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**Fees, Charges and Refunds
Policy and Procedure**

Fees, Charges and Refunds Policy and Procedure

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Introduction

Fees, charges and refunds within the VET sector are tightly and carefully regulated to ensure that students and other consumers are protected. In addition, many governments funded training programs have associated fees and refund requirements.

Purpose

The purpose of the *Fees, Charges and Refunds Policy* is to ensure that the position of Global Training Institute (GTI) with regards to these items of business is clear and that all clients are properly informed of their rights and obligations with regards to fees, charges and refunds.

Scope

This policy applies to all fees and charges levied by GTI as well as to all refunds issued.

Responsibilities

This policy is the responsibility of the Chief Executive Officer of GTI.

Definitions

Administration Fee is an administration fee charged for processing enrolment applications that is non-refundable except where GTI has cancelled a course.

Materials Fee is a charge to cover the cost of manuals, resources or other materials required by the student for a specific course. These items remain the property of the student.

Tuition Fee is the fee for the delivery of the training.

Course Fee is the full fee charged for a course which is inclusive of Enrolment Fee, Tuition Fee and where applicable, Materials Fee.

Course Start / Commencement Date is the course start or commencement date and is the first date of the course in which the student is enrolled as published on the letter of offer and course agreement. In the case of students studying online or via distance learning, the course the date published on a letter of offer whichever is the sooner.

Victimised means to single someone out for cruel or unjust treatment.

Discrimination means to make an unjust or prejudicial distinction in the treatment of different categories of people, especially on the grounds of race or sex or age.

Unjust means not based on or behaving according to what is morally right and fair.

Fees, Charges and Refunds Policy and Procedure

VFH is VET FEE HELP

VSL is VET Student Loans

Alignment

| AQTF 2010 | |
|--|---------------|
| Conditions | 3, 5 |
| Standards | 2.3, 3.1, 3.4 |
| Standards NVR Registered Training Organisations 2012 | |
| 5.3, 6.1, 6.4, 9.1, 9.2, 11.2(a), 11.2(b), 11.2(d), 11.2 (e), 16.3, 17.1, 17.4, 20.1, 20.2, 22.1(a), 22.1(b), 22.1(d), 22.1(e) | |
| Standards for Registered Training Organisations (RTOs) 2015 | |
| Clauses 4.1 (k), 5.2(ei, eiii, f), 5.3, 7.3 | |

Policy Statement

GTI will endeavour to make aware all clients and appropriate staff of GTI of the fees, charges and refunds policy and procedure before accepting a student for enrolment.

This refund policy does not apply to international students on a student visa attending CRICOS registered courses.

In accordance with registration requirements the client is advised of, the Fees, Charges and the GTI Refund Policy and Procedure prior to, or at the time of enrolment through the provision of appropriate documentation in either hard copy or electronically.

GTI advises of its fees and charges, as well as its Refund policy, on the GTI website in the *Student Handbook* and where appropriate in the course agreement when required.

Minimum fee payments for on-the-job training, online, distance, corporate training and short courses will be as per the invoice. Minimum fee payments apply only to the maximum pre-payment allowable under regulation which is \$1,500 for students paying their own fees excludes business or organisation paying fees.

Tuition and Administration Fees are non-transferable to other students or other institutions.

A Tuition Fee payment plan may be granted to eligible students in exceptional circumstances or as decided by the CEO.

Any Student making a request for re-credit/refund will not be victimised or discriminated against.

Procedure

Administration and Material Charges

These fees and charges may include administration charges, enrolment fees, booking fees, learning resources essential for the course, uniform garments mandatory in some work-placement programs (e.g. Hospitality, Children's Services, Personal Protective Equipment for construction sites), items that are consumable or transformed by students during the course, text books, photocopying, re-issuing of receipts, copies of academic reports, change of enrolment, additional copies or re-issue of qualifications and academic transcripts, late marking or assessment re-sit fees.

Additional charges may also apply including follow-up charges associated with late or non-payment, overdue fees, qualification reprints, dishonoured cheque fees or to employ the services of a debt collection agency where required for non-payment of overdue fees.

Any equipment/property purchased either separately by the student or paid for as part of materials fees becomes the property of the student.

