# Purpose

VACCHO’s Fees, Charges and Refunds Policy and Procedure provides applicants and students and where relevant, their employers, with accurate and timely information in relation to all fees and charges related to their course of interest, including, but not limited to:

* tuition, student services and amenities fees
* administration and incidental fees (where applicable), and
* fees and charges, including subsidies granted against the VIC government’s Skills First Program.

This Policy and Procedure sets out how VACCHO ensures a consistent and fair approach to the establishment of fees, charges and refunds.

# Scope

This Policy and Procedure applies to:

* all students enrolled in VACCHO Education Services training programs and courses.

# Responsibilities

The RTO Executive Director is responsible for approval and oversight of this Policy and Procedure.

The RTO Executive Director is responsible for implementation and maintenance approval of this Policy and Procedure.

The RTO Compliance Coordinator is responsible for the day-today oversight of this Policy and Procedure.

All other staff members are responsible for ensuring that they comply with the administrative requirements found in this and other VACCHO Policies and Procedures relating to VACCHO in its capacity as a Registered Training Organisation.

# Policy and Procedure

VACCHO is committed to protect and safeguard all students’ fees and to ensure that no student is disadvantaged. VACCHO 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 VACCHO ceases to provide a course of study in which a student is enrolled.

VACCHO adheres to all regulatory and statutory requirements about fees and charges, or any subsequent relevant directions in regard to 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.

General Principles

VACCHO Education Services is committed to the following principles, as aligned to its Consumer Protection Policy and Procedure:

* levy fees and charges fairly and consistently for all training and assessment services.
* provide all students and clients with a comprehensive Statement of Fees which meets the requirements of the NVR Standards for Registered Training Organisations and all relevant funding agreements (refer to Skills First Requirements below)
* establish and publish its schedule of indicative fees and charges for each qualification on its scope of registration, including costs for government subsidised and non-government subsidised rates (expressed as ‘full fee paying’) and display these on the [www.vaccho.org.au](http://www.vaccho.org.au) website and in published course brochures
* calculate the cost of Recognition of Prior Learning (RPL)/ Recognition of Prior Competency (RCC) assessment processes on an individual client basis, using the approved RPL/RCC fees (refer to Recognition of Prior Learning and Credit Transfer Policy and Procedure)
* notify the national VET Regulator, Australian Skills Quality Authority (ASQA), of any significant changes to fee payment arrangements and TAS/fee insurance arrangements
* prior to the commencement of training, sight and retain copies of all documentation demonstrating an individual student’s eligibility for government subsidised training including any tuition fee waiver/exemption granted, for audit purposes
* supply clear refund information (through this Policy and Procedure) and prior to enrolment, that is fair and reasonable, and includes scenarios relating to withdrawal by the student, course cancellation, and closure of the Registered Training Organisation (RTO), through publishing on the VACCHO website [www.vaccho.org.au](http://www.vaccho.org.au) and referred to in published course brochures
* In the event of VACCHO being unable to fulfil its commitment to provide a place in a course on the agreed date, re-schedule the course or offer affected students/clients a full refund of fees paid to date (with refunds only being issued to the person or entity who paid the fees)
* retain accounts and records which clearly distinguish income and expenditure for Fee for Service training from government subsidised training
* establish and maintain a separate general ledger account to record receipt of income from fees for tuition and the payment of refunds of tuition fees
* keep records including evidence, to support any claim for a contribution towards revenue forgone as a result of granting concessions or waivers/exemptions
* calculate and apply materials fees on a cost recovery basis for each training program based upon texts, equipment and handouts provided to students
* apply Full fee paying or Fee for Service rates where no government subsidy / part of subsidy is available
* not generally include Fees for uniform garments required in some work/practical placement programs in materials fees listed/published. Where these are a requirement students/clients will be advised to make their own arrangements
* apply Fee for Service/commercial activity rates to any training and assessment or related services that are not funded under the Skills First Program or government subsidised training.

