

# Fee and Refund Policy and Procedures

**POLICY CODE: CR 3.18**

**Related Compliance Section 18**

## Purpose

The purpose of this policy is to ensure that TDT complies with the regulatory requirements relating to the collection and protection of prepaid fees, and that appropriate safeguards are in place to protect students in the event the RTO is unable to deliver the agreed services.

## Legislative Background

Compliance Requirements, Division 3 Accountability– Prepaid Fee Protection Measures (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025 (Cth).

## Scope

This policy applies to all [RTO Name] staff involved in the management of student enrolments, fee payments, financial arrangements, and tuition protection, including the CEO, Compliance Officer, Finance Officer, and Administration staff.

All current and prospective students of TDT

## Policy Statement

TDT acknowledges its responsibility under the National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025 to protect VET students from financial loss where prepaid fees exceed the threshold of \$1,500 per course per individual.

To comply with the regulatory requirements, TDT has adopted the following principles:

- Prepaid fees will only be collected in accordance with approved fee protection arrangements.
- Students will be provided with clear information about all applicable fees and refund arrangements.
- Where fees exceed the threshold, a formal and approved fee protection strategy will be implemented and maintained.

### Fee information includes:

- All costs for the course including any materials fees
- Any other costs payable to the RTO including costs for recognition of prior learning if applicable
- Payment terms and conditions including deposits, refunds, and payment plans if applicable

The Student Agreement and the Student Handbook which are provided before enrolment includes this Fees and Refunds Policy and inform the student of their consumer rights. Students are asked to sign the Student Agreement in acknowledgment of the terms and conditions of the enrolment and this policy.

Where an employer is paying for a student's course, an Employer Agreement will be provided at the time of enrolment outlining the total fees, payment terms, and schedule of payments applicable.

No cooling-off period applies as TDT does not use unsolicited consumer agreements (such as telemarketing, door-to-door selling, or direct approach marketing in public places).

Course fees as applicable to each course are detailed on the Student Agreement and include:

- All the training and assessment as well as educational support services are required for students to achieve the qualification or course in which they are enrolling within the attempts allowed.
- Where a student fails to achieve a satisfactory outcome after three attempts at an assessment task, the student will need to re-enrol into the unit or units in question and will be charged a pro-rata course fee based on the number of units required to be undertaken.
- Learning materials for each student unless otherwise stated on the Course Outline.

Issuance of one set of certification documents including the testamur (certificate) and record of results and/or a **Statement of Attainment (in the case of withdrawal or partial completion)**.

- Any optional textbooks and materials that may be recommended but not required to complete a course.
- Replacement textbooks if original copies are lost or misplaced. Costs for replacement textbooks are outlined in the Student Agreement.
- Stationery such as paper and pens or other personal use items such as computers or internet access that may be required to complete homework tasks.
- Printing costs (if required).
- Re-issuance of AQF certification documents. Re-issuance or additional copies of these documents will attract a fee (Please refer to the Fee Schedule for details).

RTONAME cannot guarantee that students will complete the course in which they enrol regardless of whether all fees due have been paid.

Please refer to the fee schedule for a detailed schedule of fees.

Payments can be accepted by electronic transfer, cheque, money order, or in person at the head office.

Students who having trouble in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.

Debts may be referred to a debt collection agency where fees are more than 40 days past due.

RTONAME reserves the right to suspend the provision of training and/or other 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.

## Procedures

### 1. Fee Protection

In accordance with **Clause 18** of the *Compliance Standards 2025*, TDT ensures that domestic students are also protected from financial loss:

- TDT will **not collect more than \$1,500 in prepaid fees** per course per student unless approved fee protection measures are in place. (Refer II)

### 3. Access to Fee Information

To support transparency and informed decision-making, TDT provides the following to all prospective and current students:

- A comprehensive **Student Agreement** outlining all tuition fees, materials fees, payment schedules, and refund conditions;
- A **Course Outline** summarising the applicable course fees;
- Information published on the **TDT website**;
- RTONAME lists all tuition fees payable by the student for the course (Refer Fee Schedule), and payment options
- Confirmation of fee details prior to enrolment or the collection of any fees, in line with **Standard 2.1** of the Outcome Standards and **Clause 5.3** of the former Standards.