Payment Arrangements

Irrespective of the availability and receipt of government subsidies by an employer, school or student, it is a requirement of GTI that where tuition fees, administrative charges or other charges are applicable, these must be paid by the specified due dates on the tax invoice and paid in Australian dollars. Payment can generally be made by EFTPOS, money order, direct bank deposit, credit card (a surcharge may apply) bank cheque or personal cheque.

GTI will apply any statutory cooling off period which applies.

Non-Payment of Fees

If a student/employer fails to pay all fees and charges by the due date the student/employer is deemed to be a GTI debtor. Late fee payment may incur a penalty fee of 5% of the total amount payable. Failure to pay the debt within 14 days of the original due date may result in any or all of the following, until the full amount is paid:

- a) Suspension of the student from attending or participating in the course;
- b) Loss of access to the GTI's resources, computer systems or online course;
- c) Loss of access to enrolment record information and academic transcripts;
- d) Inability to graduate;
- e) Termination of the enrolment; and
- f) Report of a breach of a Training Contract (students under a Training Contract as part of a government funded course).

Fees not paid within 14 days of the original due date may be collected by an appropriate Debt Collector and any additional charges incurred for collection will also be payable by the student. GTI reserves the right to suspend or cancel the enrolment of any student whose outstanding fees are not paid.

Administration Fees and Charges

(Applicable to all students)

- National Recognition/Credit Transfer Assessment - No charge.
- Replacement Student ID - \$25.
- Document Re-issue where the original document has already been provided to the student:
 - Receipt Reprint \$20; or
 - Other documents \$50.

Further Administration Fees and Charges

- The Application Fee referred to in the *Student Fees Schedule* included with the Application Form is not refundable if the application is accepted and the applicant wishes to cancel their enrolment. The Application Fee covers the cost of registration and the review of the initial application.
- All late payment of fees may incur a late payment charge of ~~\$50.00~~ for each late payment.
- Payment Plan Surcharge - An additional 5% surcharge may be applied where course fee is paid by instalment.
- Supplementary Assessment/ Reassessment:
 - Theory unit re-sit - \$100
 - Practical unit fee is subject to the individual assessment requirements as well as any additional consumables that may be required.
- Unit of Competency Re-sit - Subject to the unit of competency being undertaken, the cost may vary depending on the duration required to complete the unit, assessment requirements, consumables, Work-Based Training requirements or costs incurred by GTI where the unit is being delivered in partnership with another provider under an Agreement.
- Resource and/or materials fees purchased by GTI and consumed or transformed by students during the course. Resource/ materials fees are outlined prior to enrolment and are only refundable if the student cancels the enrolment prior to commencement of training and where the student has not taken possession of the items.
- Any equipment/property purchased either separately by the student or paid for as part of materials fees becomes the property of the student (e.g. text books, tools of trade) from the time of purchase. Amounts paid for items retained by the student are not refundable after the student has received the item.
- RPL Assessment will be the same as for normal unit fees.
- Change of course - \$100 plus the first semester fee (or term fee if on an approved term payment plan). Any unused pre-paid tuition fees from the original enrolled course will be transferred to the new course.
- External Appeal Fees - Where the student elects to appeal a decision by GTI using GTI's external appeals body and charges are incurred, the student is required to pay 50% of the cost. Where the external appeal findings are in favour of the student, GTI will refund the student any fees paid to the external appeal body.
- There is no cost to the student for the complaints process for VET Student Loans or VET Fee Help. Where external appeal findings are in favour of the student, GTI will refund any fees paid to external appeals body.
- Document Re-issue where the original document has already been provided to the student:
 - Certificate \$50

Under some government sponsored funding agreements, participant and/or employer contributions are made to an individual's training

Refunds and retained fees and charges are in accordance with Individual State / Commonwealth Government Contract directions and guidelines.

GTI cancels the course prior to course commencement

All monies paid to the provider by the participant or employer will be refunded within 10 working days. This applies to all fees paid up-front in all States.

Refunds

The CEO and the Chief Operations Officer have the right to forgive any legitimate fees where they see fit.

