

PP002A Fee and Refund Policy and Procedure - Domestic

Purpose

The purpose of this policy and procedure is to outline fees and refunds applicable to AGB Training's products and services and outlines the payer's right to a refund.

This policy covers all services provided including those delivered by Third Party Providers. This policy and procedure is for all domestic students. International students should refer to the *International Student Fees Policy and Procedure*.

Policy

1. Fees

- 1.1. The *Fee and Duration Schedule* and the *Fee and Refund Policy and Procedure* are published on the AGB Training website and made available to all stakeholders.
- 1.2. All prospective students are required to read, understand and agree to the information provided in the *Fee and Duration Schedule* and the *Fee and Refund Policy and Procedure* prior to enrolment.
- 1.3. Where an offer of enrolment has been made by AGB Training the student is required to sign a written agreement agreeing to the terms and conditions of the following documents:
 - *Fee and Duration Schedule*
 - *Fee and Refund Policy and Procedure*
 - *Tax Invoice* specific to the enrolment
 - Payment schedule included in the *Payment Plan*, where relevant
- 1.4. For the purpose of the Victorian Funding Contract the above mentioned documents make up the Statement of Fees.
- 1.5. All fees will be charged as per the *Fee and Duration Schedule* current at the time of enrolment.
- 1.6. For all licence units a non-refundable booking fee is charged and must be paid upon enrolment.
- 1.7. There is no cost relating to credit transfer where unit/s are deemed to be equivalent.
 - 1.7.1. Where the unit is not equivalent and gap training and assessment is required, this will be charged as per the *Fee and Duration Schedule*.
- 1.8. Fee waiver/exemptions and concession discounts do not apply to courses other than government subsidised enrolments.
- 1.9. Fees include the cost of one award being issued. Where the student requires a re-print and/or additional copies it will be charged as per the *Fee and Duration Schedule* current at the time of the request.
- 1.10. Fees include the cost of two (2) assessment attempts. Where additional assessment attempts are required they will be charged as per the *Fee and Duration Schedule* current at the time of the request.
 - 1.10.1. For licensing courses please refer to the *Fee and Duration Schedule*.
- 1.11. Students are only able to commence their training once they have either paid their fees in full or have entered into a payment plan through direct debit processing.

2. Direct Debit Request

- 2.1. All prospective students are able to apply for a payment plan for all relevant fees.
- 2.2. Prospective students should speak with AGB Training staff and request a *Direct Debit Request*.
- 2.3. The *Direct Debit Request* will be reviewed by the Finance Manager and students advised of the outcome as part of the enrolment application process.
- 2.4. All payment plans must be paid within four weeks of relevant course ending and payments are scheduled to do so.

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3. Fees in Advance

- 3.1. Students will not be required to pay more than \$1,500 fees in advance.
- 3.1.1. Where the employer of the student is paying the fees AGB Training will collect more than \$1,500 fees in advance.
- 3.2. Where a program is more than \$1,500, students will be required to pay \$1,500 prior to training commencing and the student will enter in to a Direct Debit Schedule with AGB Training for the balance which will be paid incrementally over the duration of the course, according to the student's ability to pay, as negotiated with the Finance Manager.
- 3.2.1. The payment plan will be scheduled to ensure individual incremental payments do not exceed \$1,500 in fees in advance.

4. Government Subsidised Enrolments

- 4.1. AGB does not currently charge tuition fees for government subsidised enrolments. Where AGB Training does implement tuition fees, the following information is relevant.
- 4.2. A discount may apply to the standard tuition fees depending on individual student's eligibility in the following circumstances:

4.2.1. Tuition Fee Waivers/Exemptions:

Judy Lazarus Transition Centre	An individual who is from the Judy Lazarus Transition Centre (as a prisoner within the meaning of the Corrections Act 1986) will not be charged a tuition fee.
Young people on community based orders	An individual who is required to undertake the course pursuant to a community based order made under the Children, Youth and Families Act 2005 will not be charged a tuition fee.

4.2.2. Concession Fees:

General Concessions	Where the student presents a current and valid concession card at the time of enrolment they will be charged 20% of the standard tuition fee: <ul style="list-style-type: none"> • Health Care Card issued by the Commonwealth; • Pensioner Concession Card; or • Veteran's Gold Card; or • An alternative card or concession eligibility criterion approved by the Minister.
Job Active/DES Referrals	Where a student who is eligible for concession has been referred by a Job Active or DES Provider using the appropriate documentation, the Job Active or DES Provider will be charged 80% of the standard tuition fee and the student will be charged 20% of the standard tuition fee.
Indigenous Completions Initiative	Where a student self-identifies as Aboriginal and/or Torres Strait Islander and does not hold a current and valid concession card the student will be charged the concession rate being 20% of the standard tuition fees.
Asylum Seeker VET Program	Where a student is referred under the Asylum Seeker VET program, for enrolments in courses at the Certificate IV level and below, the student will be charged the concession fee being 20% of the standard tuition fees.

- 4.3. Concession discounts are not available for courses Diploma level and above.

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- 4.4. Where a Fee Waiver/Exemption or Concession Fee has been granted and applied specific evidence must be retained.
Please refer to the *Enrolment and Commencement Policy and Procedure*.

5. Payment Options

5.1. Payment options include:

- Direct Debit Request
- EFTPOS
- Credit Card
- Cash
- Electronic Funds Transfer (EFT)
- Study Loans

6. Refunds

6.1. Individuals who seek a refund must complete and submit the *Refund Application* available on AGB Training's website within 30 business days of the default day.

6.2. 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.

6.3. **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.