## Choice of Fee Protection Measures

As a non-government, non-university RTO, TDT must implement one or more of the following protective arrangements:

#### (A) Bank Guarantee

- TDT maintains an unconditional financial guarantee from a bank operating in Australia.
- The guarantee covers the total prepaid amount exceeding \$1,500 per individual, across all applicable students.
- The guarantee:
  - Is maintained at all times.
  - Is updated quarterly or when new prepayments are received.
  - Has no expiry unless replaced or updated.
  - Costs are borne by the RTO and not passed to the student.

#### (B) Tuition Assurance Scheme

- As an alternative or additional measure, TDT may maintain membership with an approved tuition assurance scheme operator.
- If services cannot be delivered, the scheme ensures:
  - Students are placed into an equivalent course at no additional cost, or
  - Refunds are issued for services not yet delivered (in excess of the threshold).
    - The scheme operator must be approved by the National VET Regulator (ASQA).

#### (C) Other Approved Measures

- Where applicable, the RTO may implement other protection measures approved in writing by ASQA.
- These must meet the intent of the legislation and be formally documented.

## Failure to Provide Services

- If TDT is unable to provide prepaid services:
  - The CEO must initiate one of the following actions within 5 working days:
    - Arrange for placement into an equivalent course at a suitable location and at no additional cost, or
    - Refund prepaid fees for undelivered services (exceeding \$1,500 per course).
- A record of the student outcome and corrective action is maintained in the Fee Protection Account.

## Process for claiming a refund

### Refund Entitlements and Conditions

- A nominated person, other than the student, may receive a refund if this is clearly identified and agreed upon in the original enrolment documentation.
- A clear explanation will be provided in plain English regarding what will occur in the event the course is not delivered. This includes reference to any tuition assurance arrangements maintained by RTONAME.

### Non-Refundable Fees

- All fee-for-service course fees include a non-refundable Enrolment Fee (or deposit). This fee is only refundable if RTONAME cancels the course before it commences due to low enrolment numbers or unforeseen circumstances.
- Fees paid for Recognition of Prior Learning (RPL) assessments are non-refundable.
- Failure to successfully complete the qualification or enrolled unit(s) due to using all assessment attempts does not entitle the student to a refund.

### Withdrawals and Refund Requests

- Students withdrawing from a course must submit a Student Withdrawal Application Form. Only students who have completed this form are eligible to apply for a refund or fee reduction.
- Refund applications must be submitted in writing using the Student Refund Application Form, outlining the reason and supporting details for the request.
- Provider Default and Tuition Assurance
- In the unlikely event that RTONAME or a third-party training provider cannot deliver the course or part of the course as agreed, students will receive a refund for any unprovided components. This includes situations where:
  - RTONAME or its delivery partner ceases to operate.
  - The course in which the student is enrolled is discontinued or cancelled.
  - Significant changes are made to the delivery method or terms of enrolment, and no new agreement is reached with the student.
- In such cases, RTONAME will automatically assess affected students for a refund. No individual application is required. Refunds will be processed within 28 business days of the determination.

### Refund Assessment Criteria

- The refund assessment will consider services and resources already provided, including:
- Textbooks, materials, or resources issued.

- Training delivered (e.g., classes, meetings, workplace visits).
- Trainer/assessor support already provided.
- Assessment services delivered, including any feedback or RPL processing.
- Students will receive a written outcome of the refund decision within 28 business days, including the rationale and any applicable refund amount or adjustment notice.
- Students may appeal the refund decision through RTONAME's Complaints and Appeals Policy & Procedure.

## Recording and payment of refunds

### General Refund Conditions

- The original fee payer (student or employer/guardian) is the party eligible to receive any approved refund, as specified in the Student Agreement.
- All refund claims are managed in accordance with the terms set out in this policy and the Fee Schedule provided at the time of enrolment.

