



1. Policy

This policy/procedure provides all staff and students' information on course fees and the ability to apply for a refund of tuition fees in certain circumstances.

The following procedures ensure all students are treated fairly and with integrity when applying for refunds. All refunds applications are to be submitted to Student Administration and the following procedures followed in assessing the application.

The Wall and Ceiling Institute ensures protection of all fees and aims to provide clear and accessible information to students about fees and charges prior to and throughout their enrolment with The Wall and Ceilings Institute.

Standards for RTO's 2015.v2 - Chapter 2 – Enrolment

The Users Guide for Standards for RTO's 2015.v2 – Chapter 2 - focuses on the student's enrolment experience with their registered training organisation (RTO), the second phase of the student's journey.

Under the Standards for Registered Training Organisations 2015 (the Standards) relevant to the enrolment phase of the student journey, RTOs are responsible for:

- informing and protecting students (clauses 5.1 to 5.3)
- protecting pre-paid fees by students (clause 7.3)
- providing credit for prior studies (clause 3.5).

This policy and procedure relates to clause 5.3 and 7.3.

Clauses 5.1 to 5.3—Informing and protecting students

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.

What this Standard means for our RTO

Our RTO must provide clear information to prospective learners to enable them to decide if our RTO and course is suitable for them, taking into account their existing skills and knowledge and any specific needs. Prior to enrolment or commencement of training or assessment activities (in this context, assessment includes the collection or analysis of



evidence for recognition of prior learning activities), you must provide clear information to learners about the following:

Fee information

Clause 5.3

- If your RTO requires individual students to pay fees (this requirement does not apply if you contract with a company to deliver training to their employees, paid for by that company), provide fee information prior to enrolment or commencement of training/assessment (whichever is earliest) about:
 - all fees payable to your RTO, clearly describing all costs involved with the course
 - how and when fees must be paid
 - how to request a refund
 - the conditions under which a refund would be provided.

- If you enrol a student under any loan or delayed payment arrangement (including a VET Student Loans arrangement), you must clearly state the terms of the arrangement, including:
 - any debt that may be incurred
 - when repayment is required and under what conditions
 - any associated fees, indexation or interest.

Funding entitlements

- If students may be accessing any government funding entitlement that may reduce their ability to access such funding in the future (such as arrangements that limit funding to one qualification for a person), provide this information prior to enrolment.

Consumer rights

- Inform prospective students about their rights as a consumer, in accordance with state/territory laws.
- If state or territory laws where the course is being offered require a cooling-off period, you must provide information about this. Inform prospective students about the RTO's complaints and appeal policy and procedure.
- Your RTO must also notify learners when any change occurs that may affect the services you are providing them. This includes:
 - a change in ownership of the RTO, and/or
 - any changes to, or new third-party arrangements your RTO puts in place, for the delivery of services to those learners.

Agreement to Course Fees and Charges

Fees, Refunds & Protection of Course Fees



- 1.1** Students and persons seeking to enrol in a course with The Wall and Ceiling Institute are advised of all fees and charges associated with a course, including course fees, administration fees, materials fees and any other charges on the relevant Course Outline, the Student Information Handbook and The Wall and Ceiling Institute website.
- 1.2** The information provided to each prospective student and/or client will include:
 - The total amount of all fees including course fees, administration fees, materials fees and any other charges.
 - Payment terms, including timing and amount of fees to be paid and any non-refundable deposit and administration fees and any fees and charges for additional services.
 - This Fees, Refunds & Protection of Course Fees Policy and Procedure.
- 1.3** All students will be required to sign a Written Agreement at the time of enrolment which outlines the total course fees, payment terms and schedule of payments application to their course. The Written Agreement is designed to provide clear and concise information to the student about applicable fees and charges, provide options for payment as well as outline the terms and conditions of the enrolment.

What do Student Fees cover?

- 1.4** Unless otherwise specified, course fees include the cost of all compulsory training and assessment materials. Any optional textbooks and materials that may be recommended but not required for completion of the course, are not included in course fees and will be an additional cost should the student wish to purchase such materials.
- 1.6** All course fees include up to three (3) attempts at assessment per unit. Where an additional assessment is required in order to achieve competency, The Wall and Ceiling Institute reserves the right to charge student, an additional re-assessment fee in accordance with the fee table provided on the relevant Written Agreement.
- 1.7** For re-issuing of a qualification testamurs, record of results or statement of attainment, an additional fee will be incurred at the rate of \$25.00 per document.

