

<b>Policy name:</b>	EN1 Fees and Refunds Policy	<b>Version:</b>	6.0
<b>Policy owner:</b>	Chief Financial Officer		
<b>Approved by:</b>	Head of Governance, Risk and Compliance		
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## SECTION 1 - INTRODUCTION

### PURPOSE

This policy outlines the guidelines in which the RTO sets its fees and determines refunds for its accredited courses and services in line with the Standards for RTOs 2015 (SRTOs) and other relevant Federal and State funding contracts including VET Student Loans, Victorian VET Funding Contract Skills First Program, Queensland VET Pre-qualified Supplier (PQS) Agreement and New South Wales Smart and Skilled Contract.

### SCOPE

This policy applies to all employee of Selmar Institute of Education (121531) in relation to fees and charges defined and distributed. This policy includes all regulatory requirements that fall under the RTOs obligations as a registered training organisation.

### DEFINITIONS

**The Act** - Refers to the *VET Student Loans Act 2016*

**Adjusted price** - where an eligible enrolled learner (NSW) receives an RPL or CT on the Training Plan the prescribed price set by the Department is adjusted in accordance with the standard formula as outlined in the *Provider Guide to Smart and Skilled Prices, Fees and Subsidies*

**Cancellation** - Withdrawal of enrolment in a course

**Census date** - The day the learner incurs financial liability for the unit of study (VSL)

**Covered fees** - The amount of the course tuition fees to be covered by a VET learner loan

**CHESSN** – Commonwealth Higher Education Student Support Number

**Cooling off period** - a period of time after a sale contract is agreed during which the buyer can cancel the contract without incurring a penalty

**Deferral** - Temporary postponement of enrolment during a course

**The Department** – refers to the Department of Education and Training Australia, Department of Education and Training Victoria, the Department of Education NSW, the Department of Employment, Small Business and Training (Queensland)

**eCAF** – electronic Commonwealth Assistance Form

**Gap fee** - The difference between the covered fees and the total tuition fee for a course

**Impracticable** – means not practicable, that which cannot be put into practice with the available means.

**RTO** – means the Selmar Institute of Education (Selmar) (121531)

**Tuition fee** - The total fees for the course (including the covered fees plus any gap fee)

**Unit of study** - A unit of study may comprise a group of units of competency or one unit of study may equal one unit of competency. Many rules apply to providers in respect of units of study such as determining census days, publishing fees, issuing notices, reporting fees and completions, and withdrawal and penalty provisions

**VSL** – VET Student Loans

**Wisenet** – Student Management System that is AVETMISS compliant and stores all learner information, qualifications and results

**Withdrawal** - Withdrawal of enrolment in course

## SECTION 2 - POLICY

### Fees and charges

- Prior to enrolment, all potential learners are provided with the full details regarding tuition fees and any other charges associated with the course they wish to enrol in. Fees are provided verbally by the Business Development Managers and Course Advisors and published on our website <https://selmar.edu.au/course-fees-funding/>.
- Prior to enrolment, all potential learners are advised of any implications their enrolment (and commencement) into the course may have on their eligibility for future government funding whether this is Federal funding via VET Student Loan or Traineeship or State funding such as the Victorian Skills First Program, NSW Smart and Skilled Program or Queensland Certificate III Guarantee or Higher Level Skills funding, please see further details of these specific programs below.
- The RTO sights the original of ID, Concession Cards and evidence of eligibility for government funded learners, and retains a copy on the day of enrolment and prior to commencement of the course.
- Where the learner provides only a copy of their ID and evidence of eligibility that has not been sighted, the RTO representative verifies their ID using an online document verification system, Green ID. Please refer to the *EN2.1 Application and Enrolment Procedure* for further details.
- Learners who do not present evidence of concession at enrolment will be given the opportunity to provide proof prior to commencement of the course. If the learner is unable to present evidence of eligibility prior to commencement then they will be charged the full tuition fee payable for the course.
- This Policy is provided to all learners prior to enrolment and is made available to all potential learners on our website and Learner Handbook.
- Potential learners are entitled to a 10 business day 'cooling off' period in the instance that the course was marketed to the potential learner via a door to door sale or telemarketing arrangement.

