

Fees charges and refunds policy

Description of policy	<p>Living & Learning Nillumbik is committed to applying fair and equitable fees and charges that:</p> <ul style="list-style-type: none"> • provide access for people from a wide range of backgrounds and circumstances; • promote responsible public participation; • are organisationally efficient and effective; and • are viable within its available resources.
Policy applies to	Individuals enrolling in Living & Learning Nillumbik courses, programs and activities.
Policy category	Revised Policy
Description of revision and Version Number	Version Number: 6.0

Approved by	Living & Learning Nillumbik Committee
Approval date	26 June 2019
Effective date	27 June 2019
Date of last revision	May 2019
Date of next review*	October 2021

*Unless replaced, this policy will still apply beyond the review date.

Related internal procedures and guidelines	<ul style="list-style-type: none"> • Payment plan form • Payment plan terms and conditions • Schedule of fees and charges
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	<ul style="list-style-type: none"> • Application for consideration form • VET Course Withdrawal form
Related policies	<ul style="list-style-type: none"> • TA19 Credit Transfer and RPL Policy
Related legislation, standards and guidelines	<ul style="list-style-type: none"> • VRQA Guidelines for VET Providers • AQTF 2010 Essential Standards for Continuing Registration • ACFE Board Purchasing Package • ACFE Board Activity Schedule

Policy Statement

Living & Learning Nillumbik is committed to applying fair and equitable fees and charges that:

- provide access for people from a wide range of backgrounds and circumstances;
- promote responsible public participation;
- are organisationally efficient and effective; and
- are viable within its available resources.

Purpose / Objectives

The purpose of this policy is to describe how tuition fees and other fees and charges are calculated, and to set out the terms in relation to payment of fees, withdrawals and refunds.

Scope

This policy applies to all new enrolments in Living & Learning Nillumbik programs from the date of approval of this policy. This includes nationally recognised qualifications and units of competency, and short courses, activities and events.

Living & Learning Nillumbik reserves the right to update this policy from time to time, including within the term of an individual learner's enrolment with Living & Learning

Nillumbik, in response to changes to government policy, funding and regulatory requirements. Changes that impact on currently enrolled learners will be communicated to them in a timely manner.

Definitions

<p>Concession</p>	<p>Concession refers to a discount on fees available to participants who are holders of:</p> <ul style="list-style-type: none"> • a Commonwealth Health Care Card, or • a Pensioner Concession Card, or • a Veteran's Gold Card <p>Holders of the Commonwealth Seniors Health Card are eligible for the concession fee (where applicable) for any short courses except vocational education and training (VET) short courses.</p> <p>Concessions are also applicable to the dependants of holders of a Commonwealth Health Care Card or a Pensioner Concession Card.</p>
<p>Credit Transfer</p>	<p>Credit Transfer assesses the initial course or subject that an individual is using to claim access to, or the award of credit in, a destination course. The assessment determines the extent to which the client's initial course or subject is equivalent to the required learning outcomes, competency outcomes, or standards in a qualification. This may include Credit Transfer based on formal learning that was completed outside the AQF (Australian Qualifications Framework).¹</p>
<p>Eligibility criteria</p>	<p>The criteria set by the Victorian government for a person to be eligible for a subsidised training place. They are subject to change from time to time.</p>
<p>Fee</p>	<p>A charge for tuition, amenities, materials, re-assessment, or administration costs associated with participation in a Living & Learning course or activity.</p>

¹ *Users' Guide to the Essential Conditions and Standards for Continuing Registration, Australian Quality Training Framework, Commonwealth of Australia, 2010*