Terms and methods of payment

- 1.8** Fees are to be paid within fourteen (14) days of receipt of an invoice, unless the payee has elected to pay according to a direct debit schedule which has been approved by The Wall and Ceiling Institute. The terms of all invoices are fourteen (14) days.
- 1.9** The Wall and Ceiling Institute accepts the following methods of payment credit card, direct debit and direct bank transfer.

Direct Debit Payments

- 2.0** Where the payee has indicated on their payment agreement that fees are to be paid by direct debit, this option is only valid where the form is accompanied by a Direct Debit Request Form. The form must be appropriately and accurately

Fees, Refunds & Protection of Course Fees



completed and in line with the approved direct debit payment schedules. Where a Direct Debit Request Form has not been provided, the payee will be issued with an invoice which is to be paid within fourteen (14) days.

It is the payee's responsibility to ensure that The Wall and Ceiling Institute receives an accurate and completed Direct Debit Request Form in order to take up the direct debit payment option.

- 2.1** Direct Debit request forms must indicate payment terms according to one of the approved direct debit payment schedules provided on the payment agreement.
- 2.2** Where a default occurs in direct debit payments due to insufficient funds or otherwise, The Wall and Ceiling Institute will contact the payee to make alternative arrangement for payment. The Wall and Ceiling Institute reserves the right to refuse a payee the option to pay by direct debit where there have been two or more defaults on payment during a direct debit term.

Credit Card Payments

- 2.3** Credit card payments can be made over the telephone by calling the office and quoting your invoice number or by completing the remittance slip and posting it to our office at The Wall and Ceilings Institute.
- 2.4** Class fees must be paid for at the time of booking in order to make a reservation. Where a booking needs to be cancelled, 72 hours-notice of cancellation must be provided in order to receive a refund.

Late payment

- 2.5** Where a student is more than forty (40) days overdue with payments, The Wall and Ceiling Institute reserves the right to suspend training services until payment is made to bring fees up to date.
- 2.6** Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.
- 2.7** For long-term outstanding amounts, The Wall and Ceiling Institute utilizes the services of a debt recovery agency to ensure the collection of all fees.

Refunds – Fee for Service Students

- 2.8** All course fees, include a non-refundable deposit and/or enrolment fee. This amount is specified on all course information about fees and charges and on the Written Agreement signed by each student prior to entry into a course. The enrolment fee is non-refundable except in the instance where The Wall and Ceiling Institute is required to cancel a course due to insufficient numbers or for other unforeseen circumstances.
- 2.9** 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 The Wall and Ceiling

Fees, Refunds & Protection of Course Fees



Institute in writing, outline the details and reason for their request. Students who have not completed a Refund Form are not eligible for consideration or a refund or reduction in fees.

Refer: VCID.SMS.06 – Application for Refund Form

- 3.0** Eligibility for a refund will be assessed based on the services provided to the student and the costs incurred by The Wall and Ceiling Institute in order to provide those services to the student.
- 3.1** The outcome of the refund assessment will be provided by written notice to the student's registered address, outline the decision and reasons for the decision along with any applicable refund or adjustment notice.

Issuance of Qualifications

- 3.2** In accordance with its AQF Qualifications and Statements of Attainments Policy The Wall and Ceiling Institute reserves the right to withhold the issuing of qualifications, records of results and statements of attainment until all fees have been paid.

Protection of Course Fees

Standards for RTO's 2015.v2 - Chapter 2 – Enrolment

Clause 7.3—Protecting pre-paid fees by students

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.

What clause 7.3 means for your RTO

'Prepaid fees' (sometimes referred to as 'fees collected in advance') means fees that are collected before the relevant services have been provided. These include payments made at any time before, during or after the student enrolls. Any payment received before a service is delivered is unearned revenue and is a liability that must be paid back, either through service delivery or as a refund. Unless a university or government-administered, if an RTO or an agent operating on its behalf collects more than \$1500 in prepaid fees from a prospective or current student any prepaid fees over \$1500 must be covered by at least one of the measures available in Schedule 6.

The requirement to protect prepaid fees by students includes all students whether resident in Australia or overseas.

