

### Contents

	se ons	
Policy		2
1.	Information about fees and charges	2
2.	Fees and charges for Skills First students	2
3.	Course fee inclusions	
4.	Payments	5
5.	Refunds for fee-for-service students	5
6.	Refunds for Skills First students	6
7.	Recording and payment of refunds	7
8.	Publication	7
Proced	lures	7
1.	Student fees	7
2.	Refunds1	0
3.	Publishing fees and refund information1	1
Docum	ent Control1	1

### Purpose

The purpose of this policy and procedure is to outline Pines Learning's approach to managing fees and refunds and to demonstrate how fees paid in advance are protected by Pines Learning

This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards.

Additionally, Pines Learning is contracted by the Victorian Department of Education and Training to provide funded nationally recognised training to Eligible Individuals under the Skills First Contract. 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 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 students 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. These are subject to GST

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'



**Standards** means the Standards for Registered Training Organisations (RTOs) 2015 of the VET Quality Framework which can be accessed from <u>www.asqa.gov.au.</u>

**Tuition Fee** means the amount that Pines Learning 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
  - Pines Learning protects the fees that are paid in advance by students.
    - Pines Learning 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 Student Agreement and summarised on the Course Outline as well as the RTO's website. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment in a Statement of Fees 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 Agreement and the Student Handbook which are provided prior to enrolment, includes this Fees and Refunds Policy and Procedure and informs the student of their consumer rights. Students are asked to sign the Student Agreement in acknowledgement of the terms and conditions of the enrolment and this policy.
  - Where an employer is paying for a student's course, an Employer Agreement will be provided at the time of enrolment outlining the total fees, payment terms and schedule of payments applicable.
  - Students have the right to a 'cooling off period' if they signed up to a course as a result of telemarketing or door-to-door sales. The cooling off period is 10 days from the date they signed their Agreement. To exercise this right, the student must notify our office in writing within 10 days of enrolment.
  - The VET Manager updates the Skills First Fee Waiver/exemption/concessions matrix each year/contract period and outlines in each of the applicable categories the details, responsibilities and reporting requirements in accordance with the requirements of the current contract
  - A payment plan is available to assist with payment of fees.
  - Students may apply to have fees waived on hardship grounds. To apply a "student discretionary fund application", will need to be completed. These are available from reception. The decision to waive fees will be at the discretion of management.

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

#### **Tuition Fees**

For 2024, Pines learning is not charging any tuition fee for funded students. In the event if Pines Learning amends fee structure to include a tuition/enrolment fee then the following applies:



- 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.
- The published Tuition Fees for Skills First students are subject to change given individual circumstances at enrolment.

#### 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 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.
- Where Pines Learning does not charge all fees for an enrolment in a program in one instance (for example, if fees are charged for each semester or year of study), then after initially checking a student's Fee Concession entitlement as part of enrolment, Pines Learning must re-check their entitlement when an invoice is issued to the student for new fees.
- Where Pines Learning offers a student a 'payment plan' (meaning that the student is charged all fees for an enrolment in a program in one instance, but Pines Learning makes an arrangement with the student to pay in instalments), Pines Learning does not need to re-check Fee Concession entitlement each time a new invoice is issued for an instalment amount.
- Pines Learning may sight and retain evidence of Fee Concession entitlement by:

Sighting	Retaining
a) the original card, or correspondence from the card issuer confirming a concession is granted to the individual and they may commence claiming their entitlement	<ul> <li>a copy of the original card or correspondence, indicating the date it was sighted. The copy must show the:</li> <li>concession holder's name;</li> <li>card number;</li> <li>'valid from' or card start date; and</li> <li>expiry date of the concession entitlement. OR</li> </ul>



b) the concession card displayed on a Digital Wallet through a Centrelink Express Plus mobile application on the cardholder's mobile device. The digital card may not be sighted via a screen shot of the card that is e-mailed or otherwise reproduced.	<ul> <li>a written declaration attached to the student's file stating that the digital concession card has been sighted, showing the:</li> <li>name of the authorised delegate who sighted the card;</li> <li>date the card was sighted;</li> <li>concession holder's name; and</li> <li>card type. OR</li> </ul>
c) the equivalent record of a concession card as extracted from Centrelink Confirmation eServices by the Training Provider	<ul><li>an extract from Centrelink Confirmation</li><li>eServices showing the:</li><li>card type and the date the extract was made</li><li>OR</li></ul>
<ul> <li>d) • confirmation from a Gateway Service</li> <li>Provider2 that it has connected to the</li> <li>Commonwealth Government's Document</li> <li>Verification Service (the DVS) and verified that</li> <li>an individual's name and concession card</li> <li>number match a current and valid record of</li> <li>concession entitlement in the DVS; and</li> <li>information from the student about the type of</li> <li>concession card they hold, to confirm it is a type</li> <li>accepted by the Department</li> </ul>	<ul> <li>a transaction record generated by securely logging in to the administrative platform provided by the Gateway Service Provider, that shows:</li> <li>the concession holder's name; and</li> <li>that their name and concession card number were verified to match a current and valid concession entitlement in the DVS; and</li> <li>a record of the type of concession card the student holds, attached to the student's file.</li> </ul>

