

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, 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 to deliver the agreed-upon services.
- Advise learners that we have the 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 before 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 before 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 (a processing fee of 1.2% applies to payments made via credit or debit card.
-);
- 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 are 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 the 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 their 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.

Important: Where non-payment of fees occurs, ACTB will follow the Overdue Fees and Non-Payment Escalation Process outlined in this policy prior to initiating cancellation of enrolment.

ACTB will only cancel enrolment where:

- The student has not accessed the internal appeals process within the required timeframe, or
- The internal and external appeals processes have been completed and the decision is upheld

Enrolment will not be cancelled until internal appeals are completed.

Where enrolment is cancelled due to non-payment of fees, ACTB will report the change to the Department of Education via PRISMS in accordance with regulatory requirements.

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 here

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

An 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 on a course with us.

Fee Extension

If a learner is experiencing financial difficulties in paying the fees by the due date and requires 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**.

Overdue Fees and Non-Payment Escalation Process

ACTB follows a structured communication and escalation process to manage overdue fees and ensure students are provided with reasonable opportunity to resolve outstanding payments.

Where a student fails to pay fees by the due date, the following process will apply:

1. **Invoice Reminder**

A reminder will be issued prior to or shortly after the due date advising that payment is due.

2. **First Overdue Notice**

If payment is not received by the due date, an overdue notice will be issued advising that fees are outstanding and requesting payment.

3. **Second Overdue Notice / Warning**

Where fees remain unpaid following previous reminders, ACTB will issue a formal warning advising that payment is required immediately and that continued non-payment may result in a Notice of Intention to Cancel Enrolment.

4. **Notice of Intention to Cancel Enrolment**

If payment is still not received, ACTB will issue a formal Notice of Intention to Cancel Enrolment, providing the student with **20 working days** to:

- Make payment, or
- Access the internal appeals process

5. **Cancellation and PRISMS Reporting**

Where the student does not take action within the required timeframe, or where the appeals process is completed and the decision is upheld, ACTB may cancel the student's enrolment and report the change to the Department of Education via PRISMS.

Students are encouraged to contact ACTB if payment has already been made or if there is an error in the invoice.

Students experiencing financial or personal difficulties are encouraged to contact ACTB to access support services and discuss available options.

Enrolment will not be cancelled until internal appeals are completed.

Note: The timing of communications will align with invoice due dates, with reminders issued prior to or shortly after the due date, and formal escalation occurring where fees remain unpaid.

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 partway 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 money for this expense.

Tuition fees are not transferable 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 before 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 before 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 an 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 before 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 the 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 before the 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 before the 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 before the 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 before the 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 before the 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 approved by ACTB to transfer to another provider before 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 before 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 made 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 an 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 are 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