

Policy Overview:

To ensure that accurate and consistent processes are applied for all fees, charges and refunds at a national level for both fee for service and VET Government funded courses as per the RTO standards 2015 and VET contractual agreements per state.

Objective:

To ensure that all applicable fees and charges payable for courses are communicated accurately, invoiced, recorded and where applicable - refunded, according to the RTO procedures, payment terms agreed to during enrolment, the service agreement, state funding contracts and national legislation.

Staff Responsible:

- Administration
- Compliance
- Operations
- Finance

Compliance Standards:

This policy relates to the following 2015 SNR standards: 3.6, 4.1, 5.1, 5.2, 5.3, 7.4 & 8.5

Related Policies/Templates/Documents:

- F-048 Statement of Fees and Course Overview
- F-074 Financial Hardship Form
- P-001 Enrolment Policy
- P-003 Record Management and Maintenance Policy
- P-015 Financial Management Policy and Procedure
- P-057 Assessment Policy and Procedure

Definitions:

Fees –payment made for education services.

Charges – the prices for the services.

Student/s refers to all persons enrolled in a course at the RTO.

Client/s refers to all Employers, JSA providers or similar that are paying fees on behalf of the Student/s.

SMS refers to Student Management System.

1. Communicating fees, charges and refunds

1.1. It is the responsibility of the RTO to ensure all potential and enrolled students are accurately provided information in relation to fees, charges and refunds prior to and during enrolment. Communication of fees, charges and refunds may be published on the student flyer, the RTO website, communicated verbally and in writing during enrolment and/or any other form of provided by the RTO. This information will include:

- 1.1.1. Fees associated with the course;
- 1.1.2. Additional administration fees;
- 1.1.3. Fees for materials and resources;
- 1.1.4. Payment terms including when payment is due and refundable and/or non-refundable deposits; and
- 1.1.5. Refunds policy.

2. Terms of Fees

2.1. Statement of Fees

- 2.1.1. All fees are detailed for any enrolment on a Statement of Fees (F-048) which all students must be given and the information explained.
- 2.1.2. Where an employer is paying fees, they must sign the declaration on the statement of fees and be made aware of the clauses in this policy.

2.2. Funded Training:

- 2.2.1. When the enrolment is processed, the agreed fees and charges will be invoiced to the student/client in line with fees and charges outlined on the application form, statement of fees & course overview and State VET Funding Contract – refer to procedure.

2.3. Fee-for-Service (Non-State Funded Training)

- 2.3.1. Depending on the individual agreement between the RTO and the Student, the RTO will charge the tuition fee in respect of the course, inclusive of any associated administration and course material fees payable by the Student/Client.

2.4. Payment of Fees

- 2.4.1. The RTO will not accept fees greater than \$1500 before training is commenced and no more than \$1000 is held in advance at any time during training.
- 2.4.2. Failure to pay fees will result in the RTO being compelled to withhold results, statement of attainment or certification.
- 2.4.3. Payment terms of any invoice are 7 days
- 2.4.4. Receipt of fees paid are outlined in the - **payment of fees procedure**.
- 2.4.5. If payment is made via bank transfer, notification must be sent via email to:
accounts@ash.edu.au

2.5. Payment Arrangements

- 2.5.1. The RTO will offer on an individual basis payment arrangements for students that may be experiencing financial hardship – **refer to procedure.**

2.6. Employer Fees

- 2.6.1. A declaration is signed by the employer on the statement of fees for any enrolment
- 2.6.2. Where an employer has noted they will pay fees on their employee's behalf, they will be held responsible for full payment
- 2.6.3. It is the employer's responsibility to ensure that if they make arrangements with the employee regarding any fees that are to be reimbursed by the employee.
- 2.6.4. **Fee for Service Students** - It is the employers responsibility to inform the RTO in writing if the student leaves their employment including the date ceased employment.
- 2.6.4.1.** On receipt of this notification, the RTO will issue an invoice to the employer for the units started/completed up until the date of notification that has not already been billed.
- 2.6.4.2.** Failure to notify us of the student's employment status will result in fees payable for all units studied should the student continue their study past their employment date
- 2.6.5. **Funded Students** - The payment of fees is required regardless of the approval and/or receipt of any other Federal or State incentive to the employer

2.7. Additional Fees

Additional fees that the RTO will communicate during enrolment and may be charged are outlined as follows:

- 2.7.1. Re-assessment fees for students requiring additional opportunities as per **P-057 Assessment Policy and Procedure.**
- 2.7.2. Re-issue of a Testamur, Statement of Attainment or Record of Results.
- 2.7.3. External agency fee's associated with the Appeals Process as per **P-057 Assessment Policy and Procedure.**
- 2.7.4. Any additional fees and charges that are guided by state funding body policies and contractual requirements.

