

Fees and Refunds Policy

Purpose

This policy outlines ACTB's approach to setting, collecting, and refunding fees and charges for training and assessment services, ensuring fairness, transparency and compliance with the Standards and relevant legislation.

Scope

This policy applies to:

- All Staff, students and clients; and
- All of our accounting administration, fee setting, publishing, collection and management, and refunds processes.

Responsibilities

1. CEO / Director

- Sets the applicable fees, charges and refund policies.
- Reviews and approves any refund applications.

2. Administrative & Support Staff

- All administrative duties associated with the publishing, collecting and reporting of fees, charges and refunds.
- Provides clear information on fees and charges, payment options and plans, and refunds, to current and prospective learners and clients.

3. Accounts Staff

- Processes approved refunds within the specified timelines.
- Confirms receipt of fees and charges.
- Maintains accurate financial records.

General Principles

ACTB will strive to:

- Ensure we set fees and charges which are fair, competitive and transparent.
- Approach the collection and refund of fees and charges reasonably, flexibly and act in the best interests of our students and clients.
- Inform learners of their rights as a consumer, including any statutory cooling-off periods.
- Inform learners of any guarantees we provide to honour our commitment in delivering the agreed upon services.
- Advise learners we have a right to discontinue the delivery of training and assessment services if fees are not paid in accordance with the agreed upon fee schedule.
- Clearly advertise all fees and charges in our marketing materials and on our website:
 - The applicable course fees, resource fees, and any other charges such as the re- issue of certificates or statements;
 - Advise where GST is payable, as per section 38-85 GSTR 2003/1 Goods and Services Tax, Goods and Services Tax (GST) Act;
 - Payment terms, including when fees are to be paid by:
 - For local fee-for-service students:
 - Undertaking nationally recognised training, it is ACTB's practice to collect no more than \$1,500 prior to the commencement of the course, with the balance spread equally over the course of the training program, and invoiced prior to the commencement of each term, due within **5 business days**, unless otherwise stated. Where payment plans are required, the amount will be invoiced equally either fortnightly or monthly, over the duration of the course.

- Undertaking unaccredited courses, we collect the entire amount prior to the commencement of the training program.
- For employer clients who are enrolling their employees into nationally recognised training, and students undertaking non-accredited courses, it is ACTB's practice to collect the entire course fees prior to the commencement of the course as part of a commercial agreement.
- Methods of payment we accept – by bank transfer, via debit or credit card, or cash;
- Any non-refundable deposit, administration or enrolment fees (if applicable); and
- Any discounts, fee reductions or exemptions that may be available for certain groups of enrolments (where applicable), such as those with a concession card holder, or those who have been referred by a family or friend.
- Be clear on our refund policy and process, including:
 - The refund application process,
 - Conditions under which a refund will be issued,
 - Where we fail to deliver a course or unable to fulfil our service agreement as part of our guarantee to our learners and clients, a full refund for any services not provided will be issued, and
 - Timeframes for the refund processing.
- Protect the pre-paid learner fees using approved mechanisms in line with the Standards.

Fee-Protection Mechanism for Local Students

At ACTB, it is our obligation to protect the pre-paid learner fees where the payment of fees is made directly by a learner and not by an employer or a funding authority.

We do so by:

- Collecting no more than \$1,500 prior to the commencement of the course.
- Balance of fees spread equally over the course of the training program and invoiced prior to the commencement of each term.

Tuition Protection Scheme for International Students

Under the TPS framework, ACTB: Is expected to meet our default obligations under the ESOS Act 2000; Provide accurate and timely reporting on student enrolments; Is to contribute annually to the TPS; have the opportunity to place students who are referred to the TPS in a suitable alternative course; and is under no obligation to accept a student that has sought a placement following another provider's default. **Student Defaults** Under section 47B of the ESOS Act, ACTB must enter into a written agreement with each international student or intending international student that outlines the refund requirements that apply if the student defaults and meets the requirements set out in the national code. Failing to enter into an agreement that complies with section 47B is an offence under section 47F of the ESOS Act, and serious penalties will apply. When an international student accepts a place with ACTB, the student is to sign and return the International Student Acceptance of Offer & Agreement document prior to their place being confirmed with us. The document clearly outlines the situations when ACTB is required to notify the TPS Director and Secretary when a student defaults. Under section 47A of the ESOS Act, an overseas student or intending overseas student defaults in relation to a course at a location, if:

