

## SC5-SF: Fees and Refunds Policy & Procedures

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### Purpose

The purpose of this policy and procedure is to outline Angel Institute of Education's approach to managing fees and refunds and to demonstrate how fees paid in advance are protected by Angel Institute of Education. This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards.

Additionally, Angel Institute of Education 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

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

**Contract** means the 2017 VET Funding Contract for the Skills First 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 student's 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.

**Skills First** means the Skills First Program funded by the Department.

**Skills First Student** has the same meaning as Eligible Individual.

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

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

**Tuition Fee** means the amount that Angel Institute of Education charges for government funded students under the Skills First program for a course based on the rules issued by the Department.

### Policy

#### 1. Information about fees and charges

- Angel Institute of Education protects the fees that are paid in advance by students.
  - Angel Institute of Education does not require a student to ever pay more than \$1500 in advance for services not yet provided, either prior to course commencement or at any stage during their course. Fees will be paid off during the course in instalments according to a set payment plan.
- Fee information relevant to a course is outlined in detail on the statement of fees as well as the RTO's website under students tab. 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
  - Fees for Skills First programs in line with the Department's Guideline about Fees.
- The Student Handbook which are provided prior to enrolment, includes this Fees and Refunds Policy and Procedure
- Students have the right to a 'cooling off period' if they signed up to a course as a result of tele-marketing or door-to-door sales. The cooling off period is 7 days from the date they signed their Agreement. To exercise this right, the student must notify our office in writing within 7 days of enrolment.

#### 2. Fees and charges for Skills First students

##### Tuition Fees

- Tuition Fees for Skills First 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.
- Tuition Fees will not be charged for any units that have a Credit applied.
- 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. Students can also buy material or text books from outside.
- Since Angel Institute of Education is not an approved RPL funded provider, Skills First students wanting to complete RPL will be required to pay full fees for any RPL units.
- The published Tuition Fees for Skills First students are subject to change given individual circumstances at enrolment.

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### Concessions

- Concession fees apply to Skills First students who enrol in a course at Certificate IV level or lower, and can provide evidence of entitlement to concession.
  - To be eligible for concession rates, the student must, on the date of enrolment:
    - Be a holder of a current Commonwealth Health Care Card or a spouse or be a dependent child of a card holder
    - Be a holder of a Pensioner Concession Card or be a spouse of, or a dependent child of a card holder
    - Be a holder of a Veterans Gold Card
  - A copy of the card must be provided to our office prior to the commencement of training.
  - Concession fees will be 20% of the normal Tuition Fee.
  - Concession rates are only applied to Tuition Fees and do not apply to other fees such as materials fees.
  - Concession fees also apply to any Skills First student enrolled under the Asylum Seeker VET Program.
- Concession fees will also apply to students who are Aboriginal or Torres Strait Islander and students that enrol under the Asylum Seeker VET program, enrolling at any level course.
- Job Service agencies referring Job Seekers to participate in a Skills First course with Angel Institute of Education will be required to pay the difference between the normal Tuition Fee and the Concession Fee if the Job Seeker is eligible for concession.

### Fee Waivers

- Tuition Fee waivers will be granted to the following individuals, meaning that no Tuition Fees need to be paid for these students:
  - 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 from Care Referral Form.
- Tuition fee waivers as outlined above will only be granted where Angel Institute of Education is provided with the appropriate evidence as required by the Department.

### Statement of Fees

- All Skills First students will receive a Statement of Fees at 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 including:
    - estimated duration
    - expected locations at which training and assessment will occur
    - expected modes of delivery

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- the hourly tuition fees relevant to the individual enrolment taking account of any applicable concessions or waiver/exemptions
- any other applicable fees.

### 3. 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 Student Agreement.
  - Course fees do not include required text books and learning materials. Textbooks can either be purchased from Angel Institute of Education or external textbook providers
  - 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 \$50 per document.
- 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.
  - Stationery such as paper and pens.
  - Re-assessment if required, as outlined above.
  - Re-issuance of AQF certification documents – a cost of \$50 per document applies.
- Angel Institute of Education cannot guarantee that students 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
- 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.
- Angel Institute of Education 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.

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

- 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.

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- A full refund of any fees paid (including the deposit) will apply if Angel Institute of Education is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- In the unlikely event that Angel Institute of Education or any third parties responsible for delivering training and assessment on its behalf, is unable to deliver the course or any portion of the course as promised, the student will be issued with a refund for the course or portion of course that was not provided. This includes the following situations:
  - Where Angel Institute of Education or any third parties delivering training and assessment on its behalf ceases to operate.
  - Where Angel Institute of Education ceases to deliver the course in which a student is enrolled and the agreement is terminated.
  - Where Angel Institute of Education needs to make a change to the terms of the student agreement (such as the way the course is delivered or conditions of enrolment) and a new agreement cannot be reached with the student to account for changes.
- In any of the above situations, Angel Institute of Education 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.
- Students 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. Students 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 student and the costs incurred by Angel Institute of Education to provide those services.
- The outcome of the refund assessment will be provided in writing to the student's registered address within 28 business 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 Procedure*.
- A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.
- RPL application fees are non-refundable.