## VET Student Loans (VSL)

- Selmar Institute of Education (121531) is an approved provider to offer VET Student Loans (VSL).
- The current courses offered and the VSL tuition fee is published on the website <https://selmar.edu.au/course-fees-funding/>:
- Selmar Institute of Education sets a Census Date for each unit of study and this is published on the website. Each course has a minimum of three (3) census dates. Census dates are calculated to be a minimum 20% from the proposed start date and end date of the unit of study. Learners are advised of the census date prior to commencement of the unit of study. Selmar Institute of Education uses the census date calculator to assist with this, <https://www.education.gov.au/census-dates> and to ensure that census dates do not fall on a non-business day.
- Selmar Institute of Education only varies a published census date where the change occurs prior to the census date, does not disadvantage learners in that course or is required to correct an administrative error or to deal with a change in circumstances. Learners will be advised in writing of any such changes. If an exceptional circumstance arises, Selmar Institute of Education will seek approval from the Secretary of the Department to vary a fee that may disadvantage learners prior to making any such changes.
- The tuition fee is reasonably apportioned across the census dates allocated for the entire course.
- In the instance where the tuition fee exceeds the maximum amount covered by VSL, Selmar Institute of Education will offer a payment plan for the learner to settle the remaining fee amount, this is called a gap fee.
- The gap fee does not include other fees and charges for additional equipment, resources, service fees or application fee related to the course.
- Selmar Institute of Education will provide an Annual Forecast to the Department in a format specified by the Department and when requested.

## Incurring a VET Student Loan Debt

- Where learners have been assessed as eligible for a VSL for the approved course, they must submit an eCAF (electronic Commonwealth Assistance Form) to Selmar Institute of Education before the first census date. Selmar Institute of Education monitors eCAF submissions by using the student management system, Wisenet, which has been integrated with the eCAF system. Selmar Institute of Education will send enrolment details to the eCAF system and receive information on whether a learner has completed the process. Please refer to the *EN2 Application and Enrolment Policy* to see full details of the eligibility criteria.
- The RTO provides a Statement of Covered Fees 14 days prior to the census date to all learners. Statement of Covered Fees is issued for each Unit of Study. The Statement of Covered Fees includes following information:
  - Learners details
  - ROTs details
  - Name of the course
  - Learner ID, CHESSN and USI
  - Names of the parts of the course included in the fee period

- Census day for each part of the course included in the fee period
- For each part of the course included in the fee period:
  - the amount of the tuition fees that are to be covered by a VET Student Loan, and
  - the amount of HELP debt the learner will accrue, and
  - the amount of the tuition fees that is to be paid by the learner, and when the amount must be paid
- Advice that any VET Student Loan Debt will remain a personal debt until it is repaid to the Commonwealth
- Selmar Institute of Education will keep the learner informed of their VSL debt via a Commonwealth Assistance Notice (CAN) letter within 14 days after the census date for each unit of study. The CAN will have detailed:
  - Learner name and CHESSN (Commonwealth Higher Education Student Support Number)
  - The course code and title
  - The total tuition fee for the course
  - Payments the learner has already made
  - VSL amount used in the last period
  - Debt incurred for the last period
- Each learner is advised of the loan fee and the repayment expectations prior to enrolment that has a VSL.
- The loan fee is 20% of the total tuition fee for the unit of study (or portion of the course). The loan fee is charged directly to the learner as is payable upon completion of the course or when the learner reaches the compulsory repayment threshold. The compulsory repayment threshold for the 2019-2020 income year is \$45,881.
- Learners who have requested VET Student Loan Assistance who remain enrolled after the published census date will incur a VET Student Loan debt for the unit of study in which they are enrolled.
- A learner who is eligible for a VET Student Loan and has requested a VET Student Loan Assistance may withdraw from a unit of study on or before the census date and will not incur a VET Student Loan debt for the tuition fees for that unit of study.
- A learner who withdraws from a unit of study after the published census date for that unit will incur a VET Student Loan debt for that unit of study.
- Refer to '*Re-crediting a VET Student Loan balance procedure*' for information on re-crediting a loan due to special circumstances.

### Victorian Skills First Program

- Prior to enrolment, all learners will be assessed for their eligibility to receive funding under the Victorian Skills First Program. Please refer to the *EN2 Application and Enrolment Policy* for full details of the eligibility criteria.
- The RTO follows the 'Guidelines about fees' published under the Skills First Program.
- Prior to commencement of training the RTO provides a Commencement of Enrolment (COE) letter which includes Statement of Fees to all learners outlining the following:
  - Total tuition fee and hourly breakdown

