

## SJ2: Fee and Refund Policy and Procedure

### 1.0 Policy Statement

The purpose of this policy is to provide clarity in the application and administration of all Fees and Charges on students for courses delivered by Think Academy of Business and Technology Pty. Ltd. (TABT). All students receive an individualised Statement of Fees prior to enrolment to ensure they are fully informed of the charges involved.

### 2.0 Definitions

- 2.1 **Course** means either a Full Course (full AQF qualification) or Short Course (Statement of Attainment) consisting of units of competency.
- 2.2 **Course Fee** means the payment received by TABT for providing the course to the students, which includes: tuition fees, material fee and application fee
- 2.3 **Application Fee** means an application fee of \$150.00 payable when an application is made to TABT for an enrolment to a course or qualification. This fee is a non-refundable fee covering the cost of administration. Application fee is applicable for every course a student applies.
- 2.4 **Processing Fee** means a processing fee of \$250.00 is chargeable where a student withdraws/is cancelled from the course and a refund is granted.
- 2.5 **Tuition Fee** means compulsory fees for the delivery of the enrolled course, payable by the student to undertaking the course.
- 2.6 **Non-tuition Fees** means fees that cover items not related to tuition. This includes material fees.
- 2.7 **Printed Course Material** – TABT will provide the course material from the online student portal. If a student requires the hard copy of the course materials, additional fee of \$300.00 is chargeable.
- 2.8 **Concession** – Concession fees are applied to funded training for students who holds a current and valid Health Care Card issued by the Commonwealth, Pensioner Concession Card or Veteran’s Gold Card, or is the dependant spouse or dependant child of a card holder

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### 3.0 Payment Arrangements

- 3.1 Course fees are due and payable prior to scheduled commencement (up to \$1,500.00 of full course fee) of course in which student is enrolled and the remaining balance will be paid after the commencement of the course. TABT will issue a receipt to the student, outlining the amounts paid and the next amount payable and due date for payment. Copies of receipts are retained in student file.
- 3.2 The published Administration Fee at the time of enrolment will remain unchanged until completion of that course. (Please refer to current Schedule of Fees).
- 3.3 A fee of \$100 per unit is payable if the student is repeating a Not Yet Competent (NYC) or Not Yet Satisfactory (NYS) assessment of the same unit for the fourth time.
- 3.4 All fees must be paid and received in full prior to the issue of any Statement of Attainment and Qualifications.
- 3.5 TABT reserves the right to amend the conditions of the student's enrolment at any time. If amendments are made that effect the student's enrolment the student will be informed 7 days prior to changes taking effect.
- 3.6 All TABT student fees are subject to change given individual circumstances at enrolment.

### 4.0 Tuition and Other Fees – funded students only

TABT may determine the tuition fee you charge to any Skills First Student for delivery of programs on the Funded Scope, unless:

- 4.1 the individual has an entitlement to a Fee Concession; or
- 4.2 there is a requirement to apply a Fee Waiver

### 5.0 Fee Concessions- funded students only

- 5.1 If a student is entitled to a Fee Concession, TABT must apply a Fee Concession to standard tuition fees for enrolments in Skill Sets and qualifications at the Certificate IV level and below.
- 5.2 A Fee Concession must be no more than 20 per cent of the published standard tuition fee.
- 5.3 TABT must report all Fee Concessions granted in accordance with the Victorian VET Student Statistical Collection Guidelines.
- 5.4 TABT must check a student's entitlement for a Fee Concession as part of enrolment and this must occur prior to the commencement of training.

#### Concessions confirmed as part of enrolment

Where TABT confirm a student's Fee Concession entitlement as part of enrolment, TABT must apply the Fee Concession to all tuition fees charge for the program. This is regardless of whether:

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- a) TABT charge all tuition fees in one instance at the start of the program, or in parts (for example, for each subject, semester, or year); and
- b) the student's Fee Concession entitlement will expire before commencement of training or before they will complete their program.

### Grace period

TABT may allow a student a grace period (for example, a week or a month after the commencement of training) to provide evidence of Fee Concession entitlement if they do not immediately provide it as part of enrolment. If a student provides evidence after the commencement of training, it must have a start date on or before the date their training commenced.

### Concessions obtained after commencement of training

If TABT does not charge all fees for an enrolment in one instance at the start of the program, TABT must inform students that if they obtain a Fee Concession entitlement after the commencement of training, they may present it to TABT, in which case TABT must charge a Fee Concession for any remaining fees not yet charged.

### Fee Concession Entitlement

A student is entitled to a Fee Concession if they hold a current:

- a) Health Care Card issued by the Commonwealth;
- b) Pensioner Concession Card; or
- c) Veteran's Gold Card.

A dependant spouse or dependant child of a card holder is also entitled to the Fee Concession.

