

# Fees, Charges and Refunds Policy and Procedure

Responsible Officer	AGB Training Authorised Delegates and Senior Management Team
Approved by	Senior Management Team
Review by	Andrea Clifford
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## 1. Purpose

### 1.1. Scope

To ensure that fees, charges and refunds are dealt with in a transparent, ethical and consistent manner in line with governing regulations and legislation.

## 2. Audience

### 2.1. RTO Stakeholders, Employees and AGB Training Students.

## 3. Definitions

<b>ASASQA</b>	Australian Skills Quality Authority; national vocational education and training regulator.
<b>CT</b>	Credit Transfer. Credit is the value assigned for the recognition of equivalence in content and learning outcomes between different types of learning and/or qualifications. Credit reduces the amount of learning required to achieve a qualification and may be through credit transfer.
<b>ESOS</b>	Educational Services for Overseas Students
<b>HESG</b>	Higher Education Skills Group
<b>Learning</b>	Means the process followed by a learner. There are three types: a) <b>Formal learning</b> refers to learning that takes place through a structured program of instruction and is linked to the attainment of a formal qualification or award (for example, a certificate, diploma or university degree); b) <b>Non-formal learning</b> refers to learning that takes place through a structured program of instructions, but does not lead to the attainment of a formal qualification or award (for example, in-house professional development programs conducted by a business); and c) <b>Informal learning</b> refers to learning that results through experience of work-related, social, family, hobby or leisure activities (for example the acquisition of interpersonal skills developed through several years as a

	sales representative).
<b>NVR</b>	National Vocational regulator
<b>RPL</b>	<p>Recognition of Prior Learning (RPL) means an assessment process that assesses the competency/s of an individual that may have been acquired through formal, non-formal and informal learning to determine the extent to which that individual meets the requirements specified in the training package or VET accredited courses.</p> <p>a) formal learning refers to learning that takes place through a structured program of instruction and is linked to the attainment of an AQF qualification or statement of attainment (for example, a certificate, diploma or university degree);</p> <p>b) non-formal learning refers to learning that takes place through a structured program of instruction, but does not lead to the attainment of an AQF qualification or statement of attainment (for example, in-house professional development programs conducted by a business); and</p> <p>c) informal learning refers to learning that results through experience of work-related, social, family, hobby or leisure activities (for example the acquisition of interpersonal skills developed through several years as a sales representative).</p>
<b>RTO</b>	Registered Training Organisation
<b>SNR</b>	Standard National Regulator
<b>Student</b>	Means an individual who is receiving, responding to and processing information in order to acquire and develop competence. This incorporates the processes of preparing and presenting for assessment
<b>Training and assessment strategy</b>	Training and assessment strategies and practices are the approach of, and method adopted by, an RTO with respect to training and assessment designed to enable learners to meet the requirements of the training package or accredited course.
<b>Training Package</b>	Means the components of a training package endorsed by the Industry and Skills Council or its delegate in accordance with the Standards for Training Packages. The endorsed components of a Training Package are: units of competency; assessment requirements (associated with each unit of competency); qualifications; and credit arrangements. The endorsed components form part of the requirements that an RTO must meet under these Standards. A training package also consists of a non-endorsed, quality assured companion volume/s which contains industry advice to RTOs on different aspects of implementation.
<b>Units of competency</b>	Mean the specification of the standards of performance required in the workplace as defined in a training package.
<b>VET</b>	Vocational Education Training
<b>VWA</b>	Victorian WorkCover Authority

## 4. Policy Statement

AGB Training will ensure that all students are provided with accurate fees, charges and refund information prior to enrolment. Current fees and charges are provided to students through our website and our fee schedule pamphlet. Our fees, charges and refund policy and procedure are also published on our website.

Upon enrolment all students are required to sign a written agreement which includes information regarding the fees and charges process and our refund policy.

All fees, charges and refunds will adhere to all relevant governing legislation and regulations in their development, implementation and collection.

## 5. References

1. Australian Qualification Framework (AQF) and its Policies
2. Standards for Registered Training Organisations (RTOs) 2015
3. ASQA General directions
4. Education Services for Overseas Students Act 2000
5. Education Services for Overseas Students Regulations 2001
6. National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Student 2007
7. VET Funding Contract Victorian Training Guarantee Program
8. Vic Roads Training Standards
9. WorkSafe Training Standards

## 6. Procedure

### 6.1. Administration Fee

Administration fee – is a fee charged for the training service provided.

Fee for service – is the price of training where the student is not eligible to receive government funding.

Concession fee – a concession fee is 20 percent of tuition fee. Eligible concessions are:

- Commonwealth Health Care Card;
- Pensioner Concession Card;
- Veteran's Gold Card; or
- An alternative card or concession eligibility criterion approved by the Minister.

To be eligible for the concession rate the concession card must be presented at time of enrolment and be in date.

