Policy_Fees and Refunds

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Purpose/Objective

This Policy has been developed to provide guidance on our approach to managing the fees and charges set for our services and facilities and administering refunds. This Policy also demonstrates how fees paid in advance are protected.

Scope

This Policy applies to fees, charges, and refunds applied to our provision of training and assessment services, whether our students are undertaking training and assessment under a government subsidised course, or a fee-for-service course. This policy takes into consideration the requirements for fee-protection.

Definitions

"We", "our" or "us" means Foresite Group, which incorporates Foresite Training Pty Ltd RTO number 22227 and Arbortrim Australia Pty Ltd RTO number 3562.

Course means a training program in which a student enrols. A course may be a single unit of competency, a skill set, an accredited course or a full qualification.

Tuition Fees means the amount a student is required to pay for a course.

Policy Statement

Fees

Prospective students are advised of the fees associated with a course prior to enrolment or commencement of training, whichever comes first. This information is provided across the following documents:

- Schedule of Fees
- Short Course Brochure
- Statement of Fees and Student Fee Agreement

Schedule of Fees

- Tuition Fees for accredited qualifications and short courses, including concession rates.
- Published on the website

Short Course Brochure

- Tuition fees for accredited and non-accredited short courses.
- Published on the website

Statement of Fees and Student Fee Agreement

- Tuition Fees, including concession rates
- Other applicable costs which may apply
- Fees and Refunds Policy
- Payment terms and plans
- Rights as a consumer
- Provided at enrolment

Student Fee Calculation

Fees are calculated for each individual student based on a number of factors, including course and unit selection, eligibility for government subsidised training and concessions, applications for Recognition of Prior Learning (RPL), Credit Transfer (CT) and previous fees paid.

Protection of fees paid in advanced

We protect fees that are paid in advanced. Total fees due prior to commencement of training will not exceed \$1,500.00 for individual enrolments. Students will be provided with a payment plan where fees are in excess of \$1,500.00.

Concession Rates and Fee Waivers for Government Subsidised Training

At enrolment, prior to commencement of training, we will sight, and sign a declaration of sighting, evidence of concession fee entitlement. Concession Fees are applicable for government subsidised students who:

- Hold a current Commonwealth Health Care Card
- Hold a current Pensioner Concession Card
- Hold a current Veteran's Gold Card
- Are eligible to participate in the Asylum Seeker VET program, either self-referred or referred to training by the Asylum Seeker Resource Centre or the Australian Red Cross.

and who enrol in a Certificate IV level course or lower.

A grace period of up to one month may be permitted if a student does not immediately provide their concession evidence at enrolment. The following must apply if a grace period is to be granted:

- The student must be entitled to a concession before training commences (i.e. has received or applied for a concession card or will do so before commencement)
- The student must advise at enrolment of their intent to supply evidence of concession entitlement
- The student must be aware that non-concession fees will apply if concession evidence is not submitted
- The evidence provided must have a concession entitlement start date on or before the commencement date of training

At enrolment, prior to commencement of training, we will sight and retain copies of all documentation demonstrating an individual's eligibility for any tuition fee waiver/exemption granted. Full fee waivers apply to eligible government subsidised students who:

- are prisoners from the Judy Lazarus Transition Centre
- are who are young people on community-based orders
- self-identify as being Aboriginal or Torres Strait Islander descent.

Late payments

Students who are experiencing difficulty in paying their fees are invited to call our head office to make alternative arrangements. We reserve the right to suspend the provision of any training and assessment 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. Debts may be referred to a debt collection agency where fees are more than 40 days past due. Additional costs incurred by us for debt collection may be passed onto the student.

Refunds

Students who withdraw from a course and seek a refund or have the amount they owe on their fees reduced, must apply in writing using the *Refund Application Form*. This form outlines the details and reason for the request. A *Refund Application Form* must be received within 4 weeks (28 days) of course cancellation/withdrawal in order to be considered.

Students will be eligible for a refund in the following circumstances:

- Full refund where we cancel a course prior to commencement
- Full refund of unspent course fees where we cancel a course after commencement. The percentage of
 unspent course fees will be calculated based on services already provided up to the day the course is
 cancelled.

In cases where course fees include a non-refundable tuition or enrolment fee, this will be included in the Statement of Fees and Student Fee Agreement. This is non-refundable except in the unlikely event where we are required to cancel a course due to insufficient numbers or other unforeseen circumstances. In this case, students will receive a full refund of their deposit.

Outcomes of refund decisions

We will provide the outcome of any refund assessment in writing to the student, outlining the decision and reasons for the decision, along with any applicable refund adjustment notice.

Students will be advised that they may appeal the refund assessment by following our Complaints and Appeals Policy.

Procedures

Refund Application

Pro	ocedure	Responsibility
All	qualifications and courses	
	refund applications are to be submitted to Management or the Administration im and the following procedures actioned in assessing the refund application.	Training Manager
•	All refund information is to be made available to clients prior to enrolment through:	Accounts Team
	 Student Handbook 	General Manager
	 The Foresite Group's websites 	Administration and
	 Relevant Policies and Procedures 	Finance
•	Students who withdraw from a course and wish to seek a refund or have the amount they owe on their fees reduced, must apply to Foresite Group in writing using the <i>Refund Application Form</i> , outlining the details and reason for their request.	
•	Failure to attend will incur forfeiture of full payment	
•	Students who have not completed a <i>Refund Application Form</i> within 4 weeks (28 days) from cancellation/withdrawal are not eligible for consideration of a refund or reduction in fees.	
•	Applications will be processed within 2 weeks (14 days) of the application being received by the Foresite Group.	
•	Where a student is entitled to a refund via Credit Card, Debit Card or EFTPOS Foresite Group's Accounts Team is required to process the refund payment as approved. The refund must go back on to the card that was originally used to make the payment. Where a refund is to be given by direct debit to a bank account or by cheque then the Accounts Team will process the refund.	
•	Payment of a refund application cancels a student's enrolment.	
•	A copy of all Refund Application Forms must be provided to the Accounts Team.	