##

Setting of Fees and Charges

VACCHO course fees cover:

* tuition fees
* course learning and assessment materials
* conduct of assessments, and
* all other materials used to deliver the courses.

The RTO Executive Director is responsible, as the CEO delegate, for setting all fees and charges, which is undertaken on an annual basis and listed in the VACCHO RTO Fees/Funding Matrix. A full list of fees and charges is posted onto VACCHO’s website and referenced as part of the applicant’s application and enrolment process, including through the Application and Enrolment Information Sheet, as the initial starting point. It is the responsibility of the RTO Compliance Coordinator to ensure that the RTO Fees/Funding Matrix remains current, is in line with all regulatory and funding requirements and all related Education Services documents are updated accordingly.

Course fees are always discussed with the applicant during the application process. As part of this application process, VACCHO ensures that the prospective student understands that any incidental charges, such as non-consumables which are kept by the student, are not part of the tuition fees; the purpose of the fees and charges; the total course liability to be incurred as when as when and how the fees and charges are to be paid which may include through a third party eg employer or employment services agency.

The applicant acknowledges their understanding of VACCHO’s terms and conditions of calculating and collecting fees wherever applicable through signing against the relevant Clause on the VACCHO’s Enrolment Form. This is reinforced and further clarified if required at the time of the student’s enrolment.

VACCHO supplies each individual with a Schedule of Fees, being an itemised list of all fees and materials, and any other charges incurred as a requirement for the course, prior to enrolment. The Statement of Fees clearly indicates the actual tuition fee that the individual is being charged and all other charges associated with the course, inclusive of any incidental items that the student/employer/other party is expected to supply. This Schedule of Fees includes:

* the code, title and currency of the program
* the total cost to them for their program, taking into account any Fee Concession or Fee Waiver entitlement
* the approximate value of the government contribution expressed in dollars (where relevant), and
* any other applicable fees, such as student services, amenities, goods or materials.

**Fee Waiver/Exemptions**

It is at the discretion of the RTO Executive Director to consider and approve/not approve any fee waivers or exemptions, including for RPL or RCC services. The applicant/student must complete and submit a Student Fee Waiver/Exemptions Form and attach as much evidence as possible to support their case. The RTO Executive Director or delegate will advise the student within 5 working day of the outcome of their application for a fee waiver or exemption.

Exemptions may be granted where a student wishes to enrol in a course that:

* meets identified skills shortages or
* meets localised labour market needs or improves employment prospects or
* meets acute or gap training needs or
* allows the student to transition between industries or occupations or
* allows the student to retrain / repeat training in a qualification, ie. where the student has been disadvantaged by previous poor quality training which has prevented them from gaining employment or participating in further education.

 As part of the Student Fee Waiver/Exemption process, VACCHO will sight and retain copies of all documentation demonstrating an individual’s eligibility for any tuition fee waiver/exemption granted for audit or review purposes and to meet record keeping requirements as required.

## Payment arrangements

Irrespective of the availability and receipt of government subsidies by an employer or student, it is a requirement that where tuition and material fees are applicable these must be paid by the date specified on the tax invoice. Payment can generally be made by EFTPOS or direct bank deposit.

Whilst VACCHO is not registered for VET Support Loans (VSL) or other payment system, it will negotiate fair fees arrangements, paid in arrears, on an individual basis as required. Where students are unable to pay in a timely manner, they will be encouraged to notify VACCHO’s RTO Executive Director to discuss alternative options.

## Non-payment of fees

Where a student/employer fails to pay all fees by the due date the student/employer is deemed to be a debtor. Failure to pay the debt within 30 days of the original due date may result in any or all of the following, as determined by the RTO Executive Director, until the full amount is paid:

* suspension of the student from attending or participating in the course
* loss of access to enrolment record information and academic transcripts
* inability to graduate
* termination of the enrolment.

## Credits

Pre-payments, scholarships, waivers, and amounts transferred from one course to another will be credited to the student/client’s account.

