

# Fees and Refund Policy and Procedure

Policy and Procedure Name	Fees and Refund Policy and Procedure
Version	2.0
Approved By	Chief Executive Officer
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## 1. Purpose and Scope

The following policy and procedure outlines the requirements and process for the payment of fees and the management of refunds. This policy and procedure has been designed to ensure that consumer's rights are protected at all times through transparent and robust financial management processes. The Fees and Refund Policy and Procedure applies to all staff, consumers and products listed on the RTO's scope of registration.

## 2. Abbreviations / Definitions

Accountable Officer	General Manager Accredited Learning
Consumers	Students, employers, clients who are engaging the services of BSI Learning to complete a program or qualification.
Commercial courses	Where a students pay a fee determined by the training organisation for a qualification or course.
Government Subsidised Program	A program which is subsidised by the Department of Education and Communities.
Payment Plan	A structured repayment program
RTO	Registered Training Organisation

## 3. Policy

### 3.1 Determination of Fees and Charges

BSI Learning charges consumers in accordance with comparable market prices fees for all courses on their scope of registration. *Commercial course* fees are determined based on the programs duration, delivery method, resource requirements and commercial viability. Where students receive a credit transfer they are not charged for the already completed unit. The General Manager Accredited Learning is responsible for determining all fees and charges, which are reviewed annually.

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Course fees are inclusive of tuition, learning resources, administration and enrolment processing fees.

Where a program attracts a government subsidy BSI Learning charges the fees determined by the relevant Government department and Fee Administration Policy.

### 3.1.1 Smart and Skilled

For students enrolled in a Smart and Skilled program, fees are set for the whole qualification relevant to the year of enrolment. The determination of fees is based on the Department of Education's schedule of fees which is located on [www.training.nsw.gov.au/smartandskilled/prices\\_fees.html](http://www.training.nsw.gov.au/smartandskilled/prices_fees.html). Fees specific to a particular student's enrolment are determined based on information entered into the Smart and Skilled Calculator. Whilst the fee calculated is the same regardless of the training provider variables such as concession, fee exemption eligibility, training history, type of training program and application for credit transfer will influence the final amount. Proof of fee eligibility is provided by students on application. Evidence of proof eligibility is kept as per the 'Records Retention Policy and Procedure'.

Where a student is eligible for a concession and has been awarded a credit transfer or recognition of prior learning, and where the standard enrolment fee is lower than the concession fee the student will pay the relevant Standard Enrolment Fee.

Where the Modern Award includes provisions that the fee for an apprenticeship or Traineeship is to be made by the employer, BSI Learning will charge that employer for the student fee.

Where a student completes an embedded qualification in addition to the higher one that they are enrolled in, the student will not pay any additional fee for the lower level qualification.

Students who transfer due to another Provider's closure or the termination will not be charged fees that exceed those quoted by the initial provider. Where the combined fee exceeds the original fee quoted BSI Learning will contact the Department to confirm the fee to be charged.

Where a student is granted recognition or credit transfer after their enrolment or after a student commences a qualification, BSI Learning will report the outcome for their relevant unit of competency in their Smart and Skilled training activity data file. Once the Department has notified BSI Learning of the new fee BSI Learning will notify the student within 15 days of any fee amendments, provide a copy of their amended fee statement and advise of any adjustments made to subsequent fee payment schedules.

### 3.1.2 Certificate 3 Guarantee/ Higher Level Skills

BSI Learning adheres to the performance standards and expectations outlined in the Pre-Qualified Supplier Policy 2015 – 16. In accordance with this policy;

- The co-contribution fee charged for a qualification represents the **total** cost to the student and is inclusive of enrolment charges, tuition fees, service fees, materials fees and all other costs associated with delivering training and assessment services.
- Costs associated with Australian Federal Police checks undertaken prior to vocational placement are advertised with co-contribution fees and included in initial notifications to prospective students. However, if the student is a fee-free Year 12 graduate this fee is not charged to the student.

