

## Fees, Charges and Refunds

This policy / procedure has been approved for release by the CEO April 2022

### Introduction

Fees, charges and refunds within the VET sector are tightly and carefully regulated to ensure that students and other consumers are protected. In addition, many government funded training programs have associated fees and refunds requirements.

### Purpose

The purpose of the Fees, Charges and Refunds Policy is to ensure that the position of Fit Education with regards to these items of business is clear and that all clients are properly informed of their rights and obligations with regards to fees, charges and refunds.

### Scope

This policy applies to all fees and charges levied by Fit Education as well as to all refunds issued.

### Responsibilities

This policy is the responsibility of the Chief Executive Officer of Fit Education.

### Definitions

Administration Fee is an administration fee charged for processing enrolment applications that is non-refundable except where Fit Education has cancelled a course.

Materials Fee is a charge to cover the cost of manuals, resources or other materials required by the student for a specific course. These items remain the property of the student.

Tuition Fee is the fee for the delivery of the training.

Course Fee is the full fee charged for a course which is inclusive of Enrolment Fee, Tuition Fee and where applicable, Materials Fee.

Course Start / Commencement Date is the course start or commencement date and is the first date of the course in which the student is enrolled as published on the letter of offer and course agreement. In the case of students studying online or via distance learning, the course starts or commencement date is the first date that the student accesses the course material online or has signed for reception of the distance learning materials.

## Policy Statement

Fit Education will ensure that all clients and staff of Fit Education are made aware of the fees, charges and refunds policy and procedure before accepting a student for enrolment.

This policy and procedure applies to fees, charges and refunds applicable to the provision of training, including students undertaking training under Government Training Contracts, students and clients paying full fees. This refund policy does not apply to international students on a student visa attending CRICOS registered courses. Fit Education does not offer CRICOS registered courses. The policy & procedure is also not applicable for refunds that might apply under VET Student Loans.

In accordance with registration requirements, the Fees, Charges and Refund Policy and Procedure of Fit Education are advised to the client prior to, or at the time of enrolment through the provision of appropriate documentation in either hard copy or electronically. Payment arrangements are aligned to courses and may vary depending upon factors such as length of course, student cohort, government contract guidelines etc.

Fit Education advises of its fees and charges, as well as its Refund Policy in course promotional materials, on the Fit Education website, in the Course Agreement and in the Student Handbook.

Students (and/or their employers) engaged in training that is funded by State or Commonwealth Government programs (government funded courses), will be made aware prior to enrolment where possible or, at the latest, at the time of enrolment of the funding that is provided by the Government, of any additional fees applicable such as Administration Fees or Materials Fees.

Existing workers employed under a training contract or their employer may be required to pay a fee-for-service if not eligible for government funding, or where a government contract requires a co-contribution by the student and/or employer (for example, the Productivity Places Program – Existing Workers). A fee schedule is made available pre-enrolment, the Course Agreement and fees invoice will clearly indicate the applicable charges.

The minimum Course Fee payment period for full-time study load for classroom-based delivery is one semester (six months), unless the written invoice indicates otherwise. Minimum fee payments for on-the-job training, online, distance, corporate training and short courses will be as per the invoice. Minimum fee payments apply only to the maximum pre-payment allowable under regulation which is \$1,500.

Tuition and Administration Fees are non-transferable to other students or other institutions.

A Tuition Fee payment plan may be granted to eligible students in exceptional circumstances.

Fit Education will comply with the regulated requirements for fees under the [VET Student Loan Rules \(2016\)](#), or equivalent

### Review of Fees

Fees reviews shall occur at least once per year in October, for the following year.

## Procedure

### Administration and Material Charges

These fees and charges may include administration charges, enrolment fees, booking fees, learning resources essential for the course, uniform garments mandatory in some work-placement programs (e.g. Hospitality, Children's Services, Personal Protective Equipment for construction sites), items that are consumable or transformed by students during the course, text books, photocopying, re-issuing of receipts, copies of academic reports, change of enrolment, additional copies or re-issue of qualifications and academic transcripts, late marking or assessment re-sit fees.

Additional charges may also apply including follow-up charges associated with late or non-payment, overdue fees, dishonoured cheque fees or to employ the services of a debt collection agency where required for non-payment of overdue fees.

Students and clients are advised prior to and at the time of enrolment of any additional material and/or resource charges that may apply, based on their individual program.

Any equipment/property purchased either separately by the student or paid for as part of materials fees becomes the property of the student.