## Refunds

VACCHO will consider a refund, usually based on the duration of time in which the student has attended VACCHO studies. Applications for refunds must be made in writing and using the Variation to Enrolment Form, stating reasons and relevant details supported by the appropriate documentation where appropriate. The Form must be forwarded to the RTO Executive Director within 4 weeks of their last day of course participation (regardless of whether in a classroom, workplace or on-line environment).. Refunds must be approved by the RTO Executive Director or delegated officer.

Refer to the Refund Schedule below for amounts and conditions of refunds against the various scenarios:

|  |  |
| --- | --- |
| ***Scenario*** | ***VACCHO Policy and Procedure*** |
| Written notice of withdrawal provided prior to course commencement (where fees have been paid in advance) | Paid materials and tuition fees refunded to client within 10 working days of notification and only where VACCHO issued material is returned and in good condition. |
| Written notice of withdrawal provided within 4 weeks of course commencement | Paid materials and tuition fees to client (less an administration fee of 15% of total fees and considering materials issued to the client).  |
| Written notice of withdrawal provided after 4 weeks of course commencement | No refund of paid materials and tuition fees to client. |
| VACCHO cancels course prior to commencement and the student does not wish to transfer to an alternative course | All monies paid to the VACCHO refunded within 10 working days of notification |
| Student has withdrawn and has evidence that VACCHO failed to deliver on its commitments. Applies only where the student lodges an appeal and it is accepted by VACCHO  | All monies paid to the VACCHO refunded within 10 working days of notification |
| VACCHO terminates its registration as an RTO | All monies paid to the VACCHO, deducting a reasonable proportion used for the delivery of training services to date, will be refunded within 20 working days  |
| RPL assessment fees | No refund for any unit/s where the student has submitted at least one piece of evidence or after 3 months from the time of submission of an Application for RPL and Credit Transfer Form. If that has not occurred – full refund will be provided. |
| RCC assessment fees |
| Credit Transfer | No refund due to no service fee. |

Refunds will always be paid to the person/organisation who made the payment.

**Refunds: Special Consideration**

Refunds for student tuition/enrolment fees may also be granted to individual students based on a number of circumstances and at the discretion of the RTO Executive Director or delegate and will only be considered upon a written request from the student, seeking special consideration. Refunds will only be considered if the student has formally withdrawn from their course, using VACCHOs Variation to Enrolment Form, as well as notifies VACCHO’s RTO Executive Director within 4 weeks of their last day of course participation (regardless of whether in a classroom, workplace or on-line environment).

Circumstances which may be approved for a refund under special consideration are, but not limited to, the following:

* cultural reasons
* parental or carer’s leave requirements
* serious illness or injury – where a medical certificate states the student is no longer unable to attend classes
* unforeseen medical matter, including with family members which has only eventuated after the student commenced their course
* a traumatic experience
* other reasons may be considered but must have compelling documentary evidence to support the request.

**Refunds based on VACCHO Course Deferment or Cancellation**

VACCHO reserves the right to cancel or defer a course or, change course start dates or course curriculum / programs at any time.

**Refunds based on VACCHO’s Failure to Deliver on Commitments**

Where a student has withdrawn and has evidence of VACCHO’s failure to deliver on its commitments, made as part of the application and enrolment process, VACCHO will fully refund the student of any fees paid to date, regardless of the amount of training services in which the student engaged (may be longer than 4 weeks). In this instance, no administrative fee will also apply.

The student must follow VACCHO’s Complaints and Appeals Policy and Procedure in this instance.

**Appealing a Decision**

VACCHO’s Complaints and Appeals Policy and Procedure is available to any applicant/student that wishes to appeal about the outcome of an application for a fee exemption or where they believe their fees have not been consistency set with other students.

**Withholding of Certification**

VACCHO will withhold the issuing of qualification certification in the event that a student or a third party has not paid the due fees.

