FEE & REFUND POLICY

POLICY & PROCEDURE

NUMBER : POL057_09
VERSION : V2.1W

DOCUMENTS:
- Fee Refund Form
- Complaint & Appeals Report Form
- Complaint Appeal Register

REFERENCES:
- Appeals Policy/Procedure
- Complaints Policy/Procedure
- Privacy Act 1988
- Issuance of Parchments & Testamurs Policy/Procedure
- VET Quality Framework
- National Vocational Education and Training Regulator Act 2011
- Standards for VET Registered Training Organisations 2015
- Requirements for Fee Protection in Schedule 6 of Standards for VET Registered Training Organisations 2015
- Training & Skills Development Act SA 2008 [Traineeships]
- Competition and Consumer Act 2010
- Education Services for Overseas Students Act 2000
- Education Services for Overseas Students (Calculation of Refund) Specification 2014
- Explanatory Guidance on the Education Services for Overseas Students (Calculation of Refund) Specification 2014
- National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007

AUTHORISED: [Signature]
MANAGING DIRECTOR

DATE: 28 May 2015
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PURPOSE

The purpose of this policy is to ensure that students and staff are fully aware of the way in which participant fees and refunds are to be handled.

POLICY

It is the policy of 4Life to have fair and reasonable financial dealings with all clients and in particular students.

It is the policy of 4Life to ensure that student fees paid in advance are protected through Australian Council for Private Education and Training Tuition Protection Scheme.

Skills for All participants are regarded as Domestic Students for the purpose of the Fee & Refund policy.

PROCEDURE

Fees Management

APPLICATION ADMINISTRATION FEE

INTERNATIONAL STUDENT

An Admission Fee of $AUD250.00 is payable upon submission of application from international students.

This fee covers the administration for enrolment of International Students. Where a student can evidence compassionate or compelling circumstances 4Life will consider refund of the Admission Fee.

FEE FOR SERVICE DOMESTIC STUDENTS

A non-refundable Admission Fee of $150.00 is payable by all fee for service domestic students on submission of their application for enrolment.

Where a student can evidence compassionate or compelling circumstances 4Life will consider refund of the Deposit.

SKILLS FOR ALL STUDENTS

A deposit of $150.00 will be required for all Skills for All student enrolments and is payable on application for enrolment. The deposit will be deducted from the total course fee. If paid by the student it will be refunded to the student upon completion of the first unit of competency.

ENTERPRISE CLIENTS

Fees will be negotiated in a separate Memorandum of Understanding with individual Enterprises.

COURSE FEES

INTERNATIONAL STUDENTS

International Student Fees are payable as follows:

50% inclusive of Tuition, Materials and other Incidental Fees is due and payable no less than two weeks prior to the commencement of the qualification program. An invoice will be provided.

50% balance including Tuition, Materials and other Incidental Fees is due and payable two weeks prior to commencement of the second study period (i.e. second term). An invoice will be provided.
In special circumstances where evidence is provided 4Life may negotiate a flexible payment option for students in need. A payment plan will be documented and invoice provided.

DOMESTIC FEE FOR SERVICE STUDENTS

Course deposit is to be paid upon acceptance of placement for a program.

Fees for courses of $500 or less are to be paid a minimum of 7 days prior to commencement.

Timing of payment for fees for all other courses will be advised within the course information package and will be dependent upon a number of issues such as but not limited to:

- Total course cost;
- Course duration;

Default of payment will result in the student being suspended from the next unit(s) if they do not negotiate a payment plan with 4Life.

In special circumstances where evidence is provided 4Life may negotiate a flexible payment option for students in need. A payment plan will be documented and invoice provided.

SKILLS FOR ALL STUDENTS

Any difference in the tuition, materials and incidental fees between that funded through the Skills for All initiative and the qualification tuition fee and any deposit that may be applicable will be payable by the student 7 days prior to commencement of the course. Deposit will be refunded to student upon receipt of payment from Skills for All after completion of the first unit.

In special circumstances where evidence of hardship is provided 4Life may negotiate a flexible payment option for students in need. A payment plan will be documented and invoice provided.

ENTERPRISE CLIENTS

Fees will be negotiated in a separate Memorandum of Understanding with individual Enterprises.