### 6. Refunds for Skills First students

- A full refund will be granted for Skills First students if they cancel their enrolment at least 14 days prior to their course commencing. The cancellation must be notified in writing to our head office.
- A full refund will also apply if Angel Institute of Education is required to cancel a course due to insufficient numbers or other unforeseen circumstances.
- Skills First students who withdraw from a course and wish to seek a refund must request this in writing using the *Application for Refund Form*. Students who have not completed a Withdrawal Form are not eligible for consideration of a refund. A refund will apply for the Tuition Fees paid for any units that have not been commenced.
- Refunds will not be provided for materials fees if the student has received any or all course materials.

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- The outcome of the refund assessment will be provided in writing to the student's registered address, within 28 business 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 Procedure*.

### 7. Recording and payment of refunds

- Refunds will be paid to the Fee Payer, 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 student's file and in our accounts keeping system.

### 8. Publication

- Angel Institute of Education 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. The following caveat will be displayed with all fees: *The student tuition fees as published are subject to change given individual circumstances at enrolment.*
  - Costs for fee for service programs.
  - This Fees and Refunds Policy.

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### Procedures

#### 1. Student fees

Refer

- SRTOs: Clauses 5.3, 7.3
- Contract: Clause 5.2, 10.9 and Schedule 1: Clause 1.2, 1.5, 4.7, 6, 12.2, 17.4 and the Guidelines about Fees

Procedure	Responsibility
<p><b>A. Invoices for Fee-for-service students</b></p> <ul style="list-style-type: none"> <li>• Upon enrolment, raise deposit/first invoice in accordance with Student Agreement and agreed payment schedule.</li> <li>• Keep a copy of the invoice on the student's file.</li> <li>• Setup remaining invoices for the course as per the payment schedule as draft/pending invoices.</li> </ul>	Administration team/ Bookkeeper
<p><b>B. Invoices for Skills First students</b></p> <ul style="list-style-type: none"> <li>• Prior to enrolment, ensure the student has been provided with their Statement of Fees – an individualised quote for all relevant fees in their course.</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 and other fees.</li> <li>• If the student is eligible for a concession or fee waiver, apply the reduced rate as per below.</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> <li>• In the student management system, in Client Tuition Fee field, report the actual hourly rate (in cents) that the student was charged as their student tuition fee for their enrolment in the unit, being the tuition fee for that unit.</li> <li>• In the student management system, against the Fee/Exemption Concession Type Identifier, record identifier as Z – None.</li> </ul>	Administration team
<p><b>C. Concession fees for Skills First Students</b></p> <ul style="list-style-type: none"> <li>• Concessions apply in the following situations: <ul style="list-style-type: none"> <li>– Any student who self-identifies as being of Aboriginal or Torres Strait Islander descent and this is indicated on the enrolment form, apply the concession fee (for courses at any level).</li> <li>– OR</li> <li>– If the student is enrolled under the Asylum Seeker VET program, apply the concession fee.</li> <li>– OR</li> </ul> </li> </ul>	

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Procedure	Responsibility	
<ul style="list-style-type: none"> <li>- The student is enrolling in a Certificate IV level course or lower. AND meets the one of the following requirements:               <ul style="list-style-type: none"> <li>- The student holds a Health Care Card, Pensioner Concession Card or a Veteran's Gold Card, current on the date of enrolment, or</li> <li>- The student is a dependant spouse or a dependant child of a holder of one of the above cards at the time of enrolment.</li> </ul> </li> <li>• If the student is eligible for concession and is also a referred Job Seeker with a standard Job Seeker Referral Form, keep a copy of the original Job Seeker Referral Form. The Department will not contribute to revenue foregone for referred Job Seekers as a result of charging a job seeker a concession fee. Charge the different between concession fee and full fee to the referring agency, provided that written agreement has been obtained from the referring agency.</li> <li>• Sight and retain a copy of the concession card prior to commencement of training. Students should be given no more than one week after enrolment to provide their copy of the Concession card, otherwise full fees will apply.</li> <li>• If the concession card is presented via Digital Wallet through a Centrelink Express Plus mobile application, of which a copy is not possible, make a written declaration and attach it to the student's file stating that the digital concession card has been sighted. The declaration must cover the requirements outlined in Clause 3.9 of the Department's Guidelines about Fees.</li> <li>• Apply the Concession rate to the Tuition Fees which is 20% of full Tuition Fee. Concession does not apply to materials and other 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> <li>• In the student management system, in Client Tuition Fee field, report the actual hourly rate (in cents) that the student was charged as their student tuition fee for their enrolment in the unit, being 20% of the tuition fee.</li> <li>• In the student management system, against the Fee/Exemption Concession Type Identifier, record the following, as applicable.</li> </ul>		
Type	Identifier	Eligible for concession/ waiver contribution from the Department
Health Care Card	H	Yes – concession
Job Seeker concession card holder	J	No – Not from Department
Job Seeker NOT holding concession card	K	No – not applicable