- The student does not start the course on the date of commencement, and has not withdrawn from the course already;
- Withdraws from the course (either before or after the agreed starting day); or
- Where ACTB will not provide, or continue providing the course to the student because of one or more of the following:
 - The student failed to pay an amount payable to the provider for the course;
 - The student breached a condition of his / her student visa;
 - Misbehaviour by the student (Note. The student is entitled to access the Complaints and Appeals process prior to the decision being finalised under subsection 47A(3)).

It is important to note that a student does not default for failing to start a course on the agreed starting day if the reason for them not commencing the course is because ACTB defaulted in relation to the course under section 46A(1)(a)(i) of the ESOS Act. Where a student is entitled to a refund, we will disburse the refund in accordance with our Refunds policy within occurring.

ACTB Defaults

ACTB will strive to ensure that a default is avoided to ensure that our learners have a smooth and memorable training experience with us. Under section 46A of the ESOS Act, ACTB defaults in relation to an overseas student or intending overseas student in relation to a course at a location, if:

- We fail to provide the course to the student at the location on the agreed commencement date; or
- After the course commences, but before it is completed, we cease providing the course to the student and the student has not withdrawn from the course before we cease providing the course.

In accordance with section 46D of the ESOS Act 2000, should a default occur, we will discharge our obligations to our students by providing them with a refund as outlined in our Refunds policy. A refund will be disbursed to the student within **10 business days** from the date of the default occurring.

Good and Services Tax

Under section 38-85 GSTR 2003/1 GST Act is exempt on our nationally recognised training courses. We will only apply GST on administrative fees and charges such as the re-issue of certificates or the printing of learning materials, educational products and courses which are not exempted under the aforementioned tax ruling. Further information can be found her

Statutory Cooling-Off Period

The Standards for Registered Training Organisations 2025 require RTOs to inform individuals of their right to a statutory cooling-off period. The Australian Consumer Law defines cooling-off periods as a specified timeframe of **10 business days** during which a consumer who has 'cooled off' on their decision to enter into a contract or agreement, where that contract or agreement was established through unsolicited marketing or sales tactics, to enable the consumer to legally withdraw from the contract with little or no penalty.

It must be noted that ACTB does not engage in unsolicited marketing or sales tactics and therefore a statutory cooling-off period will not likely be applicable to our students and clients who have enrolled into a course with us.

Fee Extension

If a learner is experiencing financial difficulties in paying the fees by the due date and require a reasonable extension, they are to inform the Administrative & Support Staff as soon as possible. This information is relayed to the learner in the Student Handbook.

Each extension request will be assessed on its merits and ACTB will do our best to provide reasonable extensions to the affected learner and outcomes of all requests are to be communicated to the learner within **10 business days**.

Refunds

Where ACTB is unable to deliver a course or fulfil our service agreement, we will calculate the refund based on the units of competency not yet delivered to the learner or client. This means that if we cancel a training program which has not yet commenced, we are to refund the full amount of the fees paid. Where we cancel a training program part way through the course, we are to refund the learners based on the units of competency not yet delivered to the learner and issue the learner with a Statement of Attainment based on the units the learner has already completed.

Where a learner has purchased their Overseas Student Health Cover, reading texts, training workbooks or materials, ACTB will not refund the monies for this expense.

Tuition fees are not transferrable to another person or student and notwithstanding the above provisions, ACTB may grant a refund of fees on compelling or compassionate grounds made known in writing.

Refunds for Local Students

Students who give notice to cancel their enrolment **10 business days** or more prior to the commencement of a program, will be entitled to a full refund of fees paid.

Students who give notice to cancel their enrolment **9 business days** or less prior to the commencement of a program will be entitled to a refund of up to 75% refund of the course fees paid. The amount retained by ACTB is required to cover the costs of staff, materials and resources which will have already been committed based on the student's initial intention to undertake the training.

