

## Course Fees and Refund Policy and Procedure

Policy code FIM 001

### Purpose

It is a requirement that RTO's meet the following clauses as set out by the Standards for RTO's 2015:

**Clause: 5.3** Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:

- a. all relevant fee information including:
  - i. fees that must be paid to the RTO
  - ii. payment terms and conditions including deposits and refunds.
- b. the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies
- c. the learner's right to obtain a refund for services not provided by the RTO in the event the:
  - i. arrangement is terminated early
  - ii. the RTO fails to provide the agreed services.

**Clause: 7.3** Where the RTO requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), the RTO must meet the requirements set out in the Requirements for Fee Protection in [Schedule 6](#).

### Scope

This policy and procedure apply to all RTO staff, students, and stakeholders in understanding course fees and refund requirements.

Payment of Fees in Advance: ACPA will not accept fees greater than \$1500.00 before training is commenced and no more than \$1500.00 is held in advance at any time during training.

Where a course cost is greater than \$1,500, the payment of fees will be scheduled throughout the duration of the course.

### Policy

ACPA is committed to protect and safeguard all students' fees and to ensure that no student is disadvantaged. ACPA ensures that all fees and charges are set with:

- Transparency – all fees and charges are transparent, and applicants have access to the necessary information to make informed decisions regarding their training.
- Accessibility – equitable access to publicly funded training (where eligible).
- Procedural fairness – fair and just procedures for the administration of all fees and charges, including protection for students whereby ACPA ceases to provide a course of study in which a student is enrolled.

ACPA adheres to all regulatory and statutory requirements about fees and charges, or any subsequent relevant directions regarding the imposition and collection of tuition fees and other fees for government subsidised and fee-for-service training, together with financial and accountability requirements with regards to student fees.

## Fee information:

### Fee charges:

ACPA has set the following fees and charges in place.

1. ACPA will not collect co-contribution course fees of more than \$1,500 upfront from any student.
2. Course Fees: apply to each ACPA program and consist of the following components:
  - a. Non-refundable administration fee of \$150.00. *ACPA reserves the right to retain an administration fee of \$150.00 in all circumstances once a student has been issued a Confirmation of Enrolment. This fee is to cover the costs incurred during the enrolment process.*
  - b. Tuition fees (invoiced by term and unit commencement dates)
    - i. Funded students will have their units broken into a set fee amount which is set out in the fee schedule supplied to bring their fee to \$1500.00. Each unit will be invoiced by the term that the unit commences as set out in the fee schedule once course timetable has been approved prior to student commencement.
    - ii. Fee-for-service students will be invoiced per term in even amounts.
    - iii. All outstanding student fees are to be paid in full prior to the commencement of their final study term.
    - iv. Student ID card will only be issued after the first study term fees are paid.
  - c. Related fees:
    - i. This may be added to a course for cost of consumables for props, make-up and hair products and dependant on the course structure.
3. Secondary Fees: there maybe times where ACPA students are invited to shows in the performing arts sector and are required to cover their own costs to and from the venue.
4. A fee of \$150.00 will be charged to student who applies for a printed replacement Certificate or Statement of Attainment.
5. Fees are clearly documented and available prior to commencement in courses.
6. Replacement student ID cards will incur a fee of \$25.00, payable prior to receiving the replacement.
7. Any approved credit transfers will not attract any fees.

### Fee payment:

The student will be invoiced at the commencement of each term as outlined in the fee schedule supplied to each student. The invoice payment terms are that the invoice is to be paid within 14 days. Students have a variety of options for payment of their fees including credit card and direct deposit on invoice as well as speaking directly to the RTO Manager or CEO to enter into a payment plan arrangement.

### Re-issuance of awards

A fee of \$150.00 is charged to student who applies for a printed replacement Certificate or Statement of Attainment. Once the payment has been received and recorded the award will be printed and sent to the student.

### Fee Concessions and exemptions:

Fee exemptions may apply on the grounds of financial hardship or other reasons. Exemption applications are to be made in writing and sent to [accounts@acpa.edu.au](mailto:accounts@acpa.edu.au). After reviewing the application, the RTO Manager in consultation with CEO may elect to:

- Waive fees.
- Negotiate a payment plan with the student.
- Defer requirement for payment of fees to a negotiated date.
- Any paid performance opportunities for students can be contra paid to outstanding fees; any invoice amounts owed to student will be held if student fees are not paid up to date.

All outcomes will be sent to student via email within 5 days of reviewing the application request.