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Procedure			Responsibility
Prisoner	M	No	
Pensioner Concession Card	P	Yes – concession	
Veterans Gold card	V	Yes - concession	
<p><b>D. Fee waivers for Skills First Students</b></p> <ul style="list-style-type: none"> <li>Do not charge tuition fees, and apply a fee waiver, for any Skills First individuals: <ul style="list-style-type: none"> <li>Who are from the Judy Lazarus Transition Centre (as a prisoner within the meaning of the Corrections Act 1986).</li> <li>Who are required to undertake the course pursuant to a community based order made under the Children, Youth and Families Act 2005.</li> <li>Referred with a standard Young People Transitioning From Care Referral Form.</li> <li>Who have a letter from the Department providing them with a fee exemption.</li> </ul> </li> <li>Appropriate evidence to support the fee waiver must be kept on file as follows, respectively: <ul style="list-style-type: none"> <li>Retain a copy of written confirmation from the management of the Judy Lazarus Transition Centre that the individual meets the requirements of Clause 2.4 of the Department’s Guidelines about Fees.</li> <li>Retain a copy of written confirmation from the relevant Youth Justice Unit of the Victorian Department of Human Services that the individual meets the requirements of clause 2.6 of the Department’s Guidelines about Fees.</li> <li>Retain the original Young People Transitioning From Care Referral Form, and return a copy to the relevant referring agency.</li> </ul> </li> <li>In the student management system, in Client Tuition Fee field, report the actual hourly rate (in cents) that the student was charged as their student tuition fee for their enrolment in the unit, being \$0.00.</li> <li>In the student management system, against the Fee/Exemption Concession Type Identifier, record the following:</li> </ul>			
Type	Identifier	Eligible for concession/ waiver contribution from the Department	
Judy Lazarus Transition Centre	X	Yes – waiver	
Community Based Order under Children, Youth and Families Act	X	Yes - waiver	
Young People Transitioning from Care	E	Yes – waiver	
Letter from Department	Y	Yes	

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Procedure	Responsibility
<p><b>E. Receiving payments</b></p> <ul style="list-style-type: none"> <li>• Payments may be made by direct bank transfer</li> <li>• Provide the student with a receipt.</li> <li>• Put a copy of the receipt in the student's file for Skills First students.</li> </ul>	Administration team
<p><b>F. Managing overdue fees</b></p> <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 Admin Team 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 Admin Team to consider withdrawal.</li> </ul>	Administration team

### 2. Refunds

Refer

- SRTOs: Clauses 5.3, 7.3
- Contract: Guidelines about Fees Clause 5 and 6

Procedure	Responsibility
<p><b>A. Processing refunds – fee-for-service students</b></p> <ul style="list-style-type: none"> <li>• If a course is cancelled by Angel Institute of Education, 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: <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, Individual support provided by the trainer/assessor</li> <li>– Assessments marked</li> </ul> </li> <li>• Consider the costs incurred by Angel Institute of Education as per above, plus the fees paid by the student to calculate a suitable refund. Refund assessments are to be approved by CEO/Finance Manager.</li> </ul>	Administration team

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Procedure	Responsibility
<ul style="list-style-type: none"> <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>G. Processing refunds – Skills First students</b></p> <ul style="list-style-type: none"> <li>If a course is cancelled by Angel Institute of Education, 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>If a student withdraws from their course at least 14 days prior to commencing, automatically issue a full refund.</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, only courses where the tuition fee per nominal hour is more than 50 cents are eligible for a refund.</li> <li>If a student is eligible for a refund as per above, issue a refund for any units the student hasn't participated in.</li> <li>Refund assessments are to be approved by the CEO</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>	Administration team

### 3. Publishing fees and refund information

Procedure	Responsibility
<p><b>A. Publishing information on website</b></p> <ul style="list-style-type: none"> <li>Up-to-date fees information must be published on the organisation's website, in accordance with the Contract.</li> <li>Refer to the Marketing and Advertising P&amp;P for details on the information required to be published on the website.</li> </ul>	Administration team

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### Document Control

<b>Document No. &amp; Name:</b>	SC5-SF - Fees and Refunds P&P V2.0 (ID 132443)
<b>Quality Area:</b>	Students and Clients
<b>Status:</b>	Approved
<b>Approved By:</b>	CEO
<b>Approval Date:</b>	June 2018
<b>Review Date:</b>	June 2019
<b>Standards (SRTOs):</b>	Clause 5.3; 7.3; Schedule 6.
<b>VET Funding Contract:</b>	Clause 5.2, 10.9 Schedule 1: Clause 1.2, 1.5, 4.7, 6, 12.2, 17.4 2017 Guidelines about Fees