Students who cancel their enrolment within **10 business days** of the course commencing will only be entitled to a refund of up to 25% of any course fees paid in advance. The amount retained by ACTB is required to cover the costs of staff, materials and resources which will have already been committed based on the student's initial intention to undertake the training. An exception to this policy is where ACTB fails to fulfil its service agreement and the fees are refunded under our guarantee to clients.

Students who cancel their enrolment after **10 business days** of the course commencing will not be entitled to a refund of fees. Discretion may be exercised by the RTO Manager if there is extenuating or significant personal circumstance that led to their withdrawal.

Refunds for International Students

Table of Refunds

Event	Timeframe	Amount Refunded	Documents
Visa Refusal (Visa application must have been submitted at least 6- weeks prior to the course commencement date to qualify)	At any time	Full fees paid, minus non-tuition fees, minus cancellation fees*	Refund Request Proof of VISA Refusal
Visa Renewal Refusal	After course has commenced	Nil	Not applicable
Visa Breach or Misconduct	At any time	Nil	Not applicable
Withdrawal, Transfer or Enrolment Cancellation (if Approved by ACTB)	request in the valid form received by ACTB at least 10 weeks prior to course commencement date	100% of fees paid, minus non-tuition fees, minus cancellation fees*	Refund Request Deferral, Suspension or Withdrawal form
	request in the valid form received by ACTB at least 6 weeks prior to course commencement date	75% of fees paid, minus non-tuition fees, minus cancellation fees*	Refund Request Deferral, Suspension or Withdrawal form
	request in the valid form received by ACTB at least 4 weeks prior to course commencement date	50% of fees paid, minus non-tuition fees, minus cancellation fees*	Refund Request Deferral, Suspension or Withdrawal form
	request in the valid form received by ACTB at least 2 weeks prior to course commencement date	25% of fees paid, minus non-tuition fees, minus cancellation fees*	Refund Request Deferral, Suspension or Withdrawal form
	request in the valid form received by ACTB in less than 2 weeks prior to course commencement date	10% of fees paid, minus non-tuition fees, minus cancellation fees*	Refund Request Deferral, Suspension or Withdrawal form
	On or after the course commencement date	Nil	Not applicable
Default by ACTB	Before the commencement of the course	Full fees paid #	Not applicable
	After the course has commenced	Proportion of fees paid for services not yet delivered** #	Not applicable

Fees paid, minus the non-tuition fees (like enrolment fees) stated on the letter of offer, minus a fixed cancellation fee of AUD\$500, minus any bank transfer fees that may apply. ** For example, if only 2 units have been delivered and you have paid for 4 units, you will be refunded the amount equivalent to the 2 units undelivered.

Material Fees are non-refundable if the student does not commence or withdraws, after the intended course start date. Upon provider default, alternatively, you may be offered enrolment in an alternative course by ACTB at no extra cost to you.

You have the right to choose whether you would prefer a full refund of the unspent course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.

Note Below:

Any refunds for monies paid for your Overseas Student Health Cover, accommodation or airport transfer will need to be discussed directly with the respective providers. ACTB does not have any jurisdiction over the refund policies of the respective providers for these services as they are not provided by ACTB.

No refunds will be provided for any learning materials, texts or workbooks the student has purchased.

If a student withdraws from, cancels or fails to attend a program or course on or after the agreed course start date, except for visa refusal, ACTB will not refund any of the fees paid for the course package or stand-alone course:

For Packaged Courses (2 or more courses) - The Student will be required to pay a Cancellation Fee of up to \$500 per CoE, in addition to 50% of the principal course tuition fees and any outstanding balances for the current course they are withdrawing from. No refunds will be issued for any deposits and payment plan fees paid on additional COEs at ACTB (under the packaged courses). Any pre-paid fees for future courses within a packaged program will not be refunded after the student has commenced their study at ACTB.

For Stand-alone Courses (enrolled in 1 course only) – The Student will be required to pay a Cancellation Fee of up to \$500 in addition to full payment of any remaining outstanding due tuition or non-tuition fees for that course.