The following students are entitled to receive a Fee Concession whether or not they hold one of the forms of Fee Concession entitlement:

Initiative	Applicable courses	If they	Must sight and retain
Asylum Seeker VET Program	an enrolment in a Skill Set and a program at Certificate IV level and below	<ul style="list-style-type: none"> <li>• self-refer and are eligible to participate in the Asylum Seeker VET Program; or</li> <li>• are referred to training by the Asylum Seeker Resource Centre or the Australian Red Cross.</li> </ul>	N/A. The evidence the student is eligible to participate in the Asylum Seeker VET Program (as specified in the Guidelines About Eligibility) is the evidence of their entitlement to concession

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TABT must sight and retain copies of evidence of a student’s entitlement to a Fee Concession. Evidence must be kept in a way that enables the Department to confirm the student’s Fee Concession entitlement for audit or review purposes. Unless you have another obligation to do so, you **must not retain** a copy of the concession card or the Centrelink Customer Reference Number when retaining evidence of concession entitlement for a Skills First student.

## 6.0 Fee Waivers

- 6.1 You must grant a Fee Waiver in the circumstances set out below.
- 6.2 TABT must report all Fee Waivers you grant in accordance with the Victorian VET Student Statistical Collection Guidelines, or as otherwise instruct.
- 6.3 TABT must sight and retain copies of any evidence (where required) of a student’s entitlement to the Fee Waiver prior to the commencement of training, in accordance with the following:

Circumstance:		You must grant a Fee Waiver if:	If the student is enrolling with:	Must sight:	Must retain:
a)	Judy Lazarus Transition Centre	the student is from the Judy Lazarus Transition Centre (as a prisoner within the meaning of the <i>Corrections Act 1986</i> ).	any training provider	written confirmation from the management of the Judy Lazarus Transition Centre.	a copy of the written confirmation from the management of the Judy Lazarus Transition Centre.
b)	Young people on community based orders	the student is required to do training under a community based order made under the Children, Youth and Families Act 2005 (the CYF Act).	any training provider	written confirmation from the relevant Youth Justice Unit of the Victorian Department of Justice and Community Safety that the student is required to do training under a community based order made under the Children,	a copy of the written confirmation from the relevant Youth Justice Unit of the Victorian Department of Justice and Community Safety.

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				Youth and Families Act 2005 (the CYF Act).	
c)	Youth Access Initiative	the student is referred to training by the Department of Families, Fairness and Housing, the Department of Justice and Community Safety, or a referring agency. <sup>1</sup>	only a TAFE Institute, Dual Sector University or Learn Local Organisation	a validly endorsed referral form from either the Department of Families, Fairness and Housing, the Department of Justice and Community Safety, or a referring agency.	the original referral form (and you must return a copy of the form to the relevant department or referring agency).
d)	Free TAFE for Priority Courses	the student is enrolling in a program on the Free TAFE for Priority Courses List and meets the requirements to receive the Fee Waiver as per Clause 16 of Schedule 1 of the Contract.	only a TAFE Institute or Dual Sector University	N/A	a copy of the completed Evidence of Eligibility and Student Declaration Form (or a form that collects the same information) where the student has responded to questions about the Free TAFE for Priority Courses initiative.
e)	Enrolment in a Free TAFE Short Course.	the student is undertaking a Free TAFE Short Course as identified on the Funded Programs Report.	only a TAFE Institute or Dual Sector University	N/A	N/A

f)	Skills First Aboriginal Access Fee Waiver'	the student self-identifies as being of Aboriginal or Torres Strait Islander descent (and is reported as such through the 'Indigenous Status Identifier' field of the Student Statistical Report) and is enrolling in a program at any level.	any training provider	N/A	a copy of the enrolment form on which the student self-identified
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## 7.0 Digital Wallet

If the student supplies the concession card displayed on a Digital Wallet through a Centrelink Express Plus mobile application on the cardholder's mobile device then the digital card may not be sighted via a screen shot of the card that is e-mailed or otherwise reproduced. A written declaration attached to the student's file stating that the digital concession card has been sighted, showing the:

- name of the authorised delegate who sighted the card;
- date the card was sighted;
- concession holder's name; and
- card number

## 8.0 Payment Plan

- 8.1 A payment plan may be implemented to assist student to undertake training, and/or gain preferred qualification. An agreed deposit (amount of deposit varies related to course fee) must be paid at time of enrolment to qualify for payment plan.
- 8.2 A payment plan form must be completed and signed by the student and TABT representative.
- 8.3 A deposit, as per the course fees list, must be paid prior to commencing training and the remaining balance will be paid after the commencement of the course for the duration of six months. No student will pay more than \$1,500.00 to TABT without the services being delivered.
- 8.4 The original copy of the payment plan goes to the Finance Officer. A copy of the payment plan is kept with the Enrolment Officer to be attached in the enrolment form.
- 8.5 The Enrolment Officer makes monthly contact with the student to arrange payment. If the student misses two payments and has not been in contact with TABT, a letter is sent advising them they must continue to make payments with seven days. If they do not

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continue to make payments, a secondary letter is sent to advise the student they are not allowed to attend class or access the online portal until they continue making payments on their payment plan.