- 1.1 In the event that the student provides written notice of cancellation from a course, the refund for the amount of fees paid in advance will be calculated using the Cancellation Date as follows:
 - 1.1.1 Notification before the commencement date:
 - Full refund of all course fees paid less maximum of 10% or \$1000, whichever is the lesser, for administrative expenses will be retained by GTI.
 - 1.1.2 Notification after the commencement date and during the first four weeks:
 - 30% of fees paid less maximum of 10% or \$1000, whichever is the lesser for administrative expenses will be refunded.
 - 1.1.3 Notification after the 4th week of the commencement of the course:
 - No refund will be paid.
- 1.2 If GTI cancels the enrolment of the student from a course because the applicant has seriously breached the Terms and Conditions of GTI, there will be no refund of the student's fees.
- 1.3 In the unlikely event that GTI is unable to deliver the course in full, the applicant will be offered a refund of all unspent pre-paid course fees to date. Alternatively, enrolment in another suitable course by GTI may be offered at no extra cost. The applicant has the right to choose between a refund of unspent pre-paid course fees or to accept a place in another course. If the applicant chooses a placement in another course the applicant will be required to sign a statement that indicates their acceptance of the placement.
- 1.4 may apply to the Secretary for the student's FEE-HELP balance to be re-credited under section 71 of the Act because:
 - (i) the provider, or a person acting on the provider's behalf, engaged in unacceptable conduct in relation to the student's application for the VET student loan; or
 - (ii) the provider has failed to comply with the Act or an instrument under the Act and the failure has adversely affected the student;
- 1.5 Any refund due will be processed by Global Training Institute within 4 weeks by cheque, debt cancellation or electronic funds transfer. Please note VSL debt cancellation requires Government processing therefore Global Training Institute is not liable for anything other than refunding the loan amount to the appropriate government department including the timing of debt cancellation.

The date the written advice of cancellation by the student is received by GTI OR the date of issuance of the student enrolment cancellation letter is considered the Cancellation Date. The Cancellation Date is the date used for the calculation of any refund of monies paid in advance.

A guide to refund amounts and conditions is provided in this policy, is published on the GTI website and is also made available to students as part of their *Course Acceptance Agreement*.

Refund/Re-Credit

Application for a refund of tuition fees in accordance with this Policy must be made in writing or on the 'Application for Refund' form available from GTI's administration department, stating reasons and relevant details and supported by appropriate documentation where appropriate. This must be submitted to GTI's administration department. **Payments of any outstanding debts to GTI may need to be made before a refund will be processed.** Refund applications will not be processed where the signature on the Application for Refund does not match the Student's signature on the Course Agreement.

All refunds must be approved by the CEO or their authorised delegate. Exemptions to the refund conditions may occur where the student has extenuating or compassionate grounds as determined by the CEO or delegate or exemption in accordance with Refunds noted above.

Approved refunds are paid directly to the student or the person who made the payment or the appropriate government department. Under no circumstances will a payment be made to a third party without the written consent in English of the student or the person who made the payment. All refunds are made in Australian dollars, paid directly into the nominated bank account or refunded to credit cards.

GTI will provide the student and/or employer with a statement detailing the outcome of the refund application, calculation and payment of the refund.

Students are referred to GTI's *Complaints and Appeals Procedure* available from the GTI's administration department or from the GTI website if they wish to appeal the implementation of this Policy.

This policy, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's *Consumer Protection Laws*. All students and clients have the right to take action under Australia's Consumer Protection Laws.

VFH/VSL Re-Credits

An application for re-credit of VSL/VFH must be made within 12 months of the withdrawal/cancellation date.

All Re-credit applications will be assessed on its merits and supporting documentation and special circumstances.

The written application for re-crediting a FEE_HELP balance must include details of the:

- Unit/s for which the student is seeking to have a FEE_HELP balance re-credited; and
- Special circumstances as referred to above, including supporting documentation

Global Training Institute will consider the application within 10 working days of receipt of the application.

All requests will be considered in accordance with the requirements of Schedule 1A of the Act Applications will be notified of the decision, via email, within 20 working days.

If the student does not believe the decision from GTI is fair the student can take the matter to the VFH/VSL ombudsman, <https://www.ombudsman.gov.au/How-we-can-help/vslo> for review.

Fees, Charges and Refunds Policy and Procedure

Related Documents

Related Procedure

- Complaints and Appeals Procedure
- Refund/Re-credit form