No refunds will be issued if an extension to the student's visa is not granted, and the course has commenced a refund will not be issued to the student for the course duration that has already finished.

No refunds will be issued if the student seeks and is granted approval by ACTB to transfer to another provider prior to completion of six months' study of the principal course, no refund of any course money paid in advance will be granted.

Any outstanding fees for the course must be paid prior to release.

If the Student's enrolment is cancelled because of infringement of ACTB's disciplinary policy or breach of Student visa conditions or non-payment of fees, no refund of any course money will be granted.

In case of withdrawal, transfer or enrolment cancellation - the refunds will be processed within 4 weeks from the date the refund request is received AND all required supporting documentation is supplied

ACTB holds the right to cancel or amend the delivery of a course. In the event that occurs, a refund may be granted to such student subject to Section 46A and 46D of the ESOS Act 2000, as per the following options:

- Any unused portion of the tuition fees paid by the student will be refunded, within 14 business days from the date of default, or
- An alternative course or part course can be arranged at the provider's expense. If accepted by the student, the payment of the course fees will be paid to the

alternative provider within 14 business days from the date of notice of the default.

Discretion may be exercised by the Chief Executive Officer in all situations. If the student can demonstrate that extenuating or significant personal circumstance led to their withdrawal, the student may be offered a full credit toward the tuition fee in another scheduled program in-lieu of a refund. The Chief Executive Officer may also authorise a refund of the tuition

fees. The TPS Director and Secretary is to be notified within 3 business days of a student defaulting.

Compliance

This policy aligns with:

1. Standards for RTOs 2025:

- **Standard 2.1** – VET students have access to clear and accurate information, including to make informed decisions about the training product and the RTO, and are made aware of changes that affect them.
- **Standard 4.1** – The RTO operates with integrity and is accountable for the delivery of quality services.
- **Standard 4.2** – Roles and responsibilities are clearly defined and understood.

- **Standard 4.3** – Risks to VET students, staff and the RTO are identified and managed.
- **Standard 4.4** – The RTO undertakes systematic monitoring and evaluation to support the delivery of quality services and continuous improvement.
- Compliance requirements:
 - Prepaid fee protection measures.

2. National Code 2018:

- Standard 2 – Recruitment of an Overseas Student.
- Standard 3 – Written Agreements.
- A New Tax System (Goods and Services Tax) Act 1999
- Australian Consumer Law

Failure to comply with this policy can have serious consequences, including but not limited to:

- **For the RTO** – breaches of legislation or regulatory requirements may result in financial penalties, loss of registration, reputation damage, or regulatory enforcement actions, such as audits or sanctions.
- **For Staff Members** – staff found to have knowingly or negligently failed to comply with this policy and any associated legislative or regulatory requirements may face disciplinary actions, up to and including termination of employment.
- **For Learners and Clients** – disruption to their training and assessment, financial losses and/or limited access to refunds.

Continuous Improvement

- Feedback from staff, learners, clients and industry stakeholders will be used to inform improvements to compliance processes and the effectiveness of our operations.
- An internal audit is to be conducted at least once per year to assess our compliance with this policy and the relevant legislative and regulatory requirements. The audit schedule is outlined in our Continuous Improvement Schedule and areas for improvements are documented in our Continuous Improvement Register.
- Internal audit review questions for self-assurance purposes should include:
 - Are all course fees, charges, payment terms and refund conditions clearly published on the website and in marketing materials?
 - Are all records accurately stored according to financial recordkeeping standards?
 - Are fee extension requests assessed individually, and are outcomes communicated promptly?
 - Is the refund application process easy to follow and consistently applied?

Related Documents

- Continuous Improvement Register
- Continuous Improvement Schedule
- Direct Debit and Payment Schedule
- Overdue Payment E-mail templates
- Overdue Payment Final Reminder letter template
- Payment Refund Form
- Student Handbook

Setting and Advertising of Fees Procedure

1. Undertake market competitor fee analysis

- I. Select a range of competitors to conduct the competitor fee analysis on. For the purposes of fee analysis, RTOs with have similar target markets, and those with the same course offering(s) should be included.
- II. Dissect their value, not just their pricing structure. This will enable us to understand our positioning in the market and what thresholds we are able to charge for our courses.