- 8.6 If a student requires an extension on their payment plan, they must show cause as to why they should be granted an extension. All extensions must be approved by the General Manager or Finance Officer.
- 8.7 Once a payment plan has been completed, the original copy of the payment plan will be kept in the student's file.

## 9.0 Payment Methods

- 9.1 Payments in person at the Administration Office.

Payment by Bank Cheque or Credit Card can be made at the Administration Office between 9.30 am and 4.30 pm Monday - Friday.

- 9.2 Direct Deposit or International Telegraphic Transfer to:

- 9.2.1 Bank Account Name: **Think Academy of Business and Technology Pty Ltd**

- 9.2.2 BSB: **193-879**

- 9.2.3 Account No: **494415070**

- 9.3 Credit Cards Accepted: MasterCard and Visa

## 10.0 Statutory Cooling Off Period

- 10.1 The Standards for Registered Training Organisations require a person to be informed of their right to a statutory cooling off period. A statutory cooling off period is defined within the Australian Consumer Law which was introduced in 2011. A statutory cooling off period (which is 10 days) is a period of time provided to a consumer to allow them to withdraw from a consumer agreement, where that agreement was established through unsolicited marketing or sales tactics. These include tactic such as door-to-door sales and telemarketing. A statutory cooling off period allows a consumer to withdraw from a sales agreement within 10 days of having received a sale contract without penalty. All staff are recommended to refer to the [Australian Consumer Law, Sales Practices Guide](#) for further details about a statutory cooling off period and our general obligations for consumer protection during the enrolment process.
- 10.2 TABT does inform prospective students within the Student Handbook. It must be noted by all staff that TABT does not engage in unsolicited marketing or sales tactics and therefore a statutory cooling off period is not likely to be applicable to our students who have enrolled into a program. For refund option in other circumstances, students and staff must refer to the refund policy.

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### 11.0 Limiting fees being paid in advance

TABT has a responsibility to protect the fees paid by students. To meet this, TABT will only accept an initial payment of no more than \$1500 from each student prior to the commencement of their course. This fee protection arrangement complies with national standards designed to limit the amount paid by a student's in advance of services being delivered.

### 12.0 Payment of GST

TABT training tuition fees are GST exempt under section 38-85 GSTR 2003/1 Goods and Services Tax, tax ruling. The ruling explains the supply of a course for 'professional or trade course' is a GST-free education course. GST does apply on the payment of some miscellaneous charges.

### 13.0 Refund

- 13.1 Payments of all refunds, to students who are entitled to a refund, are in accordance with the following refund policy. Think Academy of Business and Technology will strive to maintain its highly competitive fee structure, as well as its fair and equitable refund policy.
- 13.2 The Refund policy will be fair and reasonable to students and where withdrawals are concerned, it will be based on how much notice is given in advance by the student to TABT prior to the course/ study period commencement date.
- 13.3 With regard to all withdrawals, Think Academy of Business and Technology will firstly encourage a student to enrol on another course date, prior to processing refund applications.
- 13.4 A request for refund must be made in writing to the Finance Manager. Refunds will be returned to the source of payment. Refunds will be accompanied by a statement explaining how the refund was calculated.
- 13.5 All refunds are finalised within 14 days of the written request and only after TABT has completed due diligence.
- 13.6 In the instance of credit transfer/s being awarded for any number of units the full fee will be divided by the number of units listed on the individual student training plan. A refund will be given for the number of units whereby credit transfer/s has been granted.

Course Fee	Not refundable
Withdrawal more than 6 weeks prior to scheduled course commencement date	Refund of 80% of full course fee minus the application fee and the processing fee (where applicable).  Refund of 60% of full course fee

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Withdrawal more than 4 weeks prior to scheduled course commencement date	No Refund
Withdrawal less than 4 weeks prior to scheduled course commencement date	No Refund
Withdrawals after the course commences	Transfer to next available scheduled course date
Course not commencing on the agreed starting date	
Credit Transfer Fee	Not Applicable
RPL Application Fee	Not refundable

#### 14.0 Our Guarantee to students

If for any reason TABT is unable to fulfil its service agreement with a student, TABT must issue a full refund for any services not provided. The basis for determining “services not provided” is to be based on the units of competency completed by the student and which can be issued in a statement of attainment at the time the service is terminated.

#### 15.0 Student complaints about fees and refunds

If a student is dissatisfied with the outcome of the refund application, he/she may access the process outlined in TABT’s Complaints and Appeals Policy and Procedure. This agreement does not remove a student’s right to take further action under Australian Consumer Protection laws or to pursue other legal remedies.

#### 16.0 Review Date

12 months from the date of this version, or as required.

#### 17.0 Version History

Version	Date	Reason for change	Prepared By	Approved By
V3	Sept 2021	Annual review	Quality & Compliance Manager	CEO
V4	June 2022	Updating to meet Skills First Contract	Marie Vassallo Consulting Australia	CEO

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V5	June 2023	Annual Review	Quality & Compliance Manager	CEO
V6	May 2024	Annual Review to meet Skills First Contract	Marie Vassallo Consulting Australia	CEO

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