

## SWTS SC5-VTG: Fees and Refunds Policy & Procedures

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### Purpose

The purpose of this policy and procedure is to outline SWTS approach to managing fees and refunds and to demonstrate how fees paid in advance are protected by SWTS

This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards.

Additionally, SWTS is contracted by the Victorian Department of Education and Training to provide funded nationally recognised training to Eligible Individuals under the Victorian Training Guarantee Program in 2016. This policy and procedure contributes to compliance against the Contract and in particular, the Guidelines about Fees issued by the Department.

### Definitions

**VRQA** means Victorian Registration and Qualifications Authority which is responsible for the regulation of education and training providers and qualifications in Victoria

**Contract** means the VET Funding Contract for the Victorian Training Guarantee Program issued by the Department

**Department** means the Victorian Department of Education and Training

**Eligible Individual** means an individual who is eligible for government subsidised training in accordance with the eligibility requirements set out in the VET Funding Contract and related guidelines

**Fee Payer** means the nominated payer of a students course fees, usually either the student or the employer paying on behalf of the student

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

**SRTOs** means the Standards for RTOs 2015 – refer definition of ‘Standards’

**Standards** means the Standards for Registered Training Organisations (RTOs) 2015 of the VET Quality Framework which can be accessed from [www.vrqa.gov.au](http://www.vrqa.gov.au)

**Tuition Fee** means the amount that SWTS charges for government funded students under the VTG program for a course based on the rules issued by the Department

**VTG** means Victorian Training Guarantee Program

**VTG Funded Student** has the same meaning as Eligible Individual

## Policy

Fees and charges are any costs payable to SOUTH WEST TRAINING SERVICES by students relating to their training, assessment and certification in a course. (in line with Clauses 5.3 and 7.3 of the Standards)

### Information about fees and charges

- SWTS protects the fees that are paid in advance by students.
  - SWTS doesn’t require a student to pay no more than \$1000 prior to the commencement of the course. Following course commencement, SWTS may require payment of additional fees in advance from the student 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 student does not exceed \$1,500.
- Fee information relevant to a course is outlined in detail on the Statement of fees and summarised on the Course Outline as well as the RTO’s website. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment or commencement of training, whichever is first.
- Fee information includes:
  - All costs for the course including any materials fees or levies
  - Payment terms
- The Statement of fees and the Student Handbook which are provided prior to enrolment, includes this Fees and Refunds Policy and Procedure and inform the student of their consumer rights. Students are asked to sign the Student Agreement in acknowledgement of the terms and conditions of the enrolment and this policy.
- Where an employer is paying for a student’s course, an Employer Agreement will be provided at the time of enrolment outlining the total fees, payment terms and schedule of payments applicable.
- At SWTS, student must pay a Student Services Fee of \$70 at the enrolment of any of the course.

### 1. Fees and charges for VTG funded students

- Tuition Fees for VTG government-funded students are set in accordance with the Guidelines about Fees issued by the Department each year. Tuition fees will be based on a set rate per nominal hour in a student’s course. Tuition fees may or may not be applicable to a course.

- For some courses, a Materials Fee applies which is additional to the Tuition Fees. Students cannot receive their text books and materials until this is paid.
- Tuition Fees will not be charged for any units that have a Credit applied.
- Tuition Fee waivers will be granted to the following individuals:
  - A student who is from the Lazarus Transition Centre (as a prisoner within the meaning of the Corrections Act 1986).
  - A student who is required to undertake the course pursuant to a community based order made under the Children, Youth and Families Act 2005.
  - A student who is referred with a standard Young People Transitioning form Care Referral Form.
- Tuition fee waivers as outlined above can only be granted where SWTS has the appropriate evidence as required by the Department.
- All VTG government-funded students will receive a Statement of Fees prior to enrolment which is an individualised quote for the course they are enrolling in. This will include:
  - the code, title and currency of the training product in which the student is to be enrolled
  - the training and assessment, and related educational and support services SWTS will provide to the student including the:
    - estimated duration
    - expected locations at which training and assessment will occur
    - expected modes of delivery
    - any work placement or practical placement arrangements.
  - the approximate value of the government contribution expressed in dollars, and
  - any other applicable fees, such as student services, amenities, goods or materials.