### Payment Arrangements

Irrespective of the availability and receipt of government subsidies by an employer, school or student, it is a requirement of Fit Education that where tuition fees, administrative charges or other charges are applicable, these must be paid by the specified due dates on the tax invoice and paid in Australian dollars. Payment can generally be made by EFTPOS, money order, direct bank deposit, credit card (a surcharge may apply) bank cheque or personal cheque (funds must be cleared before the date the student commences the course).

Fit Education will apply any statutory cooling off period which applies.

### Non-Payment of Fees

If a student/employer fails to pay all fees and charges by the due date the student/employer is deemed to be a Fit Education debtor. Late fee payment may incur a penalty fee of 5% of the total amount payable. Failure to pay the debt within 14 days of the original due date may result in any or all the following, until the full amount is paid:

- Suspension of the student from attending or participating in the course
- Loss of access to the Fit Education's resources, computer systems or online course
- Loss of access to enrolment record information and academic transcripts
- Inability to graduate
- Termination of the enrolment and
- Report of a breach of a Training Contract (students under a Training Contract as part of a government funded course).

Fees not paid within 14 days of the original due date will be collected by an appropriate Debt Collector and any additional charges incurred for collection will also be payable by the student. Fit Education

reserves the right to suspend or cancel the enrolment of any student whose outstanding fees are not paid.

### Administration Fees and Charges

(Applicable to all students)

- National Recognition/Credit Transfer Assessment - No charge.
- Photocopying - \$0.10 per page.
- Replacement Student ID - \$25.
- Document Re-issue where the original document has already been provided to the student:
  - Receipt Reprint \$20 or
  - Other documents \$20.

### Further Administration Fees and Charges

(Training Programs NOT funded under a Training Contract)

- The Application Fee referred to in the *Student Fees Schedule* included with the Application Form is not refundable if the application is accepted and the applicant wishes to cancel their enrolment. The Application Fee covers the cost of registration and the review of the initial application.
- All late payment of fees will incur a late payment charge of \$50.00 for each late payment.
- Payment Plan Surcharge - An additional 5% surcharge is applied where course fee is paid by instalment.
- Supplementary Assessment/ Reassessment:
  - Theory unit re-sit - \$100
  - Practical unit fee is subject to the individual assessment requirements as well as any additional consumables that may be required.
- Unit of Competency Re-sit - Subject to the unit of competency being undertaken, the cost may vary depending on the duration required to complete the unit, assessment requirements, consumables, Work-Based Training requirements or costs incurred by Fit Education where the unit is being delivered in partnership with another provider under an Agreement.
- Resource and/or materials fees purchased by Fit Education and consumed or transformed by students during the course. Resource/ materials fees are outlined prior to enrolment and are only refundable if the student cancels the enrolment prior to commencement of training and where the student has not taken possession of the items.
- Any equipment/property purchased either separately by the student or paid for as part of materials fees becomes the property of the student (e.g. text books, tools of trade) from the time of purchase. Amounts paid for items retained by the student are not refundable after the student has received the item.
- RPL Assessment - Fee on Application.
- Change of course - \$100 plus the first semester fee (or term fee if on an approved term payment plan). Any unused pre-paid tuition fees from the original enrolled course will be transferred to the new course.
- Reinstatement Fee – Applicable to students who submit a written withdrawal and who, within 21 days, apply for and are reinstated into the same course. \$250 administration charge for reinstatement plus payment of semester fees to complete current semester. (A Supplementary Assessment fee may also apply if the student has missed set assessments.)

- External Appeal Fees - Where the student elects to appeal a decision by Fit Education using Fit Education's external appeals body and charges are incurred, the student is required to pay 50% of the cost. Where the external appeal findings are in favour of the student, Fit Education will refund the student any fees paid to the external appeal body.
- Document Re-issue where the original document has already been provided to the student:
  - Certificate \$50

## Fees & Charges for Government Funded Programs Under a Training Contract

### Pre-requisite Units of Competency

Fit Education may charge the participant or employer for the delivery or assessment of pre-requisite units. This applies where government funding is not provided for delivery of pre-requisite units of competency. These must be completed prior to the start date of the Training Contract.

### Fee for Service and Additional Employer Contribution

All fee-for-service charges are disclosed to the employer at the time of the participant's enrolment. In most States, User Choice Funding amounts are considered to be a contribution to the cost of training delivery. RTOs may negotiate additional fees contribution from an employer. This can be a full fee-for-service or a partial fee-for-service to cover additional charges and delivery costs beyond the government's contribution. Please refer to the relevant state below for further details.