2.8. Overdue fee payments

- 2.8.1. Clients who are overdue in paying fees will be formally communicated with by an RTO financial representative to discuss payment options and possible consequences associated with non-payment.
- 2.8.2. Where any fee becomes overdue, this could result in the suspension and/or halting further progress of the students training
- 2.8.3. Long term outstanding fees may include the services of a debt recovery agency which may incur further debt recovery expenses.

3. Fee Waiver for Financial Hardship

3.1. The RTO is committed to providing opportunities for students to participate in training that improves employment outcomes for the student. In situations where a student can demonstrate genuine financial hardship, fees will be waived in line with government funding requirements. State funding guidelines will vary, however, the general process for determining and documenting financial hardship is outlined in the - Fee Waiver for Financial Hardship Procedure.

4. Deposits / Fees in Advance

4.1.1. The RTO collects fees in advance for services which are not yet provided to students. At various intervals throughout a course and in accordance with the courses relevant payment schedule, further payment may be taken. The RTO will not accept fees greater than \$1000 before training is commenced and no more than \$1500 is held in advance at any time during training as outlined in 2.3 Payment of fees.

5. Refund of fees

5.1. Cooling off period

A cooling-off period of 10 business days applies on any qualification enrolment from the contract signed date, unless State legislation specifies a differing cooling-off period. During this period the student can cancel the contract without payment or penalty.

5.2. State Government Funded Refunds

Due to state contractual refund obligations, this process will be managed on a state level – refer to procedure.

5.3. Fee-for-Service Non-State Funded Refunds

Depending on the individual agreement between the RTO and the Student, the RTO will refund the Tuition fee paid in respect of the course, less the minimum charge, inclusive of any associated administration and course material fees payable by the Student/Client.

Where admin fees are charged, these are non-refundable as per the agreement.

Depending on the individual agreement between the RTO and the Client, unless it is stipulated otherwise:

- 5.3.1. There is no refund for fee-for-service traineeship training after a student has commenced a unit of competency.
- 5.3.2. Where a student has not commenced a unit of competency or booked into attend the course (and therefore been provided with all resources to complete the course), and payment has been made, this may be refunded as long as suitable notice has been provided in writing by the Client or Student.
- 5.3.3. Where a student has booked in to attend a course, refunds for those units of competency will be applied as per the fee for service short course refunds below.

5.4. Fee for Service Short Course Refunds

If a student withdraws, from a course where a fee is payable prior to the commencement date, then the RTO will refund the tuition fee – refer to procedure.

Action / Task	Responsible	Timeline
<p>Payment of fees:</p> <p>Administration must ensure that all payments are administered accurately using the method notified by the student during enrolment and during the course. As specified in the policy, the RTO must not request payment that exceeds \$1000.00 prior to commencement of training and no more than \$1500.00 during the student life cycle at any given time.</p> <p>The RTO will accept fees to be paid by using one of the following methods:</p> <ul style="list-style-type: none"> • Cash; • Eft; • Direct Debit; or • Visa or MasterCard. <p>Complications with regards to receiving payment by the student/client should be reported to the Operations Manager and Accounts.</p> <p>Receipt of payment:</p> <p>Receipt of payment must be in the form of receipt provided through the RTOs Student Management System. Alternatively should the RTO be faced with complications with the SMS, a hard copy receipt and/or verifiable through company bank statements will be sufficient.</p> <p>Information should include (but is not limited to) student name, amount and date of payment. I</p>	<p>State Manager/admin</p> <p>All State Managers</p> <p>Operations Manager Accounts</p> <p>Administration</p>	
3. Fee Waiver for financial hardship		
<p>During enrolment Training Advisors need to discuss the students' financial situation to make a determination of severe financial hardship. Considerations may include duration of unemployment, assets, etc.</p> <p>Should financial hardship be identified the Training Advisor is responsible for completing with the student – F-074 Financial Hardship Form which MUST be signed by the student.</p> <p>State Managers must ensure that all requirements for eligible students are as per the relevant VET Funded Contract</p> <p>The student must include within the form an estimate of all outgoing and ingoing financials and provide supporting documentation to authenticate.</p>	<p>Training Advisors</p> <p>Training Advisors and Admin</p> <p>State Manager</p>	<p>During enrolment</p>