Government-subsidised	Courses where learners who meet the eligibility criteria pay a lower tuition fee as the government has agreed to pay a proportion of the cost of their training.
Hardship	A temporary or ongoing condition due to illness, lack of money, misfortune or other significant difficulties.
Learner	Any person enrolled with Living & Learning Nillumbik to participate in a course or activity, and is synonymous with the terms “student” and “participant”.
Nationally recognised qualification courses	Courses that lead to the award of a qualification or certificate that is recognised throughout Australia.
National recognition	Recognition by an RTO of the AQF qualifications and statements of attainment issued by all other RTOs, thereby enabling national recognition of the qualifications and statements of attainment issued to any person. ²
Pre-accredited courses	Short courses designed to be pathways to employment or further study that are subsidised by the Victorian government through Adult Community & Further Education (ACFE).
Recognition of Prior Learning (RPL)	An assessment process that assesses the competency of an individual that may have been acquired through formal, non-formal (such as previously unrecognised skills and knowledge), or informal learning. This process determines the extent to which an individual has achieved the required learning outcomes, competency outcomes, or standards for entry into, and/or partial or total completion of a program of study. ³

² Ibid.

³ *AVETMISS Data element definitions, Edition 2.3*. National Centre for Vocational Education Research, 2016 (updated May 2018).

Special consideration	A process whereby participants may apply for an adjustment to their fees or payment arrangements if they are experiencing significant hardship.
Statement of Attainment	A formal statement of nationally recognised units of competency successfully completed by an individual.
Subsidy	Any costs covered by the organisation to allow a participant access to a specific activity.
Training	Participation in, or studying, a course leading to a vocational outcome. This includes nationally recognised qualification courses and pre-accredited courses.
Unit of competency	A unit that forms part of a nationally recognised qualification. Units may be delivered as stand-alone modules or as part of a qualification course. A Statement of Attainment is issued to learners who successfully complete a stand-alone module, or who withdraw from a qualification course and have successfully completed one or more units of competency.

1. Calculation of fees: government-subsidised places

Some Living & Learning Nillumbik vocational courses have government-subsidised places, for which some individuals are eligible. This means the government pays a proportion of the cost and the learner pays the remainder. The proportion paid by the learner varies from course to course according to:

- the government subsidy level for that course,
- whether the learner is a concession card holder, and
- the cost for Living & Learning Nillumbik to deliver the course.

1.1. Tuition fees for eligible learners under government funding programs

Living & Learning Nillumbik follows the current government funding program guidelines in relation to setting fees for eligible learners.

A learner's eligibility for a government-subsidised training place is determined prior to enrolment, according to the applicable criteria.

For each eligible learner, Living & Learning Nillumbik will calculate a tuition fee on the basis of an amount for each scheduled hour of government-subsidised training in which a person is enrolled. Hourly tuition fee rates are set on the basis of the rate of government subsidy for that course and the cost for Living & Learning Nillumbik to deliver the course.

1.2. Concessions

Concession tuition fees are set in accordance with the current government funding program requirements for eligible learners.

Concession cards and/or proof of eligibility for a concession must be dated as being effective prior to the training commencement date in order for an individual to be eligible for the concession tuition fee for the enrolment. The original concession card and/or proof of eligibility for a concession must be sighted by Living & Learning, and a copy retained on the learner's file.

If a learner becomes eligible for a concession after the training commencement date (with the effective date being after training commenced), the non-concession fee still applies.

If a learner who was eligible for a concession at the commencement of a qualification course becomes ineligible before the completion of the training, this does not affect the tuition fees payable – the concession fee still applies.

1.3. Job Seekers

Learners who are job seekers registered with a jobactive provider are required to be formally referred to Living & Learning Nillumbik using a Job Seeker Referral Form. This form outlines payment options for learners and the referring agency.

1.4. Indigenous Completions Initiative

Under the Indigenous Completions Initiative, Indigenous learners who are eligible for a government-subsidised place will be charged at the concession rate for courses at any level.

1.5. Tuition fees for pre-accredited courses

For pre-accredited pathways courses subsidised by the Victorian government through ACFE, tuition fees are calculated in accordance with any applicable rates set by ACFE each year.

Concession tuition fees are available to eligible participants in pre-accredited courses.

1.6. Other fees for government-subsidised training

Refer to the “Other fees” section below for further information on fees that may apply to learners in government-subsidised training with Living & Learning Nillumbik.