### **Refunds:**

A student may request a refund of Fees paid if they wish to cancel within 10 days of course enrolment and have not commenced training. Once a student has commenced training there will not be any refunds.

Written notification of the intent to cancel the course enrolment and the request for a refund is to be sent to [accounts@acpa.edu.au](mailto:accounts@acpa.edu.au), within ten days of course enrolment.

All refund applications will be assessed by the RTO Manager and notification of the outcome communicated to the applicant within seven days of the application being placed. Refunds are processed and deposited directly into the student's bank account within four weeks following approval. The specific account details used are those provided and subsequently confirmed by the student during the enrolment process.

Please note:

- where a student breaches ACPA's Policies and Procedures, no refund is payable.
- where ACPA withdraws a student's enrolment due to poor attendance and progression, no refund will be issued for any fees.
- Administration and any related fees will not be refunded.

### **Procedure:**

1. The student is informed prior to enrolment, of the fees charged by ACPA depending on the Qualification, Course or Unit of Competency being undertaken and any government incentives available (if applicable) including the student's eligibility for funding. ACPA will determine the student's eligibility for funding in accordance with the appropriate funding contract where applicable.
2. Where a student would like to enter into a payment plan agreement, the student can make a request by email to [accounts@acpa.edu.au](mailto:accounts@acpa.edu.au). Upon agreement a payment plan will be put in place with a payment schedule for the student to follow.
  - a. Any default in the payment instalments will automatically suspend training and assessment for the student and will be required to speak with the RTO Manager in an academic meeting. Depending on the default, cost recovery processes such as demand letters and small claims tribunal may be engaged, with associated cost referred onto the student.
3. Where students are eligible for funding, there still maybe a co-contribution fee that is applicable and that amount is determined by the RTO and information supplied to the student at enrolment.
4. For all enrolments that are not funded, a Fee for Service rate will apply.

### **Delegation:**

#### **RTO Manager**

1. Organising fee schedule and advising students of fee schedule
2. Invoicing student fees within time limits of fee schedule

3. Working out any payment plan options
4. Organising refund application to be sent to the student if requested
5. Working with CEO in relation to the refund request
6. Communicating outcome of refund to applicant
7. Scheduling refund in accounting software for CEO approval, if applicable

### **CEO**

1. Approve fee schedule as determined by RTO Manager
2. Approve payment plan request with RTO Manager
3. Assess refund request with RTO Manager
4. Process refund payment if applicable

### **Breach of policy process:**

If a breach is believed to have occurred the following process will be undertaken:

- Incident Report is to be submitted to ACPA CEO by the person noticing the breach.
- An investigation and interview process may be conducted.
- This may result in an Incident Report being reported to the ACPA Board to review.
- Outcomes of the investigation will inform the next steps to be undertaken and by whom.
- Disciplinary action may include a formal warning or further action recommended through the investigation outcomes.

Anonymous reports will be listened to; however, it may be difficult to implement changes in remediation in these instances.

Defamatory or False Accusations will also be dealt with under the Breach of Policy process.

### **Record Keeping**

*Compliance, monitoring, and review*

- 7 years keep forms, upload to SharePoint
- Review timeframe – annually

### **References**

#### **Legislation:**

National Vocational Education and Training Regulator Act 2011 (Cth).

Vocational Education, Training and Employment Act 2000 (Cth)

Financial Viability Risk Assessment Requirements 2011 (Cth)

#### **Frameworks:**

Standards for Registered Training Organisations (RTOs) 2015

Skills Assure Supplier Policy (Department of Trade, Employment and Training)

#### **Policies and Procedures:**

CEM001 – Award issuing

STM002 – Complaints and Appeals

STM006 - Student Handbook

#### **Forms:**

GMB011 – Refund form

FIM002 – Fee Schedule

FIM003 – Contra agreement

FIM004 – Direct Debit Request and agreement

**Approval and Endorsement**

I have committed to this policy and its implementation, and to ensuring any concerns or feedback contribute to the continuous improvement process of this ACPA policy.

Chief Executive Officer's name: Tracy Hart

Signature:                         *J. Hart*                              Date: 17 / 01 / 2025

<b>Version No.</b>	<b>Details</b>	<b>Review Date</b>
001	Policy and Procedure developed	Jan 2028

## APPENDIX 1 – Definitions

In the context of this policy, the following definitions apply:

**ASQA** means Australian Skills Quality Authority, the national VET regulator and the RTO's registering body

**Co-Contribution** means student's financial contribution to their course fees.

**Invoice** means a list of goods sent or services provided by the RTO

**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 [www.asqa.gov.au](http://www.asqa.gov.au)