2. Consider the value and services offered

- I. Having done a competitor fee analysis, we are now to analyse our costs, factoring in our value and the quality of services offered.
- II. A fair and competitive price can then be set for the courses, and the fee structure and terms can be arrived at.

3. Confirm compliance of new fee structure

- I. it is important that the new fee structure and terms meet Prepaid fee protection measures of the Standards for RTOs 2025 Compliance Requirements.
- II. We are to ensure that a separate protected savers bank account has the balance amount at any given point in time sufficient to protect the prepaid fees. The account is separate from the business trading account and is used solely for holding student prepaid tuition fees, and funds are released progressively in line with training delivery.

4. Update marketing materials and website

- I. Once the new fees and charges has been set, they will need to be updated on all marketing materials and on the website to ensure prospective students and clients are correctly informed prior to enrolment.

Fee Collection Procedure

1. Enrolment accepted

- i. If the learner is enrolled in a nationally recognised training program and is wholly responsible for the course fees, and it is **under \$1,500**:
 - Upon successful enrolment, the learner is to be invoiced the entire course fees, sent via e-mail.
- ii. If the learner is enrolled in a nationally recognised training program and is wholly responsible for the course fees, and it is **above \$1,500**:
 - Upon successful enrolment, the learner's fee instalments are to be scheduled.
 - An initial invoice of **no more than \$1,500** is to be issued out
- iii. If the learner is enrolled in a nationally recognised training program and is learner's employer is responsible for the course fees:
 - Upon successful enrolment, the learner's employer is to be invoiced the entire course fees, sent via e-mail.

2. Confirm acceptance of fees

- i. The Accounts staff is to confirm the fees have been received promptly.
- ii. Where the fees are not received by the due date, they are to be sent an e-mail reminder using the Overdue Payment E-mail as a guide.
- iii. Where the learner's account is still in arrears after 14-days, and no response has been received by the learner, the Administrative & Support Staff is to contact the learner over the phone to discuss the arrears and to seek a mutual agreement on the payment of fees.
- iv. Where the learner is not contactable and has not attended classes during those 14 days, a 20-day Notice for cancellation on overdue Fees Payment letter is to be sent to the learner.

3. Refunds Procedure

- i. Review the Payment Refund Form and send out an acknowledgement
- ii. Ensure all of the fields are populated and all documents are correctly attached to the refund application form.

4. Obtain CEO approval

- i. The form should then be sent to the RTO Manager for review and approval.
- ii. The form should be reviewed within **20 business days** of receipt of the Payment Refund Form and the outcome informed to the Administrative & Support Staff.

5. If approved

- i. Send approval letter to learner or client within **10 business days** of the RTO Manager approving the request advising that the refund will be actioned within 10 business days.
- ii. Send an e-mail to the Accounts department to action refund within 10 business days.
- iii. If the learner paid via electronic funds transfer, they are to be refunded via the same method using the authorised bank account nominated by the learner.
- iv. If the learner paid via credit or debit card, the refund will be processed to the
- v. credit or debit card they had paid with or the nominated bank account.
- vi. The Administrative & Support Staff is to ensure that the Accounts department issues the refund to the student within 10 business days.

6. If declined

- i. Send decline letter to learner or client to explain the outcome and their grounds for an appeal within 10 business days of the RTO Manager declining the request.

7. Record management

- i. The information in the Payment Refund Form is to be entered into our Student folder for record keeping purposes.
- ii. The physical form is to be scanned into the student's file and the hard copy should then be shredded and disposed of securely.

Student Default Procedure

1. Confirm the information and engage with the student

- i. The Administrative & Support Staff is to review the information to confirm the student has indeed defaulted and there was no miscommunication or
- ii. misunderstanding between us and the student.
- iii. If there is a default where the student has not shown up on the first day of the course, the student is to immediately be contacted to confirm their whereabouts and remind them that their attendance is compulsory. Inform them of the consequences for failing to commence training.
- iv. If there is a default where payment has not been received, contact the student to enquire about the payment and if they have remitted the funds. If they are expressing financial difficulties, we should try to support them and try to work out a payment plan for the student.

