu.au)

## 8. Payment of GST

GST is exempt under section 38-85 GSTR 2003/1 Goods and Services Tax, tax ruling. The ruling explains the supply of a course for 'professional or trade course' is a GST-free education course.

8.1. Where a student is enrolled in a course which is offering units of competence or a whole qualification, the course fees attached to this enrolment will be exempt from the payment of GST. GST does apply on the payment of some miscellaneous charges where these charges are in addition to and outside the normal services offered in a course.

## 9. Miscellaneous Charges

SGSCC will levy some miscellaneous charges for services. These may include:

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- 9.1. Re-issuing a certificate after it has been initially issued to a student.
- 9.2. Replacing issued learning materials which the student has lost or damaged
- 9.3. Re-assessment services
- 9.4. All miscellaneous charges are to be based on a cost recovery basis and are not intended to be a source of profit.

## 10. **NSW Smart and Skilled Students**

For NSW Smart and Skilled eligible students, students contribute towards the cost of their training through the payment of a student fee and the balance is paid as a subsidy from the NSW Government. NSW Smart and Skilled courses have the statement 'This training is subsidised by the NSW Government' in all related marketing material. Specific Smart and Skilled requirements include:

10.1 The Schedule of Fees for each qualification on the NSW Skills List can be accessed at [www.training.nsw.gov.au/smartandskilled/prices\\_fees.html](http://www.training.nsw.gov.au/smartandskilled/prices_fees.html)

10.2 SGSCC must charge the student the relevant fee set by the NSW Government.

10.3 SGSCC will confirm what the Student Fee is once SGSCC has entered the data into the Smart and Skilled Provider Calculator.

10.4 The student is required to know of this payment of Fees and Refund Policy prior to enrolment.

10.5 *Concession Fees:*

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Students who are a recipient of a specified Commonwealth benefit or allowance must provide the follow proof of eligibility for a concession:

- A letter from the Department of Human Services (Centrelink) confirming receipt of the benefit. The letter should clearly show the Centrelink Reference Number (CRN) or:
- A current concession card that shows the CRN; or
- A current Centrelink income statement that clearly shows the benefit or allowance category and the CRN; or
- Any other evidence that clearly chows the CRN and the benefit or allowance category; or
- For people applying for Austudy or Newstart allowance, an approval letter from Centrelink that shows the CRN and indicates that commencement date of their benefit is within two weeks of their enrolment or two weeks within the date of the first class attendance or participation in training.

#### 10.6 *Fee exemptions:*

Students who qualify for a fee exemption are:

- Australian Aboriginal and Torres Strait Islander People
- People with a disability (that is people who meet the disability fee exemption criteria, including the dependent child, spouse or partner or a recipient of a Disability Support Pension).

Australian Aboriginal and Torres Strait Islander students must meet the Smart and Skilled personal and program eligibility criteria.

A student with a disability must declare their previous enrolments in a Smart and Skilled qualification in a calendar year.

#### 10.7 *Recognition of Prior Learning and Credit Transfer*

Where an eligible student is granted recognition of prior learning (RPL) or Credit Transfer for one or more units of competency, the qualification price will be adjusted and a new student fee determined.

#### 10.8 *Withdrawal without penalty prior to course commencement*



Should a student wish to withdraw prior to course commencement (the 'cut off date') the student will receive a full refund for fees paid.

#### *10.9 Deferral or Withdrawal after the course commencement*

Should a student defer (up to 12 months) or withdraw after the course has commenced the fees will be calculated pro rata following training and assessment and any refund owing will be refunded.

#### *10.10 In the event of course cancellation; closure of SGSCC; SGSCC is no longer approved to offer NSW Smart and Skilled courses:*

Students will be refunded any fees paid in the event that SGSCC cancels a course.

Students who withdraws from CHC50113 Diploma of Early Childhood Education and Care but who have completed all the requirements for a lower level qualification contained in the Diploma (ie component of Certificate III in Early Childhood Education and Care) will attract the lower Smart and Skilled price and fees and any refund will be calculated from the lower price.

#### *10.11 Recovery of outstanding student fees*

Where students pay by their monthly payment plan and are late or behind in their tuition fees they will:

- i. Be emailed and advised their credit card has declined and requested for an alternative method of payment
- ii. If there is no reply within one week and the student's credit card cannot still be charged a second email will be sent

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- iii. If there is no further reply by the time the following instalment is due the student will be contacted by phone to discuss payment and advised that failure to pay will result in their being withdrawn from the course
- iv. If no payment has been received within a week the student will receive a letter confirming that they have been withdrawn from the course
- v. Statement of attainment will be issued for units completed prior to non-payment.

**Person Responsible:**

- WorkSkills Manager - Vocational Education and Business
- Training Co-ordinator
- Finance Manager
- Principal

**Related Documents:**

Student Handbook

Advertising material eg website, brochure

WF 148 Student Late Payment

VET Administrative Information for Providers – Addendum Incorporating the VET FEE HELP reforms 2015/2016 (Updated August 2015), *Measure 6: Ensuring student debt is incurred in line with course delivery and continued student participation*