Payment Facilities

Payment may be made by cheque, credit card, electronic funds transfer and/or direct debit arrangements.

Formal acknowledgement of receipt of payment will be provided to the participant within 7 days of funds clearing.

Refunds

INTERNATIONAL STUDENTS

STUDENT

1. If a visa application is rejected or cancelled prior to commencement for the following reasons:
   - failure to start the course at the location on the agreed starting day; and/or
   - withdrawal from the course at that location; and/or
   - failure to pay an amount liable to the 4Life, directly or indirectly, in order to undertake the course at that location,
4Life will not be required to pay a refund for the tuition, materials resources fees, Admission fee or accommodation placements fee.

Note: 4Life requires official confirmation from the Student's local Australian Embassy or Consulate of the Visa refusal or cancellation

2. If Visa is rejected or cancelled prior to commencement for any other reason:

- the tuition fee paid in advance will be refunded less 5% of the total amount paid in advance in respect of the course before the default day or $500.00, whichever is the lesser amount; and
- the Admission Fee of $250.00 is non refundable; and
- Fees for materials and incidental that have already been purchased or provided with will not be refunded; and
- Accommodation placement fee will not be refunded.

3. If a student cancels or withdraws for any other reason before or after commencement; or Transfers to another provider; or 4Life discontinues provision of training due to the Student's breach of Visa condition or misbehaviour they will be eligible for a refund of:

- Unused prepaid Tuition fees; and
- Unused prepaid materials resources fees.

A 10% Administration fee will be deducted from the total refund.

The $250.00 Admission Fee and the accommodation placement fee will not be refunded.

3. If a student defers studies, tuition fees for the units not commenced and materials fees not expended will be transferred to the deferred course. The Admission Fee of $250.00 will not be reapplied and fees for materials that have already been purchased or provided will not be refunded.

4LIFE DEFAULT

Where 4Life defaults through:

- the course not commencing on the agreed starting date;
- the course not being provided fully, excepting where the student's behaviour has resulted their suspension or expulsion from the course.

4Life has 14 days to fulfil its obligations:

- Whether the course has commenced or not if 4Life cancels the course it must refund all fees paid in advance that have not been spent on the completion of the course to the date of cancellation or offer a place on a future course and hold fees paid in advance in a designated account for transfer to the future course.
- If the student does not accept in writing transfer to the alternate course 4Life must refund the unexpended portion of the student's tuition fees.
• If 4Life defers the student has the option of transferring all course fees to the alternate course or a full refund of all unexpended tuition fees.

EXCEPTIONAL OR COMPELLING CIRCUMSTANCES

Where exceptional or compelling circumstances such as long term illness, death in the family, traumatic events, political upheaval in the student’s home country, can be demonstrated fees withheld may be refunded. The student will be required to evidence such circumstances.

FEE FOR SERVICE DOMESTIC STUDENTS

INABILITY TO COMMENCE COURSE

If unable to attend a course students are entitled to either:

• Nominate a suitable substitute attendee to the course;

or

• On one occasion only where due notice of 14 days has been given to defer participation to the next commencement of the same course.

EARLY DEPARTURE

If a participant leaves prior to completion of the course they will be refunded the amount of money that was paid in advance less the cost of tuition delivered and materials expended.

A refund statement will be provided.

Refunds will only be made to the person or entity who made the original payment.

STUDENT CANCELLATION

A full refund will be made where cancellations are notified 14 days or more prior to the course commencement.

Where cancellation is made less than 7 days prior to commencement 4Life will withhold the Deposit.

Failure to notify of cancellation (no-show) prior to course commencement will result in the full fee, including for materials, being forfeited.

Circumstances such as illness and traumatic events will be considered as Exceptional Circumstances for refund purposes. Students will be required to provide evidence to support claims of exceptional circumstance e.g. Illness – (doctor’s certificate) or family crisis.

4LIFE CANCELLATION

Programs may be cancelled due to low registrations.

Reasonable notice of cancellation including an offer of transfer to another program within 8 weeks will be given to students. If 4Life cannot honour the transfer within the eight (8) week period and the participant prefers, 4Life will refund full fees.

If the student does not accept in writing to transfer to another program 4Life will refund full fees.
SKILLS FOR ALL STUDENTS

STUDENT CANCELLATION

Refunds payable for any reason for monies paid by Skills for All will be made directly to Skills for All.