2. Calculation of fees: fee-for-service places

Fee-for-service fees apply to:

- Learners in nationally recognised qualification courses and pre-accredited courses who are not eligible for government-subsidised training; and
- People enrolling in programs that are not government-subsidised.

Tuition fees for fee-for-service places are calculated based on the full cost for Living & Learning Nillumbik to deliver the course.

Concessions may be available to holders of current Health Care Cards, Pension Concession Cards, or Veterans Gold Card. In addition, holders of a Commonwealth Seniors Health Card are eligible for the concession fee (where applicable) for any short courses except vocational education and training (VET) short courses.

The carer of a person with a current Companion Card may attend class with the person at no cost to the carer.

Concession cards and Companion cards must be sighted and relevant details recorded in the Student Management System.

3. Other fees - nationally recognised qualification courses

Living & Learning Nillumbik may charge other fees to recover actual costs of providing materials, resources or services required for participation in a course or activity, or services requested by a learner.

3.1. Amenities and Materials fees

Amenities and Materials fees are set per course as a contribution by learners to the cost of providing course materials, resources, and support.

There are no concessions available on Amenities and Materials fees.

3.2. Recognition of Prior Learning and Credit Transfer

Living & Learning Nillumbik will charge a fee for the assessment of Recognition of Prior Learning when the assessment is requested by the learner.

Living & Learning Nillumbik will charge a fee for undertaking the process of considering an application for Credit Transfer based on units or courses of study that are not listed on training.gov.au as equivalent to the destination unit.

Fees for these assessment services are calculated based on the full cost for Living & Learning Nillumbik to provide the service, and will be provided to the prospective candidate prior to enrolment.

No fee will be charged for processing applications for National Recognition, or for Credit Transfer for units listed on training.gov.au as equivalent to the destination unit.

3.3. Re-assessment and late assessment fees

Living & Learning Nillumbik may charge a fee for re-assessment for a learner in a nationally recognised qualification course or unit of competency who has received a "not yet competent" or "withdrawn" result due to unsatisfactory completion of one or more assessment tasks or requirements of a unit.

A fee may also be charged for conducting or marking late assessments.

Living & Learning Nillumbik reserves the right to charge the re-assessment fee to learners on practical placement who cancel their assessment visit with short notice, or who do not notify the trainers that they wish to cancel the visit.

The fee for re-assessment and late assessment is the hourly rate payable to the assessor as set out in the current Schedule of fees and charges.

3.4. Replacement certificate or statement of attainment

Living & Learning Nillumbik will charge a fee for replacing a lost or damaged Certificate and/or Record of Results, or Statement of Attainment.

The fees for a replacement Certificate/Record of Results/Statement of Attainment are set out in the current Schedule of fees and charges.

4. Other fees - all courses

4.1. Withdrawals

When a learner withdraws from a course or activity, Living & Learning Nillumbik will deduct an administration fee from any refund due. Refer to the 'Withdrawals and refunds' section of this policy for more details.

5. Payment of fees - nationally recognised qualification courses

5.1. Payment arrangements

The prescribed deposit must be paid in order to confirm enrolment in a course.

Where a third party such as an agency or employer is paying the course fees, the remaining portion of the course fee is due when the course commences, and is non-refundable.

Where the learner is paying the course fees, the remaining portion of the fee is to be paid in prescribed instalments.

Deposit and instalment amounts and due dates are set by Living & Learning Nillumbik for each course, and this information will be provided to learners prior to enrolment.

5.2. Protection of fees

All learner fees paid in advance are separately accounted for, and adequate reserves are held to allow prompt refunds where applicable.

In accordance with Victorian Registration and Qualifications Authority requirements, Living & Learning Nillumbik will accept payment of no more than \$1,000 from each individual student prior to the commencement of the course. Following course commencement, Living & Learning Nillumbik may require payment of additional fees in advance from the student, but only such that at any given time the total amount required to be paid that is attributable to tuition or other services yet to be delivered to the student does not exceed \$1,500.