2. Inform the RTO Manager

- i. Inform the RTO Manager regarding the default once it has been confirmed that they have defaulted and it is not an error, and that the student is aware of this default.

3. Formally notify student

- i. The Administrative & Support Staff is to review the information to confirm the student has indeed defaulted and there was no miscommunication or misunderstanding between us and the student.
- ii. A communication via e-mail is to be sent to the student.

4. Provide a refund according to our Refunds policy

- i. Should the student be entitled to a refund; the Accounts team is to refund the amount in accordance with our Refund policy.
- ii. This refund is to be actioned no later than **10 business days** from the date of the default occurring, in accordance with section 47D and 47E of the ESOS Act.
- iii. Leave notes on the student's file.

5. Notify the TPS Director and Secretary of the outcome

- i. The CEO is responsible in reporting our obligations under section 47E of the ESOS Act within 7-days.
- ii. To meet TPS' reporting obligations, ACTB will only need to report as to whether we have provided a refund to a student in two cases of student default:
 - Where a student's visa is refused, even if there is a compliant written agreement in place; or
 - Where there is no compliant written agreement in place.

ACTB Default Procedure

1. Notify the TPS Director and Secretary, and ASQA

- i. Where we are unable to provide the course starting on the commencement date, or mid-way through the training program, we are to duly notify the TPS Director and Secretary, and ASQA of the default in writing within 3 business days of the default occurring.
- ii. It is best practice to notify them on the day of the default occurring itself to avoid any serious penalties.
 - The notice must include:
 - The circumstances of the default.
 - The details of the students whom we have defaulted upon.
 - Advice as to:
 - o Whether we intend to discharge our obligations to the students under section 46D; and
 - o How we intend to discharge those obligations (if appropriate).

2. Formally notify student

- i. The CEO is to inform the affected students in writing, via e-mail within 3 business days of the default occurring.
- ii. The notice must include:
 - What has occurred.
 - Why we are no longer providing this training program to them.
 - What happens next.
 - The students' rights.
 - Any specific requirements as instructed by the Minister.