## 2. Course fee inclusions

- **Course and tuition fees include:**
  - All of the training and assessment required for students to achieve the qualification or course in which they are enrolling within the attempts allowed. However, in the case of re-assessment, where a student fails to achieve a satisfactory outcome after three attempts at an assessment task, an additional fee may apply for additional training and re-assessment. This fee is outlined on the Statement of Fees.
  - One copy of the required text books and learning materials for each student unless otherwise stated on the Course Outline.
  - Course fees do not include required text books and learning materials. These are at an additional cost, as outlined on the Course Outline. Textbooks can either be purchased from SWTS or external textbook providers as indicated on the Student Agreement.
  - Issuance of one set of certification documents including the testamur (certificate) and record of results and/or a Statement of Attainment (in the case of withdrawal or partial completion). Re-issuance or additional copies of these documents will attract a fee of \$20 per document.

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- **Course and tuition fees do not include:**

- 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 Student Agreement.
  - Uniform (if required for placement) cost of \$25.
  - Re-issuance of AQF certification documents – a cost of \$20 per document applies.
  - Study mode change fees \$80
  - Deadline extension fees \$50
  - Study extension fees \$300
  - Not yet competent fees \$100
- SWTS cannot guarantee that students will successfully complete the course in which they enrol regardless of whether all fees due have been paid.

### 3. Payments

- Payments can be accepted by EFTPOS, electronic transfer, credit card or direct debit.
- 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.
- SWTS 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.

### 4. Refunds for fee-for-service students

- All course fees for fee-for-service students include a non-refundable deposit which is detailed on the Course Outline and Student Agreement. The deposit is non-refundable, except in the circumstances detailed below.
  - A full refund of any fees paid (including the deposit) will apply where a student withdraws or cancels their course in writing within the cooling off period. The cooling off period is 7 days and applies from the date of first enrolment or sign-up. (note this has to be added based on statutory regs in each state You may not need a cooling off period depending on the sales approach used)
  - A full refund of any fees paid (including the deposit) will apply if SWTS is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- A refund of fees paid may also apply in the following circumstances:

- Where SWTS (or any related third parties delivering training and assessment) ceases to operate, a partial refund may apply. The refund will be for any fees paid for training that is not able to be delivered.
- Where SWTS ceases to deliver the course in which a student is enrolled and the agreement is terminated, a partial refund may apply. The refund will be for any fees paid for training that is not able to be delivered.
- In the unlikely event that SWTS is unable to deliver the course as promised, the student will be issued with a refund for any portion of the course that was not provided. The refund will be a pro-rated amount per unit that was not able to be delivered.
- In any of the above situations, SWTS will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. In these cases there is no need for a student to make an individual application for a refund. Refunds will be issued within 28 business days.

## 5. Refunds for VTG funded students

- Student service fee is non-refundable.
- A full refund will also apply if SWTS is required to cancel a course due to insufficient numbers or other unforeseen circumstances.
- Refunds will not be provided for materials fees if the student has received any or all course materials.

## 6. Publication

- SWTS will publish in a prominent place on its website the following:
  - Standard tuition fees payable for each qualification/ course it offers under the VET Funding Contract, including concession rates and any other fees including but not limited to student services, amenities, goods, materials or administration fees.
  - Costs for fee for service programs.
  - This Fees and Refunds Policy.

## 7. Financial Hardship

- Students enrolled with South West Training Services may apply for special consideration with regard to their fees if they are experiencing financial hardship. Financial hardship is defined by South West Training Services as follows:
- Where a student is unable to discharge their financial obligations because of illness, unemployment or other reasonable cause. South West training being a not for profit organisation will provide opportunity to the eligibility FFS students to study at the discounted fees if approved by the management.
- Any student who would like to apply for an amendment to their fees or payment schedule due to financial hardship will be required to complete a *Financial Hardship form*. This form is to be completed prior to enrolment with South West Training Services, or in the event of unforeseen circumstances, during enrolment.

- In making application, the student should include the reason(s) behind their hardship. This may include (but is not limited to):
  - receipt of pension / government support
  - single carer status
  - dependants living with you
  - unexpected medical or other health issues, especially if likely to be prolonged
  - young person who is refused school entry
  - young person (under 25) living independently (with no parental support)
  - homelessness
  - long term unemployed
  - recent loss of job, and enrolment at South West Training Services for purposes of retraining
  - career change required due to reduced physical capacity
  - New to the country
- Each case is handled individually and all decisions made are at the sole discretion of the RTO Director.
- The RTO Director may also devise payment plans for students experiencing financial hardship. It is expected that students will agree to and adhere to the payment plans provided to them.