6.3.1. AGB Training must pay the following amount within 2 weeks of the default day.

Administration Fee:	FULL REFUND
Tuition Fee:	FULL REFUND
Material Fee:	NO REFUND
Other Fees:	NO REFUND

6.4. **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. Misbehaviour by the student.

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6.4.1. AGB Training must pay the following amount within 4 weeks of receiving a completed *Refund Application* from the student.

Administration Fee:	NO REFUND
Tuition Fee:	LESS COURSE FEES OWED PRO RATA TO DEFAULT DATE
Material Fee:	NO REFUND
Other Fees:	NO REFUND

7. Appeal Refund Decision

7.1. Refund decisions can be appealed following the *Complaints and Appeals Policy and Procedure*.

8. Record Keeping

8.1. All records, including those with financial information, will be securely retained as per the *Record Management Policy and Procedure*.

Procedure

1. Payment Plan

Steps	Details	Person/s Responsible
1.1	Receipt of <i>Direct Debit Request</i> from student.	AGB Training Staff Member.
1.2	<i>Direct Debit Request</i> forwarded to the Finance Department for review and approval.	Finance Department.
1.3	Where approved: Advise Enrolment Department and confirm enrolment application is approved. Where approved implement the <i>Direct Debit Schedule</i> and send to the student. Where declined: Advise Enrolment Department.	
1.4	Where approved and Enrolment Application has been approved: Advise student and advise the <i>Direct Debit Schedule</i> will be implemented. Where declined and Enrolment Application has been approved: Advise the student and confirm they wish to proceed with the enrolment application. Where declined or approved and Enrolment Application has been declined: Advise student of the outcome of their Enrolment Application as per the <i>Enrolment Policy and Procedure</i> .	Enrolment Department.

2. Fees in Advance

Steps	Details	Person/s Responsible
2.1	At enrolment it is identified that course fees exceed \$1,500. Employer of the student is paying: Collect all relevant fees. Student paying: Collect \$1,500 from student and complete the Direct Debit Request. Once complete forward to the Finance Department.	Enrolment Officer.
2.2	Review the <i>Direct Debit Request</i> and schedule the remaining balance of fees over the duration of the course ensuring the fees in advance never exceed \$1,500.	Finance Department.
2.3	Contact the student to confirm the <i>Direct Debit Schedule</i> is suitable and agreed to.	
2.4	Course starts and student is in attendance. Notify the Finance Department.	Student Support Department.
2.5	Commence payments as per <i>Direct Debit Schedule</i> .	Finance Department.

3. Refunds

Steps	Details	Person/s Responsible
3.1	Receipt of <i>Refund Application</i> .	AGB Training Staff Member.
3.2	<i>Refund Application</i> is forwarded to the Training Manager and reviewed to determine if refund is approved as per the criteria in this policy and procedure.	Training Department.
3.3	Where approved: Advise the applicant of the outcome, refund date and notify the Finance Department to process refund. Where declined: Advise the applicant of the outcome, rationale behind the decision and their right to appeal the decision as per the <i>Complaints and Appeals Policy and Procedure</i> .	
3.4	Process the refund ensuring it is refunded to the original payer and in the same source the payment was received in the timeframe as clause 6.3.1 or 6.4.1 (whichever is relevant) of this policy and procedure.	Finance Department.

Definitions

Administration Fee	Are a range of fees and charges that apply to specific services or goods supplied by the training organisation.
Agreed Starting Day	The day on which the course was scheduled to start, or a later day agreed between AGB Training for the course and the student.
Appeal	A request to have a decision reconsidered.
Award	AQF Certification Documentation (for the purpose of this policy and procedure)
Booking Fee	A fee charged when booking a licence course.
Concession Fee	A concession fee is 20% of the published standard tuition fee. This is only applicable to government subsidised enrolments.
Default Day	means: a) The agreed starting day, if clause 6.3a and 6.4a applies; or b) The day on which the course ceased to be provided, if clause 6.3b and c applies; or c) The day on which the student withdraws from the course, if clause 6.4b applies; or d) The day on which AGB Training refuses to provide, or continue providing, the course to the student, if clause 6.4c applies.
Fee For Service	Is the price of training where the student/enrolment is not eligible to receive a government subsidised enrolment place.
Fees in Advance	Fees collected before the relevant services have been provided. This includes all fees a student is required to pay including enrolment fees, tuition fees, material fees and any other fee component that is a mandatory payment for the course.
Government Subsidised	Funded under the Victorian Funding Contract.
Material Fee	Include fees and charges associated with goods that are used to produce items that become your physical property including text books.
Student	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.
Third Party Provider	Any party that provides services on behalf of the RTO but does not include a contract of employment between an RTO and its employee. Source: ASQA Standards for Registered Training Organisations (RTOs) 2015
Tuition Fee	Is fees that are payable when a student begins to study and does not include room and board, textbooks, or other fees.

Referencing Documents:

- Standards for Registered Training Organisations (RTOs) 2015, Fact Sheets and General Directions
- Australian Qualifications Framework (AQF) and policies
- Victorian VET Funding Contract, Guidelines and Contract Notifications
- VicRoads Accredited Provider Services Agreement, Heavy Vehicle Business Procedure Manual and Gazettes
- WorkSafe Victoria Standards and Notifications

Responsible Department:	Finance Department.	Approved By:	Chief Executive Officer.
Policy Mapping:	ASQA Standards Clauses: 5.3, 7.3, 8.5 Victorian Funding Contract Clauses: 4.2 Victorian Funding Contract - Schedule 1: 1.2, 1.5 Victorian Funding Contract: Guidelines about Fees		