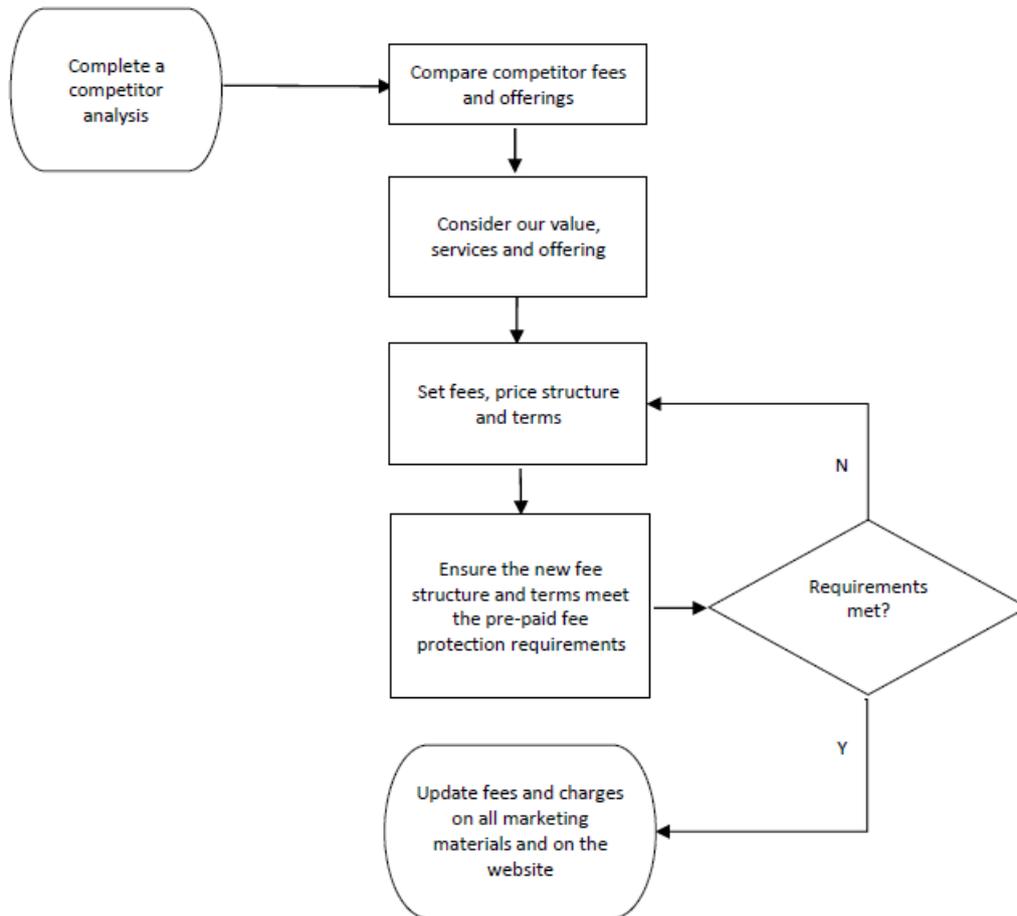
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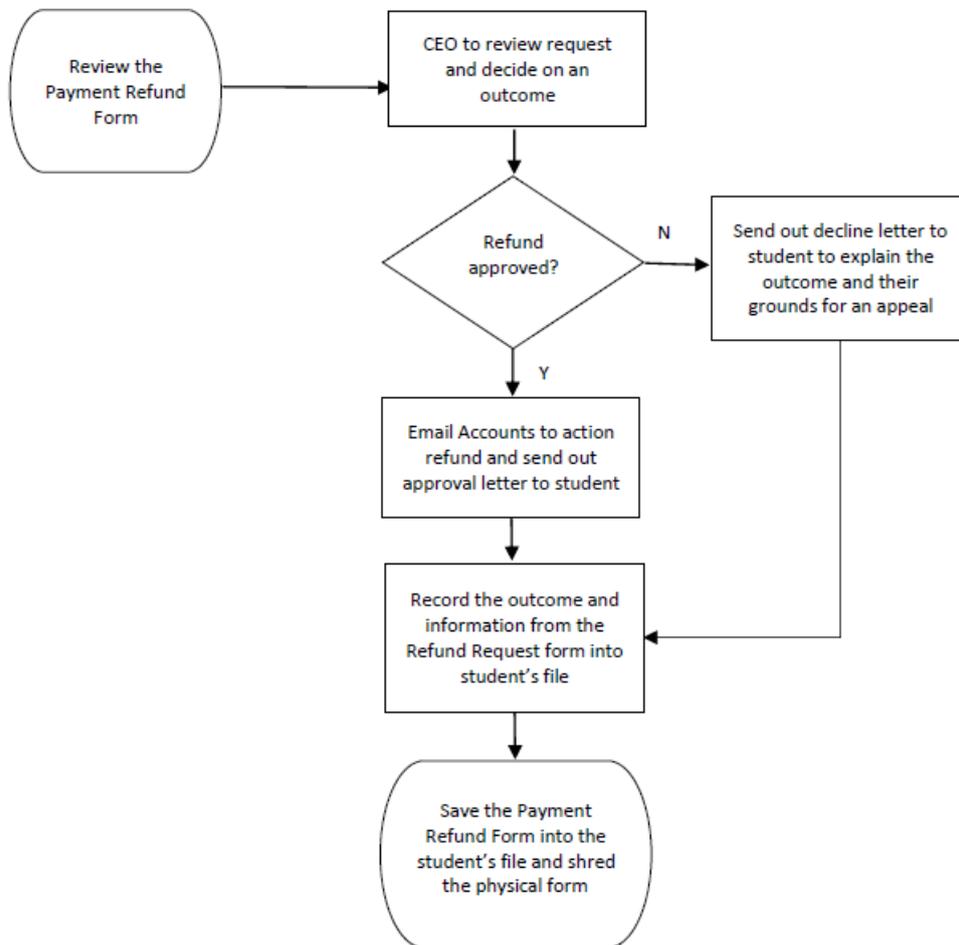
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