# Additional Victorian Skills First Program Requirements

*In addition to adhering to all requirements to maintain its registration by following the Standards for RTOs 2015 and all related requirements and directives from ASQA, the national VET Regulator, at all times, as outlined in this Policy and Procedure, VACCHO’s Education Services ensures that it also adheres to the following additional requirements, as prescribed in the Standard VET Funding Contract, Skills First Program.*

VACCHO ensures that it sets its fees and charges for all VIC Skills First subsidised places in line with the departmentally issued Fee Guidelines, which describe the requirements about tuition fees and other fees associated with government subsidised training and the financial and accountability requirements for fees.

**Fee Concessions**

VACCHO allows Fee Concessions on standard tuition fees in accordance with these Fee Guidelines, and where a student is eligible, VACCHO will charge no more than 20 per cent of its published standard tuition fee.

Through the information supplied by an applicant on their Enrolment Form, VACCHO’s Student Administration staff check a student’s entitlement for a Fee Concession as part of enrolment and prior to the commencement of training.

Concession fees are not available for students enrolling into Diploma or Advanced Diploma courses. If an individual who was previously eligible for a concession becomes ineligible for the concession before the completion of the hours for which they have paid tuition fees, this does not affect the tuition fees payable for the enrolment.

Prior to the commencement of training, VACCHO sights and retains (electronically or in hard copy) copies of all documentation demonstrating an individual’s eligibility for the fee concession granted by VACCHO for audit or review purposes and to meet the record keeping requirements of the departmental Fee Guidelines.

Where a concession card is presented via a Digital Wallet through a Centrelink Express Plus mobile application, VACCHO’s Student Administration Officers sight and authenticate the card by viewing the card directly through the Centrelink Express Plus mobile application on the cardholder’s mobile device. These cards may not be sighted via a screen shot of the card that is emailed or otherwise produced.

Where an applicant cannot produce appropriate proof of concession prior to the commencement of training, VACCHO will exercise reasonable judgement, for example, allow for a one week grace period to provide proof of concession.

For enrolments in courses at the Certificate IV level and below, VACCHO always charges the concession fee to an applicant who, prior to the commencement of training, holds a current and valid:

* Health Care Card issued by the Commonwealth
* Pensioner Concession Card
* Veteran’s Gold Card or
* an alternative card or concession eligibility criterion approved by the Minister.

VACCHO retains a copy of the relevant concession card and uploads it only the Student File in VETtrak, VACCHO’s student management system:

* in hard copy or electronically scanned copy where a physical card is presented or
* its equivalent record as extracted from Centrelink confirmation eServices or
* where the concession card is presented via a Digital Wallet through a Centrelink Express Plus mobile application, of which a copy is not possible, the Administration staff make a File Note on VETtrak against the Student’s File, stating that the digital concession card has been sighted.

VACCHO’s Fees/Funding Matrix is kept up to date at all times, is publish in a prominent place on its website and includes the following caveat: ‘*The student tuition fees as published are subject to change given individual circumstances at enrolment’.*

VACCHO reports all Fee Concessions it grants in accordance with the Victorian VET Student Statistical Collection Guidelines.

Under the VIC government’s Indigenous Completions Initiative, for enrolments in a course at any level, VACCHO must charge the concession fee to individuals who self-identify as being of Aboriginal or Torres Strait Islander descent (and are reported as such through the ‘Indigenous Student Identifier’ field of the Student Statistical Report).

VACCHO retains the completed Enrolment Form on which the individual self-identified as Indigenous.