Fees, Refunds & Protection of Course Fees



The requirements that apply to prepaid fees include all fees that a student is required to pay, including enrolment fees, tuition fees, materials fees and any other fee component that is a mandatory payment for the course.

RTOs are only required to protect prepaid fees from individual students and prospective students where the student or their representative pays the fees through direct enrolment. These requirements do not apply, for example, where an employer engages an RTO to provide training and/or assessment to members of its staff through a negotiated commercial transaction.

Requirements for Fee Protection

Where your RTO collects more than \$1500 per learner in prepaid fees, you must take action to protect the prepaid fees that exceed \$1500 for any learner. In these instances, you must have at least one protection measure in place for each learner; however, this does not have to be the same measure for all learners (see Schedule 6 for types of protection measures).

If you never hold more than \$1500 in prepaid fees from any learner, you do not have to take further action to protect the fees of learners.

Consider how best to structure your fee payment schedule.

- If you offer a 10-week course that costs \$2000, the course costs \$200 per week. Therefore, you could collect \$1500 at the time of enrolment and the remaining \$500 after week seven without needing to have any protection measures in place.
- If you wanted to collect the total course cost at the time of enrolment, you would have to have one or more of the measures in Schedule 6 in place.
- There are many other options you could choose, such as collecting weekly fees, or collecting a deposit of up to \$1500 at the time of enrolment and then a weekly amount equal to the calculated weekly cost of the course.

If your RTO is required to have fee protection measures in place, it can:

- hold an unconditional bank guarantee to cover at least the amount of prepaid fees in excess of \$1500 for any learner
 - If choosing this option, your RTO needs to ensure the guarantee is structured so that you can refund learners' fees that have been prepaid in excess of \$1500 in circumstances where the RTO is no longer able to deliver the training and assessment. For example, you may have an arrangement where an independent party has authority to access the guarantee.
 - You may be required to demonstrate how the amount of the guarantee was arrived at and how you monitor and ensure that this level is always greater than the amount of fees required to be protected.
 - This option does not need to be approved by ASQA, but you must be able to demonstrate how the guarantee meets the standard, if requested by ASQA.

Fees, Refunds & Protection of Course Fees



- Note that ASQA is not available to act in administering any such guarantee or acting as beneficiary and that any costs associated with the guarantee must be met by the RTO.
- hold membership of a Tuition Assurance Scheme approved by ASQA that applies to all relevant students.

The requirements for protection of prepaid fees apply no matter how the fees are collected. Any fees collected by a third party to your RTO (including by an education agent or broker) are subject to the same conditions and your RTO is responsible for ensuring that protection measures are in place and implemented as required. These requirements apply to fees prepaid by learners, regardless of when your RTO actually receives the payment.

If you are using a commercial 'shopping cart' system to collect online payments, ensure that the system does not allow learners to prepay more than the maximum amount allowed by the arrangements you have in place. This may be as simple as specifying all course fees in the shopping cart and allowing only single purchases.

As required by Standard Five, you are required to notify learners of the fees they must pay and when they are due.

Compliance requirement

Where an RTO is collecting more than \$1500 in prepaid fees from any learner, retain evidence to show how any fees above the threshold prepaid fee amount are protected. Evidence might be in the form of:

- confirmation of current membership in one or more approved Tuition Assurance Schemes (TAS) that includes all of the relevant courses and delivery locations
- evidence that the RTO holds a current bank guarantee for a suitable amount (calculated based on the total amount of prepaid fees in excess of \$1500 per learner the RTO would hold at any time).

It may be that an RTO uses a combination of measures for different courses or different learners. In this case, the RTO must retain evidence of how all learners' fees are protected.

Regardless of the method/s your RTO uses for protection of learner prepaid fees, as required by Standard Five, you must retain evidence of how learners have been advised of:

- all payment terms
- the circumstances under which refunds may be issued

Information provided to potential learners, learners or clients must be consistent with the RTO's arrangements.

If your organisation is seeking registration as an RTO, you must confirm whether you plan to collect more than \$1500 in prepaid fees from learners at any time. If you intend to do this, you must demonstrate how one or more fee protection measure/s will be implemented for all relevant learners. Refer to Schedule Six.