#### Fee Waivers

- Tuition Fee waivers will be granted as per the Skills First Fee Waiver/exemption/concessions matrix each year/contract period and outlines in each of the applicable categories the details, responsibilities and reporting requirements in accordance with the requirements of the current :
  - Who are from the Judy Lazarus Transition Centre (as a prisoner within the meaning of the Corrections Act 1986).
  - Who are required to undertake the course pursuant to a community based order made under the Children, Youth and Families Act 2005.
  - Referred with a validly endorsed Referral Form by the Department of Families, Fairness and Housing, or the Department of Justice and Community Safety for the Skills First Youth Access Initiative.
- Tuition fee waivers as outlined above will only be granted where Pines Learning is provided with the appropriate evidence as required by the Department.

#### Statement of Fees

- All Skills First students will receive a Statement of Fees prior to 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



- the training and assessment, and related educational and support services Pines Learning will provide to the student including the:
- the approximate value of the government contribution expressed in dollars, and
- any other applicable fees, such as student services, amenities, goods or materials.

#### 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.
  - 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). Reissuance or additional copies of these documents will attract a fee.
- Course and tuition fees do not include:
  - Any optional textbooks, uniform for placement 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 -.
  - Direct debit setup, transaction and dishonour fees (where applicable).
  - Credit card payment surcharges.
- Pines Learning 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 EFTPOS, electronic transfer, credit card, cheques or direct debit.
- 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.
- Debts may be referred to a debt collection agency where fees are more than 40 days past due.
- Pines Learning 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. Pines Learning will not issue a testamur if there are outstanding payments

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

• All course fees for fee-for-service students include a non-refundable deposit which is detailed on the Course Outline and Student Agreement. The deposit is non-refundable, except in the circumstances detailed below.



- A full refund of any fees paid (including the deposit) will apply if Pines Learning is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- In the unlikely event that Pines Learning 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 Pines Learning or any third parties delivering training and assessment on its behalf ceases to operate.
  - Where Pines Learning ceases to deliver the course in which a student is enrolled and the agreement is terminated.
  - Where Pines Learning 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, Pines Learning 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 Pines Learning to provide those services. A pre-existing medical condition impacting on course participation including practical placement not disclosed prior to enrolment, will not be considered for a refund.
- 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.
- A refund will not be issued if a student is asked to leave a course by Pines Learning for not abiding by any policies listed in the Student Handbook and accepted at the time of enrolment.

#### 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 the VET manager/coordinator via email
- A full refund will also apply if Pines Learning 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*.
- Refunds will not be provided for materials fees if the student has received any or all course materials.



• The outcome of the refund assessment will be provided in an email to the student 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

- Pines Learning 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.

### **Procedures**

#### 1. Student fees

•

Pro	ocedure	Responsibility
Α.	Invoices for Fee-for-service students	Admin staff / IMO
•	Upon enrolment, raise deposit/first invoice in accordance with Student Agreement and agreed payment schedule.	
•	Keep a copy of the invoice on the student's digital file. In VETtrak	
•	Setup remaining invoices for the course as per the payment schedule as draft/ pending invoices.	
в.	Invoices for Skills First students	IMO/ admin staff
•	Prior to enrolment, ensure the student has been provided with their Statement of Fees – an individualised quote for all relevant fees in their course available through VETtrak.	
•	Raise invoices in line with relevant published Tuition Fees	
•	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.	
•	If the student is eligible for a concession or fee waiver, apply the reduced rate as per below.	



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Pro	ocedure	Responsibility
•	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.	
•	In VETtrak 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.	
•	In the student management system, against the Fee/Exemption Concession Type Identifier, record identifier as Z – None.	
C.	Concession fees for Skills First Students	Adult Learning
•	Concessions apply in the following situations:	Support officer/VET Manager/IMO
	<ul> <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> </ul>	inaliage/inite
	– OR	
	<ul> <li>If the student is enrolled under the Asylum Seeker VET program, apply the concession fee.</li> <li>OR</li> </ul>	
	<ul> <li>The student is enrolling in a Certificate IV level course or lower.</li> <li>AND meets the one of the following requirements:</li> </ul>	
	<ul> <li>The student holds a Health Care Card, Pensioner Concession Card</li> </ul>	
	or a Veteran's Gold Card, current on the date of enrolment, or	
	<ul> <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>	
•	The Coordinator must check a student's entitlement for a Fee Concession as part of enrolment and prior to the commencement of training.	
•	If a student's Fee Concession entitlement expires before they complete all hours for which they have paid tuition fees, they are still entitled to receive a Fee Concession for those hours.	
•	Pines Learning must report all Fee Concessions it grants in accordance with the Victorian VET Student Statistical Collection Guidelines.	
•	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.	
•	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.	
•	Apply the Concession rate to the Tuition Fees which is 20% of full Tuition Fee. Concession does not apply to materials and other fees.	
•	Ensure waivers are granted where there is suitable evidence – refer to policy and Guidelines about Fees for evidence required.	
•	Evidence of concession and fee waivers must be kept in the student's file.	