Refunds due to non delivery of course by the Foresite Group

Procedure	Responsibility
Foresite Group Default	Training Manager
Tuition fees are to be refunded in full if Foresite Group is unable to commence the course as agreed, due to unforeseen circumstances.	Accounts Team
Any 'unused tuition' fees are to be refunded where Foresite Group is unable to complete a course.	General Manager Administration and Finance
Where there is an instance of the above circumstances, Foresite Group may arrange for another course, or part of a course, to be provided to students at no extra cost to the student as an alternative to refunding course money. Where the student agrees to this arrangement, Foresite Group will not be liable to refund any monies for the original enrolment.	

Qualification Refunds

Refund Applications for Qualifications

- A full refund, less a \$250 Administration Fee or the non-refundable deposit, up to\$1,500, as detailed in the Statement of Fees (whichever is greater), will be paid if 1 week (7 days) notice is provided prior to course commencement
- A partial refund will be provided in cases where a student withdraws within 1 week (7 days) of course commencement and prior to the half way point of the course.
- Refund calculations will be based on the total tuition fees less the proportion of units scheduled to be commenced and any non-refundable deposit as per the Course Outline and the Student Statement of Fees and Student Fee Agreement.
- No refund will be provided if withdrawal is after the half way point of the course or NIL attendance or abandonment of a course without notification.
- No refund of course fees where a student did not start the course at the location on the agreed starting day or the student withdrew from the course at that location or the student did not pay the fees due.
- No refund of course fees where a student has arrived late to a course and has been denied entry by the trainer
- No refund of course fees where the Foresite Group terminates the student's
 enrolment or ejects a student from training because of a failure to comply with the
 Foresite Group's policies and procedures and the Student Code of Conduct
 including misbehavior.
- No refund of course fees where the student does not present the required paper work or ID at time of enrolment and training; or where the student does not meet the entry requirements of the course and 1 week (7 days) notice of non-eligibility was not provided by the student.
- No refund of course fees where a student is unable to proceed with training due to language, literacy or numeracy (LLN) barriers where these have not been declared at time of booking. All students can complete an LLN assessment prior to booking their course to ensure suitability prior to confirming their booking.
- No refund of course fees where a Refund Application Form is not received

Training Manager
Accounts Team
General Manager
Administration
and Finance

Short Course Refunds

Refund Applications for Short Courses

- A full refund, less an administration fee of \$100 per course, will be paid if 1 week (7 days) notice is provided prior to cancellation.
- Cancellation within 1 week (7 days) or failure to attend will incur forfeiture of full payment with no refund applicable.
- No refund of course fees will be provided where a student did not start the course at the location on the agreed starting day or the student withdrew from the course at that location or the student did not pay the fees due.
- No refund of course fees where a student has arrived late to a course and has been denied entry by the trainer
- No refund of course fees where the Foresite Group terminates the student's
 enrolment or ejects a student from training because of a failure to comply with the
 Foresite Group's policies and procedures and the Student Code of Conduct
 including misbehaviour.
- No refund of course fees where a student is unable to proceed with training due to language, literacy or numeracy (LLN) barriers where these have not been declared at time of booking. All students can complete an LLN assessment prior to booking their course to ensure suitability prior to confirming their booking.
- No refund of course fees if a student does not meet the entry or participation requirements of the course.
- No refund of course fees where a Refund Application Form is not received

Training Manager Accounts Team General Manager Administration and Finance

Appealing Refund decisions

Appeals and Complaints

- All clients have the right to appeal a refund decision made by the Foresite Group by accessing the Complaints and Appeals Policy and Procedure.
- This policy and the availability of complaints and appeals processes, does not remove the client's right to take action under Australia's Consumer Protection Laws.
- The Foresite Group's dispute resolution processes do not remove the client's right to pursue other legal remedies where they feel necessary.

Training Manager
Accounts Team
General Manager
Administration
and Finance

Further information

- If fees have been paid by a third party, then refunds will be payable to that third party.
- Any information that the client provides the Foresite Group or that the Foresite
 Group collects about the client (including payments and refunds) can be given to
 authorised State and Commonwealth Agencies, as per the Privacy Policy and
 Procedure.
- Refund Application Forms will be stored in the student file; or if the student withdraws prior to the file creation, the Refund Application Form will be stored with the original booking Form

Training Manager Accounts Team General Manager Administration and Finance

Compliance and Enforcement

The Quality Officer will conduct scheduled and ad-hoc audits to ensure compliance against this policy.

Monitoring and Review

Review of this Policy may occur as a result of any one the following circumstances:

- o Annually, as part of our FG Internal Audit Schedule.
- o Organisational requirements and business offerings
- o Changes to requirements of any funding bodies or regulatory bodies
- o In response to internal or external audit findings

New and changed Policies are published on the Foresite Group SharePoint site.