Where a Skills for All Student has paid a portion of fees and those fees have not been expended 4Life will refund the unexpended portion to the Student.

4LIFE CANCELLATION

Programs may be cancelled due to low registrations or unforeseen circumstances.

Reasonable notice of cancellation including an offer of transfer to another program within 8 weeks will be given to students. If 4Life cannot honour the transfer within the eight (8) week period and the participant prefers, 4Life will refund full fees.

If the student does not accept in writing to transfer to another program 4Life will refund fees to the Skills for All or the student as may be relevant.

ENTERPRISE

Refund terms will be negotiated in a separate Memorandum of Understanding with individual Enterprises.

How to Claim a Refund

Request for refunds must be made in writing to 4Life within 14 days of leaving the course.

Refunds will only be made after the fees have been cleared through 4Life’s bank account.

All course costs are calculated by direct "participant contact hours" and has no bearing on length of program in terms of training weeks.

Payment of Refund

Refunds will not be paid to a third party. All refunds will be made by direct bank transfer to the account of the person who made the original payment(s) within 28 days of receipt of application for refund.

REFUND STATEMENT

4Life will provide the student with a statement that explains how the refund amount has been calculated.

Replacement Parchments/Testamurs

A fee of $20.00 for a duplicate original parchment and $10.00 for notated copies of parchment applies. Please refer to 4Life Issuance of Parchments and Testamurs Policy/Procedure

Please note that requests for parchments a number of years in the future may entail a higher cost.

PRIORITY OF PLACES

Priority for a place within 4Life’ courses will be given to those who have made payment as per this policy.

INTERNAL REFUND PROCEDURE

1. All requests for refund are to be approved by the CEO before processing;

2. Where a refund is approved for payment:
Operations Director will approve all refund requests;
administrative staff will calculate and document the payment;
Operations Director will check and authorise the payment;
administrative staff process the payment (EFT or Cheque);

RESPONSIBILITY

Operations Director

It is the responsibility of the Operations Director to ensure:

- that participant fees paid in advance are protected;
- all stakeholders and in particular students are aware of and understand this policy;
- the policy is made available to potential students pre-enrolment, is reiterated at Induction and included as a minimum in the Student and International Student Handbooks;
- 4Life operates in a fair and equitable manner in relation to all financial dealings with students and others.

Employees

It is the responsibility of 4Life staff to ensure that students are treated in a fair and reasonable manner in regards to financial dealings.

Students

It is the responsibility of students to ensure that they meet the requirements of the policy.

STANDARDS

STANDARDS FOR REGISTERED TRAINING ORGANISATIONS 2015 – DOMESTIC STUDENTS

Made under the National Vocational Education and Training Regulator Act 2011:

STANDARD 5 – INFORM AND PROTECT LEARNERS

Clause 5.3: Fee & Refund Information Prior To Enrolment

Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment of the commencement of training and assessment, whichever comes first, specifying:

- all relevant fee information including:
  - fees that must be paid to the RTO, and
  - payment terms and conditions including deposits and refunds
- the learner’s rights as a consumer, including but not limited to any statutory cooling-off period, if one applies
- the learner’s right to obtain a refund for services not provided by the RTO in the event the:
  - arrangement is terminated early, or
  - the RTO fails to provide the agreed services.
Context:

If the RTO requires individual learners to pay fees they must provide fee information prior to enrolment or commencement of training/assessment (whichever is earliest), about:

- all fees payable to the RTO, clearly describing all costs involved with the course; and
- how and when fees must be paid; and
- how to request a refund; and
- conditions under which a refund would be provided.

This requirement does not apply if the RTO contracts with a company to deliver training to their employees, paid for by that company.

Where a learner is being enrolled under any loan or delayed payment arrangement (including VET FEE-HELP), the terms of the arrangement must be clearly stated, including any debt that may be incurred, when repayment is required, under what conditions and any associated fees, indexation or interest.

Evidence of how students have been advised of the above will be required.

STANDARD 7 - THE RTO HAS EFFECTIVE GOVERNANCE AND ADMINISTRATION ARRANGEMENTS IN PLACE

Clause 7.3 Protect Prepaid Fees by Learners

Where the RTO requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of $1500 (being the threshold prepaid fee amount), the RTO must meet the requirements set out in the Requirements for Fee Protection in Schedule 6.