## Other fees

### Certificate Reprint fee

No fee is charged for the student's initial certificate. Students requiring a second copy of their certificates will be charged \$20 for each additional copy or reprint.

### Deadline Extension Fee

If a student wants to extend a deadline and/or has not completed the course requirements by the deadline date, a deadline extension Fee of \$50 for 2 months extension will be charged. Deadline to complete Cert III courses is 12 months and for Diploma is 18 months.

### Study Extension Fee

If a student unable to complete their course within the course completion time. They may request a study extension up to a maximum of 6 months. This will incur a fee of \$300.

### Change of class or study mode

Study mode change request Form application form must be completed in order to change the study mode. Any changes to an enrolment will incur a fee of \$80. Ex. Classroom to online, online to classroom or change of class days.

In exceptional circumstances student may request for an exemption from the fees. This will determine by the RTO Manager based on student's individual circumstance.

### **Qualification Completion Date**

If students have not submitted all relevant assessments by the last due date on their schedule, then they will need to re-enrol into the next available course to complete their studies. A full payment fee of \$70 for re-enrolment will apply.

### **Placement T-Shirt**

It is recommended that the student wear a SWTS T-shirt for their placements. This can be purchased for a cost of \$25 at the time of their practical placement commences.

### ***SHORT COURSES***

Short Courses must be paid in full prior to attendance as payment plan options do not apply for short courses.

**Refunds will not be provided for short courses not attended unless exceptional circumstances apply. In this case, refunds may be arranged at the discretion of the RTO Director.**

### **INFORMATION APPLICABLE TO ALL STUDENTS**

Please be advised that Terms and Conditions are also outlined on the Enrolment form, and signed by each student on enrolment. This form will be explained to each student by SOUTH WEST TRAINING SERVICES administration.

Prior to enrolment, each student is provided with an itemised list of all applicable fees and charges, including payment terms. Government funded students are also provided with a breakdown of their tuition fee per scheduled hour.

Fees will not be requested more than six (6) weeks prior to a course commencement date.

The Secretary of the Department of Education, or the Secretary's delegate, will be the respondent for cases that are brought before the AAT. Upon the Department's receipt of a notification from the AAT, the Department will notify SOUTH WEST TRAINING SERVICES that an appeal has been lodged. Upon receipt of this notification from the Department, the Review Officer will provide the Department with copies of all the documents that are relevant to the appeal within ten (10) business days.

### **Publication**

This policy and the procedure are published on the South West Training Services website to ensure Students have up to date and accurate information publicly available to them.

### **Further information – applicable to all students**

#### **South West Training Services Cancellations or Postponements**

Please refer to the Statement of VET Tuition Assurance, available on the South West Training Services website, for further information.

This document outlines the rights of a students should South West Training Services not be in a position to deliver the courses it had initially advertised. Please note that South West Training Services is a member of the Australian Council for Private Education and Training (ACPET) Australian Student Tuition Assurance Scheme. This scheme assists the provider meet its obligations in circumstances such as this and ensures that the rights of students are protected.

### What is a Census Date?

This refers to the deadline for various requirements, including submitting a Request for Commonwealth assistance form, making any up-front payments of student contributions or tuition fees and formally withdrawing from any units. A Census Date calculator is available on the South West Training Services website.

## Procedures

### 1. Student fees

Refer

- SRTOs: Clauses 5.3, 7.3
- VRQA: Guideline 3
- AQTF: Condition 5, element 2.3
- Contract: Clause 4.2, 9.7, 9.10 and Schedule 1: Clause 1.4, 6, 12.2, 13.35, 13.40, 14.9 and the Guidelines about Fees

Procedure	Responsibility
<b>A. Deposit invoices</b> <ul style="list-style-type: none"> <li>• All fee-payers should pay their material fees /student service fee upon enrolment, preferably prior to course commencement. Raise an invoice for the amount in line with the payment schedule for the relevant course.</li> <li>• Keep a copy of the invoice on the student's file.</li> </ul>	Administration team
<b>B. Fee instalment invoices – fee-for-service students</b> <ul style="list-style-type: none"> <li>• Charge fee instalments in line with the relevant payment schedule for the course, outlined on the Student Agreement/ Course Outline.</li> <li>• Keep a copy of the invoice on the student's file.</li> </ul>	Administration team
<b>C. Invoices – VTG funded students</b> <ul style="list-style-type: none"> <li>• Invoices should be raised in line with relevant published Tuition Fees and as agreed to on the <i>Student Agreement</i>.</li> <li>• If Credits apply, reduce the fees by the nominal hours times the tuition fee per hour for the relevant units. This does not apply to materials fees.</li> <li>• Ensure waivers are granted where there is suitable evidence – refer to policy and Guidelines about Fees for evidence required.</li> <li>• Evidence of concession and fee waivers must be kept in the student's file.</li> </ul>	Administration team