### Provider Default

- If TDT, or any third party delivering training and assessment on its behalf, is unable to deliver the agreed services, the following applies:
  - Situations Covered:
    - TDT ceases operations or course delivery.
    - A material change is made to the student agreement and no revised agreement can be reached.
    - A course is cancelled due to insufficient enrolments or external disruptions.
  - Process:
    - Students will be automatically assessed for refund eligibility.
    - Refunds are made without requiring an application form.
    - TDT will issue a refund for the unused portion of prepaid fees within 28 calendar days.

### Refunds will be calculated based on:

- Unused tuition services
- Any materials/resources not yet provided
- Hours of training not yet delivered
- A suitable alternative course at no additional cost; or
- A refund of unspent prepaid tuition fees, if no suitable alternative is available.

### Student-Initiated Withdrawal or Cancellation

Withdrawal Scenario	Refund Eligibility
<b>Withdrawal &gt; 28 days before start date</b>	Full refund of tuition fees minus enrolment fee

<b>Withdrawal &lt; 28 days before start date</b>	50% refund of tuition fees minus enrolment fee
<b>Withdrawal after course start</b>	No refund (unless due to serious illness or hardship)

*Note:* Enrolment fees are **non-refundable** under all circumstances.

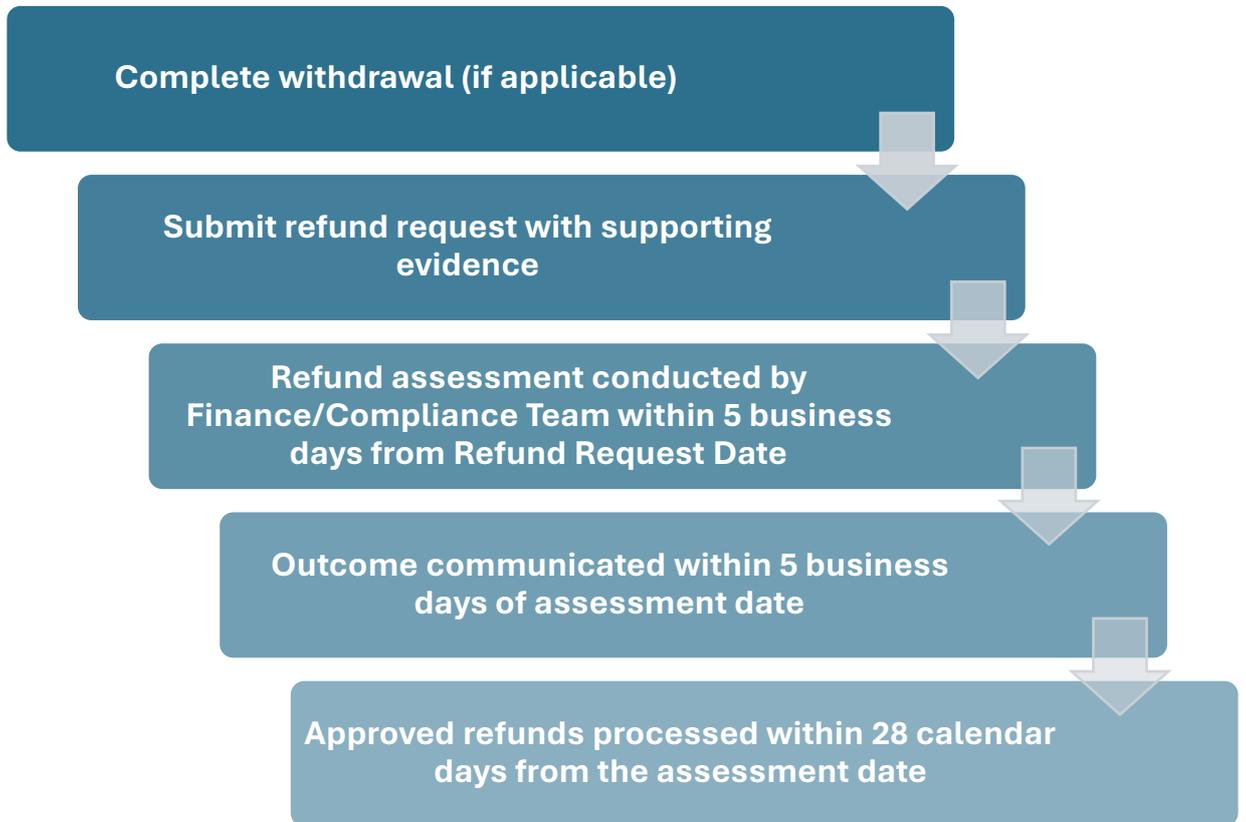
#### Refunds Due to Compassionate or Compelling Circumstances