### Enrolment Fees and Tuition Fees

Enrolment Fees and Tuition Fees which apply to Australian Apprenticeship Training Contracts (including Traineeship) are calculated in line with State Government Contract Guidelines. These fees are invoiced to the student and/or employer after the training contract has been registered and training has commenced.

A student undertaking Government funded training and/or their employer may request full details of the relevant State/Commonwealth fees and refunds policy prior to enrolment.

### Full or Part-Fee Exemption/Concession

A full or part-fee exemption/concession is applied in accordance with each State's funding guidelines. Fee exemption/concessions vary in each State however, eligibility may apply to the following and others:

- Holders of a current Commonwealth Health Care Card or Pension Card
- Veteran's Gold Card
- Australian School-based Apprentices and Trainees
- Other Centrelink benefit recipients (State variations)
- Aboriginal and Torres Strait Islanders (State variations)
- Severe financial hardship
- Persons in receipt of AUSTUDY or ABSTUDY
- Persons under 18 years of age
- VET in Schools students and
- Diploma and Advanced Diploma of Children's Services (State variations).

Concessions may also apply to the dependent spouse or dependent child of a card holder.

Tuition fees are calculated in accordance with individual State Government Contract guidelines.

Refunds and retained fees and charges are applied in accordance with individual State Government Contract guidelines.

Fit Education conducts internal audits and is subject to external audits to verify that its fees, charges and refunds policies and procedures are in line with relevant government funding and refund guidelines.

Requests for refunds must be made in writing and submitted within the timelines specified.

## States

Refer to local websites for current requirements.

### **ACT:**

website at <http://www.det.act.gov.au>.

### **New South Wales:**

State Training Services NSW Department of Education and Communities website at <http://www.training.nsw.gov.au>.

### **Northern Territory:**

For full details please visit the Northern Territory Government website at <http://www.dob.nt.gov.au>.

### **Queensland**

For full details please visit the Queensland Department of Education, Training and Employment website at <http://training.qld.gov.au>.

### **South Australia:**

For full details please refer to the Skills for All website at <http://www.skills.sa.gov.au>.

### **Tasmania:**

For full details, please visit the Skills Tasmania website at <http://www.skills.tas.gov.au>.

### **Victoria:**

For full details, please visit the Department of Education and Early Childhood Development website at <http://www.education.vic.gov.au>.

### **Western Australia:**

For full details, please visit the Department of Training and Workforce Development website at <http://www.trainingwa.wa.gov.au>.

- Under some government sponsored funding agreements, participant and/or employer contributions are made to an individual's training

- Refunds and retained fees and charges are in accordance with Individual State / Commonwealth Government Contract directions and guidelines.
- Fit Education cancels the course prior to course commencement

All monies paid to the provider by the participant or employer will be refunded within 10 working days. This applies to all fees paid up-front in all States.

#### **Additional fees for cost of goods or materials to be retained by a student**

The student is permitted to use equivalent goods or materials which they obtain from another source. These fees are not applied in all States/Territories dependent upon State Government Contracts.

#### **RPL (Recognition of Prior Learning) assessment fee**

Fee on application. Charges may vary based on State Government fees and charges guidelines but, where combined with training being undertaken, the combined fee for RPL and training will not exceed the maximum fee chargeable.

RPL (Recognition of Prior Learning) if required by a licensing authority to ensure competency is being maintained

Fee on application. RPL fees for this purpose only apply where a review of current competency is required by an external party such as a licensing or registration body. The fee for this type of RPL will be the same rate as a fee-for-service course proportionate to the unit/s unless otherwise indicated by State Government fees and charges guidelines.

#### **Re-mark of assessments where a candidate received a 'Not Yet Competent'**

Theory unit re-sit - \$100

Practical unit fee is subject to the individual assessment requirements as well as any additional consumables that may be required.

This fee is applied at the discretion of Fit Education and may be waived where the candidate achieves an outcome of 'Competent' on the re-marking of the assessment.

#### **Incidental Charges and Supplementary Assessments**

Examples of incidental charges include:

- Re-marking of assessment.

Some State Government guidelines allow for additional incidental charges. Full details will be provided on application for the service.

#### **Fit Education cancels the course before its expected end date**

The balance of fees paid for that portion of the course not yet delivered will be refunded within 10 working days, unless State guidelines specify a full-fee refund.

Document Re-issue where an original with signature is required – e.g. re-issued Certificate

\$50 - based on the guidelines of the lowest State Government fees for certificate reissue (i.e. WA).