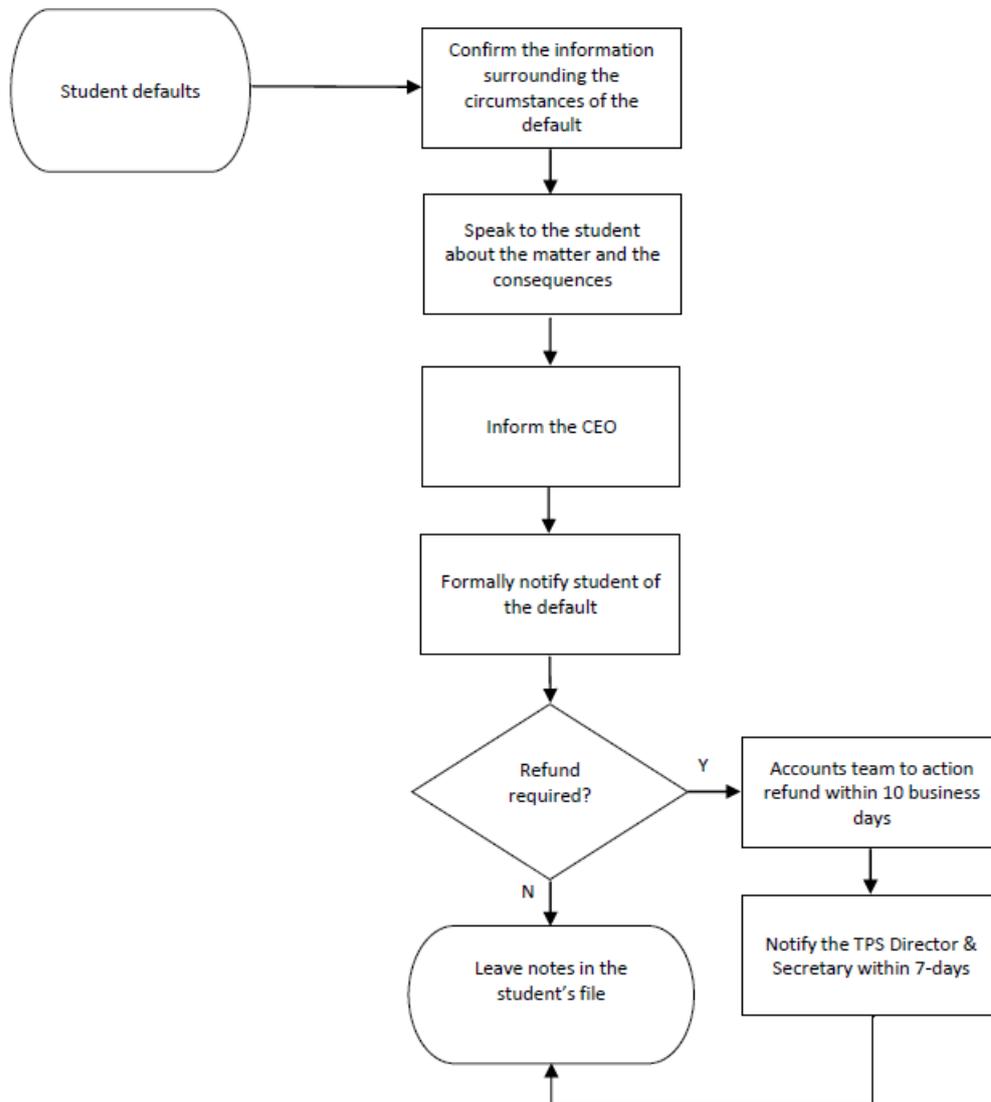
Setting and Advertising of Fees Process Flow-Chart



Refunds Process Flow-Chart



TPS – Student Default Process Flow-Chart



TPS – ACTB Default Process Flow-Chart