- Students unable to commence or continue studies due to serious illness, injury, or personal hardship may apply for a pro-rata refund. Requirements include:
- Written request submitted using the Student Refund Application Form
- Supporting medical certificate or evidence
- Refund eligibility is assessed case-by-case and may be offered as:
- A partial refund
- A credit transfer toward a future course (valid for 12 months)

#### Non-Refundable Items

- The following are non-refundable:
- RPL application fees (regardless of outcome)
- Enrolment/administration fees
- Fees for services already rendered (e.g., assessments marked, feedback provided)
- Fees for textbooks or materials already supplied
- If a student fails to achieve competency due to exhausted assessment attempts, no refund is applicable. The student may re-enrol in the unit at a pro-rata fee.

#### How to Request a Refund



#### Appeals Process

- Students may appeal refund decisions under the Complaints and Appeals Policy & Procedure.

#### Recording and Audit Trail

- Refund decisions, calculations, and supporting evidence are:
- Stored securely on the student's file
- Recorded in the Fee Protection and Refund Register
- Audited periodically to verify compliance with Clause 18

#### Special Notes on Fee Scheduling and Study Periods

- TDT does not define formal study periods for the purpose of restricting fee collection, as current legislative instruments no longer impose these restrictions.
- Payment plans clearly outline when fees become due post-commencement, ensuring transparency in all transactions.

## Responsibilities

**CEO:** Approves financial protection strategies and ensures emergency continuity planning.

**Compliance Officer:** Monitors compliance with fee protection requirements and maintains reporting obligations.

**RTO Manager:** Identifies fee protection measures and schemes and supervises the implementation of the policy.

**Finance Officer/ Manager:** Maintains prepaid fee records, updates the Fee Protection Ledger, and liaises with the bank or scheme provider.

**Academic Manager:** Provides students with fee and refund information during enrolment.

## Supporting Documents

- TPS Register
- Protected Fee Account
- Bank Guarantee Certificate (if applicable)
- Tuition Assurance Scheme Membership Certificate
- Offer letter and written Agreement
- Fee Schedule
- Non Payment fee notice and cancellation

## Related Policies

- QA 4.1 – 4.2 Governance and Accountability Policy and Procedures
- QA 4.3 Risk Management Policy and Procedures
- QA 2.2 Student Enrolment Policy and Procedures
- CR 2.9 – 2.11 AQF Certification Documentation and Records Policy and Procedures

## Operational Procedure Table: Prepaid Fee Protection

Action	Responsible Staff	Supporting Document	Timing/Frequency	Compliance Mapping (Clause 18)
Identify prepaid fees exceeding \$1,500	Finance Officer	Prepaid Fees Ledger	Ongoing	Clause 18(1)
Maintain bank guarantee or TAS	CEO / Compliance Officer	Guarantee/TAS Certs	Always current	Clause 18(2), 18(4)
Track and review coverage of prepayments	Compliance Officer	Fee Protection Ledger	Monthly	Clause 18(6)
If unable to deliver service, initiate refund or placement	CEO	Continuity Register	Within 5 business days	Clause 18(5)
Document outcome and update registers	Compliance Officer	Fee Protection Ledger	After event	Clause 18(5), 18(6)



## Document Control

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