Standards for RTOs 2015 - Schedule Six

Fees, Refunds & Protection of Course Fees



Requirements for protecting fees prepaid by individual learners, or prospective learners, for services

The RTO addresses learner fee protection by implementing one or more of the following arrangements:

1. The RTO holds an unconditional financial guarantee from a bank operating in Australia where:
 - a) the guarantee is for an amount no less than the total amount of prepaid fees held by the RTO in excess of the threshold prepaid fee amount for each learner for services to be provided by the RTO to those learners; and
 - b) all establishment and ongoing maintenance costs for the bank guarantee are met by the RTO.
2. The RTO holds current membership of a Tuition Assurance Scheme approved by its VET Regulator which, if the RTO is unable to provide services for which the learner has prepaid, must ensure:
 - a) the learner will be placed into an equivalent course such that:
 - the new location is geographically close to where the learner had been enrolled; and
 - the learner receives the full services for which they have prepaid at no additional cost to the learner; or
 - b) if an equivalent course cannot be found, the learner is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.
3. Any other fee protection measure approved by the VET Regulator.

Procedure

2.1 All 'refunds' are to be signed off by the General Operations Manager and applications processed within Fourteen (14) days of the application being placed.

2.2 Refunds due to non-delivery of course by RTO

Tuition fees to be refunded in full if:

- The course does not start on the agreed starting date
- The course stops being provided after it starts and before it is completed

Refunds under the above conditions will be paid in full to the student within 14 days.

The RTO 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, the RTO will not be liable to refund the money owed for the original enrolment.

2.3 Refunds based upon student application

Fees, Refunds & Protection of Course Fees



All applications for refund must be made in writing by way of the 'Application for Refund Form' – see also (Appendix A) and submitted to the General Operations Manager.

Refer: VCID.SMS.06 - Application for Refund Form

Please note - where the student breaches The Wall and Ceiling Institute Policies and Procedures no refund is payable. Where a student withdraws from the course without extenuating circumstances only a partial refund is payable.

- Applications for refunds are to be processed by the CEO within 14 days from the date of application.
- The assessment of refund applications shall be granted as indicated below:

Outline of Refunds	
Withdrawal prior to agreed start date	Full refund
Withdrawal after the agreed start date <i>(Refer 2.4 Withdrawal after course commencement)</i>	50% refund of unused tuition fees
Course withdrawn by RTO	Full refund
The RTO is unable to provide the course for which the original enrolment and payment has been made	Full refund

Extenuating circumstances

Students may have extenuating circumstances that prevent them from attending scheduled course dates. These circumstances may include (but are not limited to):

- Illness
- Family or personal matters
- Other extraordinary reasons

Where evidence can be successfully provided to support the Student's circumstances, course fees may either be transferred to the next available course where applicable, or a refund of unused course fees will be issued. This decision of assessing the extenuating circumstances rests with the CEO and shall be assessed on a case by case situation.

2.4 Withdrawal after course commencement

All Refunds made by The Wall and Ceiling Institute will incur an administration fee of \$50.00.

Our Refunds policy is subject to the following conditions:

- If you (the Student) advise The Wall and Ceiling Institute in writing no less than 2 working days prior to the commencement of your course we will provide a full refund minus the above administration fee.



2.5 Claiming a Refund

- The student must provide their notice of withdrawal or cancellation on a signed and dated 'Application for Refund Form'. The claim for a refund must include a reason and must include supporting official documentation of the student's circumstances for withdrawal/cancellation plus a contact name, email address and telephone/mobile number to enable The Wall and Ceiling Institute to validate this claim.
- Date of Cancellation / Withdrawal is the date the written request is received by The Wall and Ceiling Institute's Administration staff.
- A student should apply for a refund as soon as possible after notice of cancellation / withdrawal is submitted.
- All refunds will be paid as soon as possible and no later than 5 working days from an approved cancellation / withdrawal notification only if the supporting documentation has been validated during this timeframe.

Refer: VCID.SMS.06 - Application for Refund Form

2.6 Appealing Refund decisions

- All students have the right to appeal a refund decision made by the RTO. Student wishing to access the Complaints and Appeals Procedure from the RTO should contact Student Administrations Department.
- This policy and the availability of complaints and appeals processes, does not remove your right to take action under Australia's consumer protection laws.
- The RTO's dispute resolution processes do not remove the student's right to pursue other legal remedies where they feel necessary.