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Procedure			Responsibility
<ul> <li>In the student management system, in Clie hourly rate (in cents) that the student was of for their enrolment in the unit, being 20% of</li> <li>In the student management system, agains Type Identifier, record the following, as approximately a start of the student following and the student following and the start of the student following and the student following and the start of the following and the start of the student following and the start of the start of the following and the start of the start of the following and the start of the sta</li></ul>			
Type	Identifier	Eligible for concession/ waiver contribution from the Department	
Health Care Card	Н	Yes – concession	
Job Seeker concession card holder	J	No – Not from Department	
Job Seeker NOT holding concession card	К	No – not applicable	
Prisoner	М	No	
Pensioner Concession Card	Р	Yes – concession	
Veterans Gold card	V	Yes - concession	
<ul> <li>D. Fee waivers for Skills First Students</li> <li>Do not charge tuition fees, and apply a fee individuals: <ul> <li>Who are from the Judy Lazarus Transit meaning of the Corrections Act 1986).</li> <li>Who are required to undertake the coulorder made under the Children, Youth</li> <li>Referred with a validly endorsed Referre Families, Fairness and Housing, or the Community Safety for the Skills First Yee</li> <li>Enrolling in a Job Trainer Skill set inclus Schedule2</li> </ul> </li> <li>Appropriate evidence to support the fee wather the student was charged as their stude the unit, being \$0.00.</li> <li>In the student management system, agains Type Identifier, record the following:</li> </ul>	Adult Learning Support officer /VET Manager/IMO		
Туре	Identifier	Eligible for concession/ waiver contribution from the Department	
Judy Lazarus Transition Centre	Х	Yes – waiver	
Community Based Order under Children, Youth and Families Act			
Skills First Youth Access Initiative	E	Yes – waiver	



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Pro	ocedure	Responsibility
E.	Receiving payments	IMO/Finance team
•	Payments may be made by EFTPOS, cash, direct bank transfer, credit card or direct debit.	
•	Record payments against the relevant invoice on MYOB and in VETtrak	
•	Provide the student with a receipt from VEttrak.	
F.	Managing overdue fees	IMO/Finance
•	Send out statements monthly to students to show outstanding fees.	Team/VET Manager
•	Call students where payments are more than 14 days overdue.	
•	Any student with an invoice over 40 days past due should be referred to the debt collection agency.	
•	Refer to the VET Manager 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.	
•	Where fees continue to be unpaid, refer to VET Manager to consider withdrawal.	

#### 2. Refunds

Refer

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

Pro	ocedure	Responsibility
Α.	Processing refunds – fee-for-service students	Finance Team
•	If a course is cancelled by Pines Learning 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.	
•	Students who withdraw from their course and seek a refund are to make a request for a refund in writing.	
•	To make an assessment of a refund due, consider the services the student has received. Consider the following:	
	<ul> <li>Deposit/enrolment fee is non-refundable – this covers administration time for enrolment and induction process.</li> </ul>	
	<ul> <li>Text books provided</li> </ul>	
	<ul> <li>Training received – number of classes attended, visits received, online training (adjust this according to your delivery model/s)</li> </ul>	
	<ul> <li>Individual support provided by the trainer/assessor</li> </ul>	
	<ul> <li>Assessments marked</li> </ul>	



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Pro	ocedure	Responsibility
•	Consider the costs incurred by Pines Learning as per above, plus the fees paid by the student to calculate a suitable refund. Refund assessments are to be approved by VET manager /Finance Manager.	
•	Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable.	
•	Keep a copy of the refund assessment on the student's file.	
G.	Processing refunds – Skills First students	Finance Team
•	If a course is cancelled by Pines Learning 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.	
•	If a student withdraws from their course at least 14 days prior to commencing, automatically issue a full refund.	
•	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.	
•	If a student is eligible for a refund as per above, issue a refund for any units the student hasn't participated in.	
•	Refund assessments are to be approved by the VET manager/Finance Manager.	
•	Notify the student in writing of the outcome of the refund assessment	
•	Record refund in the accounting system and make payment of the refund.	
•	Keep a copy of the refund assessment on the student's file.	

#### 3. Publishing fees and refund information

Pro	ocedure	Responsibility
Α.	Publishing information on website	VET Manager/IMO
•	Up-to-date fees information must be published on the organisation's website, in accordance with the Contract.	
•	Refer to the Marketing and Advertising P&P for details on the information required to be published on the website.	

#### **Document Control**

Version	Date	Reason for change	Prepared By	Approved By
V1.1	Feb 2021	review	Quality & Compliance Manager	General Manager
V1.2	July 2022	Updating to meet Skills First Contract Combined Fees, Concessions, fee waiver and refund	Marie Vassallo Consulting Australia	



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		policies and procedures into one document		
		Updating to meet Skills First Contract 2024		
V1.3	Feb 2024	Updating person responsible	Aarthi Prakash	