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- Fees for each qualification approved to deliver under Certificate 3 Guarantee and Higher Level Skills are published on the website in a prominent and easy to access location.
- Variations of delivery under each qualification and associated fees are advertised on the website and in all other marketing material.
- Co-contribution fees for concession and non-concession students are clearly labelled along with another pertinent information about the program.
- All marketing and advertising materials include the relevant fee information.
- Students eligibility for concessional status is confirmed at the time of enrolment and retained by the organisation for a period of 6 years.
- BSI Learning charge and collect the students fee at a unit of competency level so that fees for units of competency add up to the total co-contribution fee published.
- BSI Learning report to the department all co-contribution fees, at the unit of competency level in whole dollar amounts.
- Fees are charged and collected by BSI Learning and are not waived or returned to the payer (except as indicated in relevant program documents).
- Fees are paid either by the student, their employer or another third party.
- BSI Learning does not refund, waive, pay, return payment or provide a cash payment or bonus either by way of 'referral fee' or otherwise to any payer of the co-contribution fee (including third parties except as provided for in the relevant program policy).
- Evidence of fee collection is kept for a period of 6 years.

### 3.2 Marketing and Advertising

Fees are advertised on the organisations website and are listed in all marketing material.

For government subsidised programs eligibility, fee exemption and fee exemption criterion are clearly identified on all marketing material and are made available to consumers via the organisations website.

Marketing and advertising quality assurance mechanisms and internal audit processes ensure all fees and charges are transparent and consumers are able to make an informed decision without risk of hidden fees and charges. Where additional charges are required these are listed in the student handbook and on the organisations website.

### 3.3 Additional charges

Additional fees are charged for;

- The replacement of any learning resources that is lost or misplaced. As these vary from program to program students are required to view course information for more detailed costings prior to their enrolment.
- The reissuance of misplaced or lost awards. A fee of \$25.00 is charged for **each** certificate (Testamur, Record of Results and/or Statement of Attainment) that requires reprinting.
- Students who require reassessment of a task (i.e. following 3 previous unsuccessful submissions) will be charged a fee of \$100.00 for the fourth submission.

### 3.4 Payment of fees

Students are provided with detailed fees, charges and refund information prior to their enrolment and are asked to sign a declaration stating that they have been provided with sufficient information in which to make an informed enrolment decision. Students are

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issued with a quote (on enquiry), notification of enrolment on application/enrolment (government subsidised) or a Tax Invoice at application/enrolment -method is dependent on funding source requirements.

Fees can be paid in full prior to the commencement of training where the total amount invoiced to an individual does **not** exceed \$1500.00. If the total fees exceed \$1500.00, the remainder of fees are divided up into the duration of the course and the student is required to pay an amount weekly/fortnightly/monthly as per their preferred repayment plan. For example; a student who is enrolled in a 10-week program and whose course fees are \$2000.00 may pay \$200.00 per week over the 10-week period until they have paid the total amount of \$2000.00. Alternatively, the same student could pay \$1500.00 prior to commencement and pay the remaining \$500.00 over a two-month period, repaying \$250.00 each month.

If student fees are paid by an employer a payment term and plan is negotiated over the duration of the course as outlined in the Training proposal/agreement.

The fee amount is paid in accordance with the fee schedule or repayment plan prior to course commencement. Fees paid are documented in the student management system and in the financial accounts where monthly reconciliation occurs. Fees can be paid in cash, via cheque or EFT into BSIL's nominated bank account.

### 3.5 Fee protection strategy

BSI Learning in accordance with the Standards for Registered Training Organisations 2015 does not accept payment of more than \$1500.00 from each individual student prior to the commencement of their course (no matter how these fees are collected). In cases where fees are greater than \$1500.00 students are placed on a repayment plan over the term of their enrolment (examples of repayment plans can be found in Section 3.4).

At no point in time are individual students invoiced an amount greater than \$1500.00. To ensure consumers rights and fees are protected a statistically relevant and random sample size is audited by the National Compliance Manager quarterly.

BSI Learning guarantees to honour its commitment of all fees outlined in marketing material and to provide high quality education services to its students once the student has paid and commenced training and assessment.