2.7 Further information

- If fees have been paid by a third party then refunds will be payable to that third party.
- Any information that you provide to RTO or that the RTO collects about you (including payments and refunds) can be given to authorised State and Commonwealth Agencies.
- Fees Paid in Advance: Students fee's paid in advance of the course will be held in a holding account until course commencement to ensure refunds are fast and efficient.
- Where a student requires The Wall and Ceiling Institute to issue additional Certificates or Statements of Attainment after the first one has been issued, an administration fee of \$25.00 will apply.

2.8 Recording in Refund Register

- Enter details into Refunds Register
Refer: VCID.QMSR.08 – Refunds Register

Appendix A - Refund Form

This form must be used to apply for a refund of your tuition fees. It can be lodged in person at the college or posted to:

The Wall and Ceiling Institute 25/134 Springvale Road, Springvale, VIC 3171

Policy & Procedure 3.1

Fees, Refunds & Protection of Course Fees



Processing time is 10 working days from the date of receipt.

Personal Details

Family Name:	Gender: Male ⚔ Female ⚔
Given Name:	Date of Birth: ____/____/____
Address:	Postcode:
	Tele/Mobile:
Email:	

Please Note: If you change your address during the period, please contact us to ensure your address details are updated for future correspondence.

Withdrawal / Discontinuation from:

Course Code:	
Course Start Date:	
Tuition Fee paid:	

Please Tick	Refund Reason	Type of Refund
<input type="checkbox"/>	Withdrawal prior to agreed start date	Full refund
<input type="checkbox"/>	Withdrawal after the agreed start date <i>(Refer Withdrawal after course commencement)</i>	50% refund of unused tuition fees
<input type="checkbox"/>	Course withdrawn by RTO	Full refund
<input type="checkbox"/>	The RTO is unable to provide the course for which the original enrolment and payment has been made	Full refund

Method of Payment for Refund

Circle:	Cheque	Visa Credit	Mastercard Credit
Credit Card Number _____ / _____ / _____ / _____			
Signature:		Card Expiry:	

Policy & Procedure 3.1

Fees, Refunds & Protection of Course Fees



Full Name on Card:

Cheque payable to: *(if applicable)*

Extract from Policy and Procedure 3.1 Fees, Refunds and Protection of Course Fees

Withdrawal after course commencement

All Refunds made by The Wall and Ceiling Institute will incur an administration fee of \$50.00.

Our Refunds policy is subject to the following conditions:

- If you (the Student) advise The Wall and Ceiling Institute in writing no less than 2 working days prior to the commencement of your course we will provide a full refund minus the above administration fee.
- If you withdraw from the course after day 1 up to 50% of the course we will charge - 50% of the full "Fee for Service" cost of the course.
- If you withdraw from the course after 50% or more of the course is completed we will charge the full "Fee for Service" cost of the course.

Claiming a Refund

- The student must provide their notice of withdrawal or cancellation on a signed and dated 'Application for Refund Form'. The claim for a refund must include a reason and must include supporting official documentation of the student's circumstances for withdrawal/cancellation plus a contact name, email address and telephone/mobile number to enable The Wall and Ceiling Institute to validate this claim.
- Date of Cancellation / Withdrawal is the date the written request is received by The Wall and Ceiling Institute Administration staff.
- A student should apply for a refund as soon as possible after notice of cancellation / withdrawal is submitted.
- All refunds will be paid as soon as possible and no later than 5 working days from an approved cancellation / withdrawal notification only if the supporting documentation has been validated during this timeframe.

Appealing Refund decisions

- All students have the right to appeal a refund decision made by the RTO. Student wishing to access the Complaints and Appeals Procedure from the RTO should contact Student Administrations Department.
- This policy and the availability of complaints and appeals processes, does not remove your right to take action under Australia's consumer protection laws.
- The RTO's dispute resolution processes do not remove the student's right to pursue other legal remedies where they feel necessary.

Further information

- If fees have been paid by a third party then refunds will be payable to that third party.
- Any information that you provide to RTO or that the RTO collects about you (including payments and refunds) can be given to authorised State and Commonwealth Agencies.

Policy & Procedure 3.1

Fees, Refunds & Protection of Course Fees



- Fees Paid in Advance: Students fee's paid in advance of the course will be held in a holding account until course commencement to ensure refunds are fast and efficient.
- Where a student requires The Wall and Ceiling Institute to issue additional Certificates or Statements of Attainment after the first one has been issued, an administration fee of \$25.00 will apply.