**Tuition Fee Waivers/Exemptions**

Special student cohorts or training initiatives are given an automatic exemption where appropriate visas, referral correspondence or other evidence is available (as identified in the Skills First Program Determining Student Eligibility and Supporting Evidence, and as such, are not required to request an exemption. These are:

* asylum seeker VET program (citizenship exemption)
* Latrobe Valley Initiative (upskilling, two at a level limitation, and courses In eligibility)
* Back to Work Scheme (upskilling, two at a level limitation, and Courses In eligibility)
* retrenched workers (upskilling, two at a level limitation, and Courses In eligibility)
* automotive supply chain workers (upskilling, two at a level limitation, and Courses In eligibility)
* Jobs Victoria Employment Network (JVEN) clients (upskilling, two at a level limitation, and Courses In eligibility)
* or any other specific cohort announced by the Victorian department from time to time – (upskilling, two at a level limitation, and Courses In eligibility).

VACCHO always allows for tuition fee waivers/exemptions in accordance with the departmental Guidelines about Fees and Determining Student Eligibility and Supporting Evidence and a student is not considered eligible for a Skills First subsidised place under normal eligibility rules, but an exemption may apply. In 2022, this initiative allows VACCHO to grant 5 exemptions

 against the following eligibility criteria only:

* the ‘upskilling’ requirement (Clause 2.4(a) of Schedule 1) and/or
* the ‘2 at level in a lifetime’ limit (Clause 2.5(d) of Schedule 1).

If the applicant wishes to request a fee exemption, they are required to complete and submit a Student Fee Waiver/Exemption Form for consideration by the RTO Executive Director in the first instance.

Prior to the commencement of training, VACCHO’s Student Administration Officers sight and retain copies of all documentation demonstrating an individual’s eligibility for the tuition fee waiver/exemption granted by VACCHO, as well as confirms that the student has completed a Pre-Training Review (PTR) for audit or review purposes and to meet the record keeping requirements of the Guidelines. This includes a copy of:

* the signed Student Fee Waiver/Exemption Form
* Enrolment Form
* PTR.

# Related Documents

* Application and Enrolment Information Sheet
* Enrolment Email Template
* Enrolment Forms (full qualification and short course)
* Student Enrolment Documentation Checklist
* Pre-Training Review Tools
* Student Handbook
* Fees/Funding Matrix (annual)
* Student Fee Waiver/Exemption Form
* Schedule of Fees Template
* 2022 SkillsFirst Program Guidelines for Eligibility
* 2022 Guidelines about Fees
* Consumer Protection Policy and Procedure
* Application and Enrolment Policy and Procedure
* Complaints and Appeals Policy and Procedure
* RPL and Credit Transfer Policy and Procedure
* Privacy Policy and Procedure

# Review and Authorisation

Authorising Officer: RTO Executive Director

Review Officer: RTO Compliance Coordinator

This Policy and Procedure is reviewed annually.

# Definitions

The following definitions apply for specific terms used in this Policy and Procedure:

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| --- | --- |
| **Term** | **Definition** |
| Fee Concession | means a concession on tuition fees granted, or to be granted, in circumstances where this Contract or the Guidelines About Fees specify that the Training Provider must grant a concession on tuition fees to a Skills First student. |
| Fee Waiver | means a waiver of tuition fees granted, or to be granted, in circumstances where the Skills First Guidelines About Fees specify that the Training Provider must not charge a tuition fee, or where the Department otherwise directs that a tuition fee must not be charged, to a Skills First student. |
| RPL | means Recognition of Prior Learning (refer to RPL and CT Policy and Procedure)  |
| RCC | means Recognition of Current Competency (refer to RPL and CT Policy and Procedure) |
| CT | means Credit Transfer (refer to RPL and CT Policy and Procedure) |
| Applicant | Applicant means a prospective VAC CHO student or interested party |
| Student | Student means an enrolled learner that has agreed to use the services provided by VACCHO. |
| Prepaid fees | Means fees collected before the relevant services have been provided. These include payments made at any time before, during or after the learner enrols.  |
| Incidental Fee | Is a charge for an essential good or service that the applicant/student has the choice of acquiring from a supplier other than VACCHO and is for:* equipment or items that become the physical property of the individual and that are not consumed during the course, or
* food, transport and accommodation costs associated with the provision of field trips that form part of the course.
 |