Students identified as being Aboriginal or Torres Strait Islander descent must be charged at the concession rate. The enrolment form with evidence declared by the student that they are of this descent must be retained.

Students referred under the Single and Teenage Parent Training Initiative entering into training at a Certificate II, III or IV level must be charged the concession fee.

Job Active/DES referrals – if a student is referred by a jobactive/DES provider the provider is responsible for paying 80 percent of the tuition fee with the student being responsible for the remaining 20 per cent. The fees and charges for each party is outlined in the jobactive/DES referral form.

## **6.2. Booking fee**

For all licence units a non-refundable booking fee is charged and must be paid upon enrolment.

## **6.3. RPL and CT transfer fee**

Please refer to our RPL and CT transfer policy and procedure for costs relating to this service.

## **6.4. Payment process**

**6.4.1.** When collecting fees in advance no more than \$1,000 can be collected for each individual student prior to training commencing. After commencement of training, amounts of up to \$1,500 may be collected at any time.

6.4.1.1. The remainder of your course fees will be paid incrementally over the duration of the course, according to the student's ability to pay, as negotiated with the Finance Manager. Individual incremental payments will never exceed \$1500 in accordance with AQTF – Essential Conditions and standards for continual registration Condition 5.

**6.4.2.** Students who are facing hardship or difficulty in paying the tuition fee may in consultation with the student enrolment officer agree to pay their tuition fee on a payment plan through direct debt.

**6.4.3.** Students are only able to commence their training once they have either paid their fees in full as per 6.4.1 or have entered into a payment plan through direct debit processing.

## 6.5. Re-assessment charges

A re-assessment charge may be applicable where the student has attempted and failed the assessment on two previous occasions. The price will vary depending on the amount of re-training required and the level of support the student needs prior to sitting the assessment again. This price will be decided in consultation with the relevant Manager.

## 6.6. Statement of attainment and certificate re-issuance charges

Where a student requires a statement of attainment or a certificate to be re-issued a \$25 charge will apply per re-issuance. The student will need to provide photo ID prior to being able to receive the re-issuance. Approved photo ID includes a current driver's licence, keypass or passport.

## 6.7. Exemptions and waivers

All documentation must be sighted and retained prior to commencing training to determine a student's eligibility for a fee exemption or waiver.

A tuition fee cannot be charged for students referred through the Judy Lazarus Transition Centre, Young people on community based orders program or Young People Transitioning from Care Initiative.

## 6.8. Refunds

**6.8.1.** AGB Training **must enter into a "written agreement"** with each student or intending student **AND must refund** the amount (if any) **required by the Written Agreement** to the following person:

- If a **person** (other than the student) is **specified in the agreement** to receive any refund under this section—the specified persons
- Otherwise—the **student**.

**6.8.2.** AGB Training Defaults on student "written agreement".

This refund applies to a student in relation to a course if:

- a) The course does not start on the agreed starting day; or
- b) The course ceases to be provided at any time after it starts but before it is completed; or
- c) The course is not provided in full to the student because a sanction has been imposed on AGB Training and the student has not withdrawn before the default day.

**6.8.3. AGB Training must pay the following amount within 2 weeks after the default day.**

<b>Administration Charge:</b>	<b>FULL REFUND</b>
<b>Course fees:</b>	<b>FULL REFUND</b>
<b>Material fees:</b>	<b>NO REFUND</b>
<b>Other Fees:</b>	<b>NO REFUND</b>

**6.8.4. Student Defaults on “Written Agreement”**

This refund applies to students in relation to a course if:

- a) The course starts on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- b) The student withdraws from the course (either before or after the agreed starting day); or
- c) The registered provider of the course refuses to provide, or continue providing, the course to the student because of one or more of the following events:
  - i. The student failed to pay an amount he or she was liable to pay AGB Training, directly or indirectly, in order to undertake the course;
  - ii. The student breached a condition of his or her student visa;
  - iii. Misbehaviour by the student.

**6.8.5. AGB Training must pay the following amount within 4 weeks after receiving a written claim from the student.**

<b>Administration Charge:</b>	<b>NO REFUND</b>
<b>Course fees:</b>	<b>LESS COURSE FEES OWED PRO RATA TO DEFAULT DATE</b>
<b>Material fees:</b>	<b>NO REFUND</b>
<b>Other Fees:</b>	<b>NO REFUND</b>

**Note:**

**Agreed starting day** means the day on which the course was scheduled to start, or a later day agreed between AGB Training for the course and the student.

**Default day** means:

- a) The agreed starting day, if paragraph (1)(a) or (2)(a) applies; or
- b) The day on which the course ceased to be provided, if paragraph (1)(b) or (c) applies; or
- c) The day on which the student withdraws from the course, if paragraph (2)(b) applies; or
- d) The day on which AGB Training refuses to provide, or continue providing, the course to the student, if paragraph (2)(c) applies.