Context:

‘Prepaid fees’ (sometimes referred to as ‘fees collected in advance’) means fees collected before the relevant services have been provided. These include payments made at any time before, during or after the learner enrols. Your RTO may collect up to $1500 fees in prepaid fees from a learner without needing to take any action to protect these fees, as explained in Schedule 6.

RTOs registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) must satisfy both the requirements of this clause and of the Tuition Protection Service (TPS) under the Education Services for Overseas Students Act 2000. The TPS requires that not more than 50 per cent of the fees for an overseas student be prepaid. This applies even if 50 per cent of the course fees would be less than the threshold prepaid fee amount.

The requirements that apply to prepaid fees include all fees that a learner is required to pay, including enrolment fees, tuition fees, materials fees and any other fee component that is a mandatory payment for the course.

RTOs are only required to protect prepaid fees from individual learners and prospective learners. These requirements do not apply, for example, where an employer engages an RTO to provide training and/or assessment to its staff.

Where the RTO collects more than $1500 per learner in prepaid fees, it must protect the prepaid fees that exceed $1500 for any learner. In these instances, at least one protection measure must be in place for each learner; however, this does not have to be the same measure for all learners (see Schedule 6 for types of protection measures).
Where an RTO wishes to collect more than $1500 in pre paid fees it must have one of the following in place:

- Hold an unconditional bank guarantee to cover at least the amount of prepaid fees in excess of $1500 for any learner that must be structure in a manner so that refund can be made of learners’ fees that have been prepaid in excess of $1500 in circumstances where the RTO is no longer able to deliver the training and assessment. Evidence of the unconditional bank guarantee and structure will be required.

- Hold membership of a Tuition Assurance Scheme approved by ASQA that applies to all relevant students. Evidence of membership will be required.

- Alternative fee protection measure approved by ASQA. Evidence of ASQA approval is required.

Where a commercial ‘shopping cart’ system is used to collect online payments, the RTO must ensure that the system does not allow learners to prepay more than the maximum amount allowed by the arrangements you have in place.

Where an RTO does not collect more than $1500 in prepaid fees from any learner or only collects fees in arrears this can be evidenced through marking and enrolment materials that include fee schedules that collectively confirm this.

STANDARDS FOR REGISTERED TRAINING ORGANISATIONS 2015 – INTERNATIONAL STUDENTS

Made under the Education Services for Overseas Students Act 2000:

STANDARD 2 – STUDENT ENGAGEMENT BEFORE ENROLMENT

Clause 2.1

Prior to accepting a student, or an intending student, for enrolment in a course, the registered provider must provide, in print or through referral to an electronic copy, current and accurate information regarding the following:

Part e.: indicative course-related fees including advice on the potential for fees to change during the student’s course and applicable refund policies;

STANDARD 3 - FORMALISATION OF ENROLMENT

Clause 3.1

The registered provider must enter into a written agreement with the student, signed or otherwise accepted by that student (or the student’s parent or legal guardian if the student is under 18 years of age), concurrently with or prior to accepting course money from the student. The agreement must:

Part b.: provide an itemised list of course money payable by the student

Part c.: provide information in relation to refunds of course money

Part d.: set out the circumstances in which personal information about the student may be shared between the registered provider and the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. This information includes personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the student of a student visa condition, and
Clause 3.2

The registered provider must include in the written agreement the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of course money in the case of student and provider default:

a. amounts that may or may not be repaid to the student (including any course money collected by education agents on behalf of the registered provider)

b. processes for claiming a refund

c. a plain English explanation of what happens in the event of a course not being delivered, and

a statement that “This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws”.

Context:

International Students must be fully informed before signing of the Student Agreement and enrolment.

‘Prepaid fees’ (sometimes referred to as ‘fees collected in advance’) means fees collected before the relevant services have been provided.

RTOs registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) must satisfy both the requirements of Clause 7.3 of the National Standards for Registered Training Organisations 2015 and of the Tuition Protection Service (TPS) under the Education Services for Overseas Students Act 2000. The TPS requires that not more than 50 per cent of the fees for an overseas student be prepaid. This applies even if 50 per cent of the course fees would be less than the threshold prepaid fee amount.