- Total Government contribution
- Total contribution payable by the learner
- Details of any exemptions or concessions
- The RTO grants eligible learners with a fee waiver/exemption. Fee waivers/exemptions apply to individuals who fall under the following categories:
  - A prisoner under the *Corrections Act 1986* who are in the Judy Lazarus Transition Centre
  - Young people on a community based order under the *Children, Youth and Families Act 2005*.
- The RTO ensures that any individual who is exempt from paying tuition fees supplies written confirmation of their exemption from the referring agency, centre or Government Department.
- The RTO provides a concession of 20% of the total tuition fee to learners who enrol in a Certificate IV qualification or below and who:
  - Hold a valid and current concession card at the time of enrolment or prior to commencement. Valid concession cards are:
    - Health care Card issued by the Commonwealth
    - Pensioner Concession Card
    - Veterans Gold Card
    - Any other concession as approved by the Minister
  - Is an Asylum Seekers from the Asylum Seekers Resource Centre or Australian Red Cross Victims of Human Trafficking upon receipt of the validly endorsed referral form
  - Is a Job Seekers upon receipt of the original Job Seeker Referral Form. Concession does not apply where the referring agency is paying for the funded tuition fee
- The RTO provides a concession tuition fee that is 20% of the total tuition fee to learners who enrol in any level qualification who self-identify as being Aboriginal or of Torres Strait Islander decent in the *Student Application Form*.

### NSW Smart and Skilled Program

- The RTO charges the learner tuition fee as set by the NSW Government. The relevant fee will be determined when the RTO enters the learner data into the Smart and Skilled Provider Calculator.
- The RTO enters all learner data into the Smart and Skilled Provider Calculator prior to enrolment and informs the learner of applicable tuition fees.
- Under Smart and Skilled, a learner contributes towards the cost of training through the payment of a learner fee.
- Fees are set for the whole qualification.
- Fees are calculated taking following into consideration:
  - Is it learner's first qualification post-school qualification
  - Is the learner eligible for a concession
  - Has the learner self-identified as Aboriginal or Torres Strait Islander
  - Does the learner have a disability, is long term unemployed or resides in regional or remote location

- The fee will be adjusted if the learner has received RPL or a CT. The adjusted fee will be calculated as  $\text{Fee} = \text{Adjusted Price} \times \text{Fee Percentage}$ . Please refer to the Definition section of this document for Adjusted Price meaning.
- Where RPL and/or CT are granted at enrolment, the Provider will need to use the Smart and Skilled Provider Calculator to determine the applicable learner fee.
- Where RPL and/or CT is granted after enrolment, or after a learner commences a qualification, the Provider must report the outcome for the relevant unit(s) of competency in their next Smart and Skilled training activity data file submitted to the Department. The Department will make adjustments to the subsidy payment and advise the Provider of the new learner fee. The Provider must take all necessary steps to advise affected learners of adjusted fee and to adjust the fee levied, including adjustments to subsequent fee payment schedules.
- The RTO provides an exemption to learners who provide evidence of the following:
  - Centrelink evidence: proof of Disability Support Pension; or
  - Documentary evidence of support demonstrating a clear need as a result of the learner's disability(ies) by way of a letter or statement from:
    - a medical practitioner; or
    - an appropriate government agency; or
    - relevant specialist allied health professional,
- If a learner is eligible for a fee exemption, the fee will be \$0.
- The RTO provides a concession to learners enrolling in Certificate IV or below qualification and who provide evidence of the following:
  - Current and valid concession card
  - Letter from the Department of Human Services confirming receipt of benefit
  - Current Centrelink Income Statement
  - Documentary evidence from the Department of Veterans' Affairs stating their pension/benefits status
  - For people applying for Austudy or Youth Allowance, an approval letter from Centrelink that shows the CRN and indicates that commencement date of their benefit is within two weeks of their enrolment or two weeks within the date of the first class attendance or participation in training.
- If a learner is eligible for a fee concession, the fee will be reduced in line with the Prices and Fees published by the NSW Department of Education  
[https://www.training.nsw.gov.au/forms\\_documents/smartandskilled/prices\\_fees/prices\\_fees\\_v8.3.pdf](https://www.training.nsw.gov.au/forms_documents/smartandskilled/prices_fees/prices_fees_v8.3.pdf)

## Queensland PQS Program

- The RTO charges all eligible learners a co contribution fee toward the course.
- Each learner is provided with a Commencement of Enrolment (COE) letter prior to commencement with full details of tuition fees and co-contribution amount.
- The co contribution fee is disclosed on the RTO website and the total includes all material, administration and additional charges (concession and non-concession).
- Co-contribution fee must be collected prior to commencement of training and will not be waived or covered by the RTO.