### 3.6 Payment Terms

Payment terms are agreed upon prior to course commencement and are outlined in the students Tax Invoice. The Tax invoice identifies the fees to be paid and the dates where payments are scheduled.

Students are required to pay all fees on tax invoices issued within a period of 30 days. Failure to pay scheduled fees may lead to a discontinuation of training or the delay in the issuance of an award until the outstanding fees have been paid. BSI Learning uses the assistance of debt collection agencies to retrieve outstanding fees greater than 120 days. Where training discontinuation or a delay in the issuing of an award is likely students will be informed of their rights and responsibilities. BSI Learning retains all evidence of fees collected and all attempts to recover outstanding fees in the students file and on VETtrak.

### 3.7 Refunding of Fees

A full refund will be provided under the following circumstances;

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- Where an overpayment of a fee has occurred.
- The course has been postponed or cancelled.
- The RTO closes or loses the relevant government contract.
- The student provides notification of their intention to withdraw 7 days prior to course commencement.
- The General Manager Accredited Learning feels that the student would be unreasonably disadvantaged due to unexpected extenuating circumstance and where deferment of enrolment is not a suitable option.

A partial refund of up to 75% of the fees paid will be granted where the student withdraws less than 7 days prior to course commencement.

Partial refunds on receipt of acceptable evidence (e.g. medical certificates) maybe considered for students who have withdrawn from training and assessment due to extenuating circumstances such as illness.

Where students withdraw after training has commenced and not of their own accord (e.g. closure or loss of government contract) BSI Learning will provide a refund proportionate to the fees charged for the remaining units. Students enrolments that are cancelled due to misconduct are not entitled to a refund.

**No** refund of fees will be granted for students who have commenced training and assessment and/or have been issued with learning resources where extenuating circumstances do **not** exist.

Where a student commences a course but withdraws voluntarily prior to completion or are deemed not yet competent they are not entitled to a refund for the remaining units.

Where student's voluntary withdraws from a qualification but have completed all the requirements of a lower level qualification they will not receive a refund for the remaining units.

### 3.8 Requesting a Refund

Students are asked to email:

Accounts Officer

[accounts@bsilearning.com.au](mailto:accounts@bsilearning.com.au)

Students will be notified in writing of the outcome of their application within 14 working days of their application receipt. For those students granted a refund money will be transferred into the nominated bank account within 30 calendar days. Outcomes of refund requests are documented in the student management system and in the relevant accounting database.

### 3.9 Deferment of enrolment

Deferment of enrolment may be granted on the request of the student for a period of 12 months (from the date of deferment). Where students wish to defer their enrolment greater than the 12-month period they will be required to pay additional fees. Refunds are not granted unless extenuating circumstances exist.

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Students can write a letter or email BSI Learning to request a deferment of their enrolment. BSI Learning will notify the student in writing of the outcome of their deferment application within 3 days of its initial receipt. All related correspondence will be stored in the organisations student management system.

### 3.10 Complaints and appeals

Consumers can lodge a complaint by writing an email or a letter outlining the type and the cause of their grievance to;

**Consumer Protection**

**mailto:** [consumerprotection@bsilearning.com.au](mailto:consumerprotection@bsilearning.com.au)

**T: 1300 137 504**

See Complaints Policy and Procedure for more information.

### 3.11 Monitoring

Financial audits review the refund process ensuring records are transparent and adequately reflect the refunds given.

## 4. Procedure

The following procedure outlines the framework and process of and has been summarised in **Diagram 1** – Refund Procedure.

## 5. References.

- Australian Skills Quality Authority (2015) “*User’s Guide Standards for Registered Training Organisations (RTOs) 2015*”.
- NSW Department of Industry, Skills and Regional Development “*Smart and Skilled Fee Administration Policy 2016*”.
- Department of Education and Training “Pre-qualified Supplier Policy 2015 -16”.
- Department of Education and Training “Certificate 3 Guarantee Program Policy 2015 -16”

**Diagram 1: Refund Procedure**

