

Purpose

The purpose of this policy and procedure is to outline an approach to manage fees and refunds and to demonstrate how fees paid in advance are protected.

This policy complies with Clauses 5.3 and 7.3 and Schedule 6 of the *Standards for Registered Training Organisations (RTOs) 2015*.

Definitions

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

DET means the Department of Education and Training

Learner means an individual enrolled to undertake the course

Standards means the *Standards for Registered Training Organisations (RTOs) 2015* of the VET Quality Framework which can be accessed from www.asqa.gov.au, also referred to as SRTOs.

Policy

1. Protection of fees paid in advance

- Training Helps protects the fees that are paid in advance by the learners.
- Training Helps will not accept payment of more than \$1500 in advance from learners before the commencement of each course. Following course commencement, we may require payment of additional fees in advance from learners but only such that at any given time, the total amount required to be paid which is attributable to tuition or other services yet to be delivered to the learners for a single course does not exceed \$1,500.
- Full payment for the short course is required at the time of application and booking through our website.

2. Fees and refund information

- Fee information relevant to a course is outlined in the Conditions of Enrolment and summarised on the Course Outline as well as in Training Helps's Learner Handbook. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment or commencement of training, whichever is first.
- Prior to enrolment or receipt of payment, fee and refund information is provided to learners including:
 - All course fees, including both tuition fees and non-tuition fees and the period to which these fees apply
 - Any additional charges that may apply and the circumstances in which they apply
 - The potential for changes to fees over the duration of the course
 - Payment options (including that Training Help will not accept payment of more than \$1500 from learners before the commencement of each course)
 - Refund and refund process
- The Learner Handbook which are provided prior to enrolment, includes this Fees and Refunds Policy and Procedure and informs the learner of their consumer rights. Learners are required to sign the Learner Agreement in acknowledgement of the terms and conditions of the enrolment and this policy.

- Where an employer is paying for a learner's course, an Employer Agreement will be provided at the time of enrolment outlining the total fees, payment terms and schedule of payments applicable.

3. Course fee inclusions

- The Conditions of Enrolment and the Enrolment Agreement will clearly itemise all course fees, including both tuition and non-tuition fees.
- Tuition fees include:
 - All of the training and assessment required for learners to achieve the qualification or course in which they are enrolling within the attempts allowed.
 - Issuance of one set of certification documents including the testamur (certificate) and record of results or a Statement of Attainment (in the case of withdrawal or partial completion).
- Non-tuition fees may include (if applicable):
 - Application fee and resource fee
 - One copy of the required text books and learning materials for each learner unless otherwise stated on the Course Outline.
 - Additional fees that apply for re-enrolment, where a learner fails to achieve a satisfactory outcome after three attempts at an assessment tasks
 - Re-issuance or additional copies of certification documents will attract a fee of \$50 per document, plus postage if required.
 - Fees for deferral of study, late payment of tuition fees, or other circumstances in which additional fees may apply.
 - Any optional textbooks and materials that may be recommended but not required to complete a course.
 - Replacement textbooks if original copies are lost or misplaced. Costs for replacement textbooks are outlined on the Learner Agreement..
- Training Helps cannot guarantee that learners will successfully complete the course in which they enrol regardless of whether all fees due have been paid.

4. Payments

- Payments can be accepted by electronic transfer (EFT), direct debit, money order or cheque.
- Training Helps will use the third party service to accept EFT payment including direct debit payment. Additional service fees may be charged for the direct debit arrangement.
- Learners 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.
- Debts will be referred to a debt collection agency where fees are more than 40 days past due.
- Training Helps reserves the right to suspend the provision of training and/or other services until fees are brought up to date. Learners 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.

5. Refunds for learners

- A full refund of any fees paid (including the deposit) will apply if Training Helps is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances (Training Helps defaults).
- In the unlikely event that Training Helps is unable to deliver the course or any portion of the course as promised, the learner will be issued with a refund for the course or portion of course that was not provided. This includes the following situations ((Training Helps defaults):
 - Where Training Helps ceases to operate.
 - Where Training Helps ceases to deliver the course in which a learner is enrolled and the agreement is terminated.
 - Where Training Helps needs to make a change to the terms of the learner agreement (such as the way the course is delivered or conditions of enrolment) and a new agreement cannot be reached with the learner to account for changes.
- In any of the above situations, Training Helps will automatically conduct a refund assessment of all affected learners and issue the refunds due accordingly. In these cases there is no need for a learner to make an individual application for a refund. Refunds will be issued within 28 days.
- Learners who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the *Application for Refund Form*. The application must include the details and reason for the request. Learners who have not completed a Withdrawal Form are not eligible for consideration of a refund or reduction in fees.
- The refund assessment will be based on reviewing the services provided to the learner and the costs incurred by Training Helps to provide those services.
- The outcome of the refund assessment will be provided in writing to the learner's registered address within 28 days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our *Complaints and Appeals Policy and Procedures*.
- A learner not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the learner to a refund.
- RPL application fees are non-refundable.

6. Special Circumstances

Where evidence can be successfully provided to support the learners' circumstances, course fees may either be transferred to the next available course where applicable or a refund of unspent tuition fee will be issued. The decision of assessing the extenuating circumstances rests with the PEO and shall be assessed case by case.