- The co-contribution fee may be paid by a third party and is charged and collected at unit level so that each unit of competency charge adds up to the total co contribution fee.
- The co contribution of graduates. This is referred to as Fee Free Training for Year 12 Graduates. The fee free training may be applied to applicants that have graduated year 12 within the last 12 months. For example, an applicant who has graduated year 12 in December 2017 must enrol and commence training before December 2018.
- The year 12 graduate must provide the RTO with valid evidence of their completion for year 12 prior to receiving fee free training. Please refer to the *EN2 Application and Enrolment Policy* to see valid evidence.
- There is no charge for a Credit Transfer.
- The RTO may charge a different co contribution fee for each course and/or course offering. This means that the RTO may offer sale prices on occasion.
- The RTO provides a concession tuition fee that is 20% of the total tuition fee to learners who enrol and who:
  - Hold a valid and current concession card at the time of enrolment. Valid concession cards are:
    - Health care Card issued by the Commonwealth
    - Pensioner Concession Card
  - Has a disability
  - Is an adult prisoner
  - Self-identify as being Aboriginal or of Torres Strait Islander decent in the Student Application Form

## Refunds

### For VET Student Loans

- Refer to 'Re-crediting a VET Student Loan balance procedure' for information on re-crediting a VET Student Loan due to special circumstances.
- Refer to 'Tuition Protection Service' for information on options for VET Student Loan protection.

### For all other Funding and Fee for Service

- All requests for a refund must be in writing.
- Learners are entitled to a **full refund** of tuition and material fees paid if **the RTO cancels a course**. The RTO will make every effort to reschedule the course and offer an alternative place to the learner. The learner is not obliged to accept alternative offers and may request a full refund of fees paid instead. The materials must be returned in a resalable condition to receive a refund of the materials fee.
- Summary table for refunds

Fee for Service	Skills First Program	Smart & Skilled Program	PQS Program
<b>Selmar Cancels a course</b>			
100% refund	100% refund	100% refund	100% refund
<b>Learner withdraws at least 7 days prior to the commencement date</b>			

100% refund	100% refund	100% refund	100% refund
<b>Learner withdraw <u>less than 7 days</u> prior to the commencement date</b>			
90% refund	100% refund	100% refund	100% refund
<b>Learner withdraws <u>at least 24 hours</u> prior to the commencement date</b>			
90% refund	100% refund	100% refund	100% refund
<b>Learner withdraws <u>less than 24 hours</u> prior to the commencement date</b>			
90% refund	90% refund	90% refund	90% refund
<b>Learner withdraws <u>within 4 weeks</u> after the course has commenced</b>			
Calculated pro rata provided no more than 20% of the units of competency have been commenced or completed	60% refund provided no more than 20% of the units of competency have commenced or have been deemed competent	No refund	No refund
<b>Learner withdraws <u>after 4 weeks</u> after the course has commenced</b>			
No refund	No refund	No refund	No refund

- If a learner transfers to a different study mode, they are not entitled to a refund.

### Selmar Institute of Education Responsibilities

The Chief Financial Officer (CFO) is responsible for ensuring fees are charged correctly and processed accordingly.

### Records Management

All documentation from fees and charges processes are maintained in accordance with Records Management Policy. (See *Records Management Policy*).

### Monitoring and Improvement

All fees and refunds practices are monitored by the GFM of Selmar Institute of Education and areas for improvement identified and acted upon. (See *Continuous Improvement Policy*).

## SECTION 3 - LEGISLATIVE CONTEXT

Name	Section
Standards for RTOs 2015	Standard 5.2 e) and f), 5.3 a) and b)
VET Student Loans	Clause 4.4.4, 4.5.1-4.5.5, 4.7.2
Victorian Skills First Program	Sch 1 Part A: Clause 6 .1 – 6.2
NSW Smart and Skilled Program	Contract Terms and Conditions Clause 16, 17.1-17.4 Smart and Skilled Fee Administration Policy Smart and Skilled Prices, Fees and Subsidies
Queensland PQS Program	PQS Policy 2017-18 Appendix 1: Co contribution Fee



## SECTION 4 - RELATED DOCUMENTS

Name	Document Type
EN1.1 Fees and Refunds Procedure	Procedure
EN2 Application and Enrolment Policy	Policy
EN3 Withdrawal and Cancellation Policy	Policy
Commencement of Enrolment (COE)	Letter
Statement of Covered Fees	Letter
Commonwealth Assistance Notice (CAN)	Letter
Application for re-crediting of VET Student Loan debt	Form

## SECTION 5 - VERSION CONTROL

Version #	Approval Date	Approved by	Details
1	June 2018	Tash Hartig	Document creation, combination of a range of policies into one document
2	August 2018	Tash Hartig	Added Qld Fee Free Training for Year 12 Graduates and Concession rate.
3	November 2018	Marcus Sellen	Addition of Refund Policy, rename of document
4	April 2019	Marcus Sellen	Changed CFO position to Group Financial Manager
5	August 2019	Marcus Sellen	Updated address
6	March 2020	Julie van Belkom	Updated and modified clauses