### External Appeal Fees

Where the student elects to appeal a decision by Fit Education using Fit Education's external appeals body and charges are incurred, the student is required to pay 50% of the cost. Where the external appeal findings are in favour of the student, Fit Education will refund the student any fees paid to the external appeal body.

### Credit Transfer

No charge.

### Refunds

(Training Programs NOT funded under a Training Contract)

- If the student provides written notice of cancellation from a course where the course duration is more than 10 weeks, the refund for the amount of fees paid in advance will be calculated using the Cancellation Date\* as follows:
  - Notification more than 10 weeks before the commencement date:
  - Full refund of all course fees paid less maximum of 10% or \$1000, whichever is the lesser, for administrative expenses will be retained by Fit Education.
- Notification more than 4 weeks and up to 10 weeks before the commencement date:
  - 70% of fees paid in advance will be refunded less maximum of 10% or \$1000, whichever is the lesser, for administrative expenses will be retained by Fit Education.
- Notification 4 weeks or less before the commencement date:
  - 40% of fees paid less maximum of 10% or \$1000, whichever is the lesser for administrative expenses will be refunded.
- Notification after the commencement date and during the first four weeks:
  - 30% of fees paid less maximum of 10% or \$1000, whichever is the lesser for administrative expenses will be refunded.
- Notification after the 4<sup>th</sup> week of the commencement of the course:
  - No refund will be paid.

If the student provides written notice of cancellation from a course where the course duration is less than 10 weeks, the refund for the amount of fees paid in advance will be calculated using the Cancellation Date\* as follows:

- more than 10 weeks before the commencement date:
  - Full refund of all course fees paid less maximum of 10% or \$1000, whichever is the lesser, for administrative expenses will be retained by Fit Education.
- Notification more than 4 weeks and up to 10 weeks before the commencement date:
  - 70% of fees paid in advance will be refunded less maximum of 10% or \$1000, whichever is the lesser, for administrative expenses will be retained by Fit Education.
- Notification 4 weeks or less before the commencement date:
  - No refund will be paid.

If Fit Education cancels the enrolment of the student from a course because the applicant has seriously breached the Terms and Conditions of Fit Education, no refund of the semester's fees and not less than 40% of fees applicable to a subsequent semester.

- In the unlikely event that Fit Education is unable to deliver the course in full, the applicant will be offered a refund of all unspent pre-paid course fees to date. The refund will be paid within 10 working days of the day on which the course ceased to be provided by Fit Education. Alternatively, enrolment in another suitable course by Fit Education may be offered at no extra cost. The applicant has the right to choose between a refund of unspent pre-paid course fees or to accept a place in another course. If the applicant chooses a placement in another course the applicant will be required to sign a statement that indicates their acceptance of the placement.
- Any refund due will be processed within 4 weeks by cheque or electronic funds transfer.

\* The date the written advice of cancellation is received by Fit Education is considered the Cancellation Date. The Cancellation Date is the date used for the calculation of any refund of monies paid in advance

A guide to refund amounts and conditions is provided in this policy, is published on the Fit Education website and is also made available to students as part of their Course Acceptance Agreement.

Application for a refund of tuition fees in accordance with this Policy must be made in writing on the 'Application for Refund' form available from Fit Education's administration department or the website, stating reasons and relevant details and supported by appropriate documentation where appropriate. This must be submitted to Fit Education's administration department. Payments of any outstanding debts to Fit Education must be made before a refund will be processed. Refund applications will not be processed where the signature on the Application for Refund does not match the Student's signature on the Course Agreement.

All refunds must be approved by the CEO or their authorised delegate. Exemptions to the refund conditions may occur where the student has extenuating, or compassionate grounds as determined by the CEO or delegate.

Approved refunds are paid directly to the student or the person who made the payment. Under no circumstances will a payment be made to a third party without the written consent in English of the student or the person who made the payment. All refunds are made in Australian dollars, paid directly into the nominated bank account. The student or the person who made the payment will be required to sign a Refund Authority form to authorise payment to a third party.

Fit Education will provide the student and/or employer with a statement detailing the outcome of the refund application, calculation and payment of the refund.

Students are referred to Fit Education's Complaints and Appeals Procedure available from the Fit Education's administration department or from the Fit Education website if they wish to appeal the implementation of this Policy.

This policy, 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. All students and clients have the right to take action under Australia's Consumer Protection Laws.

### **Related Procedure**

Complaints and Appeals Procedure.