Where a learner withdraws from the course because of exceptional and extenuating circumstances of a compassionate nature, supported by satisfactory evidence, course fees may either be transferred to the next available course where applicable or a refund of unspent tuition fee will be issued, less any administration fees, will be refunded. The decision of assessing the extenuating circumstances rests with the CEO and shall be assessed case by case. Such special circumstances include:

- serious illness – verified by a medical certificate
- family or personal tragedy
- acts of God
- acts of Government authorities, for example the learner is prevented from commencing studies in the agreed course of study.

7. Refund Scenario and Schedule

The table below provides a list of the situations a learner may apply for a refund and the amount of refund the learner is entitled to:

Refund Scenario	Refund Amount
Application Fee	Non-refundable
Training Helps Default <ul style="list-style-type: none"> Course withdrawn by Training Helps (before the course start date) No alternative course offered by the Provider and accepted by the Learner the course is not provided fully because the Provider has a sanction imposed by the Government Regulator Provider fails to commence the course on the agreed commencement date 	Full Refund of Application fee + all prepaid Course Fees* (*Course Fee = tuition fees + material fee received by the Provider from the Learner) Or, Unspent Pre-paid Tuition Fee if the course has commenced and units have progressed /completed. Prepaid tuition fee may be transferred to an alternative enrolment where the learner agrees
Learner Withdraws from a Course <ul style="list-style-type: none"> 14 days prior to course commencement date 	100% Tuition fee and 100% Resource Fee less admin fee of \$150
<ul style="list-style-type: none"> 7 days prior to course commencement date 	50% Tuition fee and 100% Resource Fee less admin fee of \$150
<ul style="list-style-type: none"> on or after the agreed course commencement date 	No Refund. In all cases we will hold a credit for you for the non-refunded portion so you can use it to complete a course with us within 6 calendar months.
<ul style="list-style-type: none"> Due to confirmed extenuating circumstances** 	Unspent Tuition Fee of the following term
Learner abandons the course without notice	No refund of any prepaid tuition fee and the balance of all outstanding fees for the course to be invoiced to the learners

8. Recording and payment of refunds

- Refunds, if approved, will be paid to the person or organisation that made the original payment.
- Refund assessments can be appealed following our *Complaints and Appeals Policy and Procedure*.
- Records of refund assessments and issuance of refunds will be stored securely on the learner's file and in our accounts keeping system.

9. Publication

- Training Helps will publish this policy in the Learner Handbook and on its website.

Procedures

1. Payment of fees

Procedure	Responsibility
<p>a. Payment invoices</p> <ul style="list-style-type: none"> All domestic learner should pay their deposit/enrolment fee upon enrolment, preferably prior to course commencement. Ensure they have accepted condition of enrolment and is on file before invoicing. Raise an invoice for the amount in line with the payment schedule for the relevant course. Learners have 14 days to pay an invoice or as per agreed payment plan Keep a copy of the invoice on the learner's file. Payment for shortcourses must be made in full at the time of application/ booking through the website 	Admissions Officer
<p>b. Fee instalment invoices</p> <ul style="list-style-type: none"> Charge fee instalments in line with the relevant payment plan for the course, outlined in the condition of enrolment. Ensure all payment terms, conditions and amounts are as indicated on the invoice unless a record of an agreed or advised change is in writing and the conditions of such a change were outlined on the initial agreement. Learners have 14 days to pay an invoice. Once receive the payment receipt, forward the receipt to Accountant. Keep a copy of the invoice on the learner's file. 	Admissions Officer (initial payment) Administration Officer (future instalment payment)
<p>c. Receiving payments</p> <ul style="list-style-type: none"> Ensure fees paid in advance is not more than \$1500 prior to the commencement of the course. Record payments against the relevant invoice on the accounting/financial system Provide the learner with a receipt. 	Accountant
<p>d. Managing overdue fees</p> <ul style="list-style-type: none"> Accountant to send out statements monthly to Administration Officer listing learners to show outstanding fees. Administration Officer to call learners where payments are more than 14 days overdue. Any learner with an invoice over 40 days past due should be referred to the debt collection agency. 	Administration Officer & Compliance Manager

Fees Payment and Refund Policy & Procedures



Procedure	Responsibility
<ul style="list-style-type: none"> Refer to Compliance Manager about suspending training until fees are brought up to date. If training is suspended send a letter to the learner advising of suspension until payment is made. Compliance Manager to advise Trainer/Assessor. Where fees continue to be unpaid, Administration Officer refer to Compliance Manager to consider withdrawal. 	

2. Refunds

Procedure	Responsibility
<p>Processing refunds</p> <ul style="list-style-type: none"> If a course is cancelled by Training Helps, learners who have enrolled and paid their deposit/enrolment fee should be automatically issued a refund. Notify them in writing and issue refund. Record on file. Learners who withdraw from their course and seek a refund are to make a request for a refund in writing. To make an assessment of a refund due, consider the services the learner has received. Consider the following: <ul style="list-style-type: none"> Text books provided Training received – number of classes attended, visits received, online training Individual support provided by the trainer/assessor Assessments marked Consider the costs incurred by Training Helps as per above, plus the fees paid by the learner to calculate a suitable refund. Refund assessments are to be approved by CEO. Notify the learner in writing of the outcome of the refund assessment and make payment of refund where applicable. Process refunds within 28 days. Keep a copy of the refund assessment on the learner’s file. 	<p>Administration Officer/ Accountant CEO</p>