Action / Task	Responsible	Timeline
<p>Financial supporting documentation must be sighted when completing the Hardship Fee Waiver Form and as a minimum consist of the following:</p> <ul style="list-style-type: none"> • Bank statements highlighting the institution; • Credit card statement; • Utility bills; • Childcare invoices/statements highlighting the provider; • Mobile phone bills; • Letter from a job service agency confirming period of unemployment; • Lease/tenancy/rental agreement. <p>Students who can provide evidence of eligibility of below are eligible for fee waiver:</p> <ul style="list-style-type: none"> • Aboriginal and Torres Strait Islanders (through declaration and documentary evidence of community identification if required). • Students with a disability through evidence of CRN & Disability Support Pension <p>This should at all times reflect an evidence based process, therefore you should sight financial documentation, but it is not to be retained due to financial privacy requirements.</p> <p>Payment plans:</p> <p>The State Manager or Business Development Manager may approve a payment plan if requested by the Student/Client. Note: State funding requirements may be applicable.</p> <p>Payment plans are generally for full qualifications only and arrangements are scheduled into either 4 or 12 monthly payments.</p> <p>It must also be demonstrated prior to commencement of the unit and the concession must be valid for the full enrolment period.</p> <p>If the concession is valid for part of the enrolment period, then only eligible units commenced prior to the expiry of the concession attract the concession rate.</p>	<p>Training Advisors and Admin</p>	

Action / Task	Responsible	Timeline
Refunds		
<p>Cooling-off period A cooling-off period of 10 business days applies on any qualification enrolment from the contract signed date, unless State legislation specifies a differing cooling-off period. During this period the student can cancel the contract without payment or penalty.</p> <p>Fee for short course refunds: An application for refund of the course fees under any circumstances must be made in writing to the RTO which can be communicated via email. A pro-rata fee refund, based on units completed and commenced, will be calculated for each individual situation. The RTO can at its discretion move the students enrolment into the next scheduled course if the circumstances are deemed reasonable (e.g. ill health with a verified doctors certificate). No refund is available for students who do not attend with no prior notice. No refund is available where the student cancels on the day of the training, or to students who leave before finishing the course. A pro-rata refund of enrolment fees will be made if a training course is cancelled by the RTO for any reason.</p> <p>State Government Funding requirements: The State Manager is responsible for ensuring all State refund requirements are current and accurate as per the VET funding contract.</p>	<p>Operations Manager/Admin</p> <p>State Manager</p>	<p>When required</p>

Document Revision History

Version Number	Author	Date	Description
3.0	Aleena Velich	11 June 2017	Full revision and rewrite Added Procedure
	Patricia Fulcher	23 June 2017	Revised and approved
	Natalie Robinson	28 June 2017	Formatted and published
3.1	Natalie Robinson	04/08/2017	Corrected title of Procedure
3.3	Hetty Coles	26/10/2017	Updated payment of fees requested by the RTO, clause 2.3.
3.4	Patricia Fulcher	20/02/2018	Included further information about Statement of Fees, Employer Fees, and Overdue Fee Payments.
	Rosemary Vasallo		Reviewed policy and provided feedback.
3.5	Dayna Jackiw	18/2/2019	References to F-005 Student Enrolment Form changed to F-005 Student Application Form.
3.6	Dayna Jackiw	03/07/2019	Amended policy title and file name (to remove '&')
3.7	Aaron Hansen	15/07/2019	Added cooling-off period information.