Procedure	Responsibility
<ul style="list-style-type: none"> <li>Ensure the student has been provided with their Statement of Fees – an individualized quote for any relevant fees in their course.</li> <li>Ensure correct tuition fees and other fees are reported in AVETMISS files against the student’s enrolment, including ensuring that Concession fees or waivers have been reported where applicable.</li> </ul>	
<b>D. Receiving payments</b> <ul style="list-style-type: none"> <li>Payments may be made by EFTPOS, cash, direct bank transfer, credit card or direct debit.</li> <li>Record payments against the relevant invoice on insert name of financial system</li> <li>Provide the student with a receipt.</li> </ul>	Administration team
<b>E. Managing overdue fees</b> <ul style="list-style-type: none"> <li>Send out statements monthly to students to show outstanding fees.</li> <li>Call students where payments are more than 14 days overdue.</li> <li>Refer to the RTO Manager about suspending training until fees are brought up to date. If training is suspended send a letter to the student advising of suspension until payment is made. Advise Trainer/Assessor.</li> <li>Where fees continue to be unpaid, refer to RTO Manager to consider withdrawal.</li> </ul>	Finance Manager

## 2. Refunds

Refer

- SRTOs: Clauses 5.3, 7.3
- VRQA: Guideline 3.3
- AQTF: Condition 5, element 2.3
- Contract: Clause 4.2, 9.7, 9.10 and Schedule 1: Clause 1.4, 6, 12.2, 13.35, 13.40, 14.9 and the Guidelines about Fees: Section 5 and 6

Procedure	Responsibility
<b>A. Processing refunds – fee-for-service students</b> <ul style="list-style-type: none"> <li>If a course is cancelled by SWTS, students 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.</li> <li>Students who withdraw from their course and seek a refund are to make a request for a refund in writing.</li> <li>To make an assessment of a refund due, consider the services the student has received. Consider the following:</li> </ul>	Finance Manager

Procedure	Responsibility
<ul style="list-style-type: none"> <li>– Deposit/enrolment fee is non-refundable – this covers administration time for enrolment and induction process.</li> <li>– Text books provided</li> <li>– Training received – number of classes attended, visits received, online training</li> <li>– Individual support provided by the trainer/assessor</li> <li>– Assessments marked</li> <li>• Consider the costs incurred by SWTS as per above, plus the fees paid by the student to calculate a suitable refund. Refund assessments are to be approved by Director /Finance Manager.</li> <li>• Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable.</li> <li>• Keep a copy of the refund assessment on the student’s file.</li> </ul>	
<p><b>F. Processing refunds – VTG funded students</b></p> <ul style="list-style-type: none"> <li>• If a course is cancelled by us, students who have enrolled and paid their fees are to be automatically issued a refund. Notify them in writing and issue refund. Record on file.</li> <li>• Students who withdraw from their course can make a request for a refund in writing. A withdrawal form must be provided in order to issue a refund. For government-funded students, student service fee is non refundable.</li> <li>• Refund assessments are to be approved by the RTO Director/Finance Manager.</li> <li>• Notify the student in writing of the outcome of the refund assessment</li> <li>• Record refund in the accounting system and make payment of the refund.</li> <li>• Keep a copy of the refund assessment on the student’s file.</li> </ul>	RTO Director/ Finance Manager
<p><b>G. Financial Hardship</b></p> <ul style="list-style-type: none"> <li>• Student contacts South West Training Services and expresses an interest in a course offered;</li> <li>• Student requests <i>Financial Hardship Form</i> from RTO Administration;</li> <li>• Completed form to be returned to RTO Administration;</li> <li>• Application to be considered within 5 working days;</li> <li>• Outcome of Application sent to student in writing (may also include verbal confirmation over the phone);</li> </ul>	RTO Director

Procedure	Responsibility
<ul style="list-style-type: none"> <li>Student to decide whether to proceed with enrolment or not; If decision made to proceed with enrolment, normal enrolment process followed.</li> </ul>	

### Document Control

<b>Document No. &amp; Name:</b>	SWTS SC5-VTG - Fees and Refunds P&P V2.0
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