5.3. Unpaid fees

Qualification certificates and statements of attainment will not be issued until all fees have been paid for the relevant units. Statements of attainment can only be issued for completed units where fees relating to those units have been paid in full.

6. Payment of fees - Short courses, activities and events

Full payment is required on enrolment for short courses, activities and events. Enrolments are processed in order of receipt of enrolment details and payment.

Third party organisations that have a formal relationship to pay on behalf of individual participants (for example, NDIS financial intermediaries) can secure enrolment and pay on invoice at a later date.

On enrolment prior to course commencement, no reduction in fees can be made for any sessions of the course that the person may not be able to attend.

Due to their nature, some courses may be able to accommodate additional participants after commencement and pro-rata fees may apply.

7. Withdrawals and refunds

7.1. Withdrawals from nationally recognised qualification courses

Learners withdrawing from a nationally recognised qualification course are required to complete a *VET Course Withdrawal form*. Refund requests cannot be considered unless a *VET Course Withdrawal form* has been completed and returned, and, where applicable, an *Application for consideration form*.

If the withdrawal form is received a week or more prior to the advertised commencement date of the course, learners are eligible to receive a refund of any tuition and amenities fees paid, less an administration fee (refer to the current *Schedule of Fees and Charges* for the applicable fee).

Fees for materials will be refunded except where materials have already been purchased by Living & Learning Nillumbik on behalf of the learner. Materials already purchased will be supplied to the learner on request.

No refunds are available if the withdrawal form is received less than a week prior to the advertised commencement date of the course. In cases of significant hardship, learners may apply for a refund through special consideration (see clause 8).

Learners are required to pay all fee instalments that are due up until the date Living & Learning Nillumbik receives the completed *VET Course Withdrawal form*. A statement of attainment for any units of competency successfully achieved will only be issued once all fees relating to those units have been paid.

7.2. Withdrawals from short courses

If withdrawing a week or more prior to the advertised commencement date of the course, individuals may:

- request a refund of course fees less an administration fee⁴ and less any materials costs already incurred⁵
- OR
- transfer their course fees (less any materials costs already incurred) to a new enrolment in another course within three months. If the transfer option is not taken up within three months a refund less the administration fee is available.

If notice of withdrawal is received less than a week before the start of the course, or during the course, no refunds are available. Participants can apply for consideration in relation to fees - see section 8.

7.3. Courses cancelled by Living & Learning Nillumbik

If a course is cancelled by Living & Learning Nillumbik prior to commencement of the course, all fees paid will be refunded in full.

If a course is cancelled by Living & Learning Nillumbik at any time during the period of a person's enrolment then Living & Learning Nillumbik will refund the pro-rata portion of any tuition, amenities and materials fees paid, as well as any other fees for goods and services that have not been used prior to the date of cancellation.

⁴ See the current Schedule of fees and charges for more information

⁵ Materials fees can only be reimbursed if Living & Learning Nillumbik, or the tutor, has not already incurred a cost. Where materials have already been purchased by Living & Learning Nillumbik or the tutor, these will be supplied to the individual wherever possible.

7.4. Refunds / Credit notes

Refunds / credit notes will only be paid / issued to the person enrolled unless:

- The person enrolled is under 18, in which case the refund will be paid to the parent or guardian of the person enrolled, or
- The payment has been made by arrangement through a third party organisation e.g. an employer, NDIS.

8. Special consideration

Living & Learning Nillumbik is committed to fairness and supports participation by all members of the community. Learners may apply for special consideration in relation to fees and charges if they are experiencing genuine, significant hardship.

- 8.1. The policy and application information must be available to the general public on the Living & Learning Nillumbik website.
- 8.2. Participants must complete an *Application for Consideration form* and provide supporting documentation and evidence (e.g. medical certificate) where applicable.
- 8.3. Where appropriate, a staff member may complete an application for consideration on behalf of a participant.
- 8.4. An application must be received within one month of the finish date of the course or activity (unless extenuating circumstances apply).
- 8.5. The same applicant may apply for special consideration more than once in a calendar year.
- 8.6. If an application is received before the start date of the course, the process must be finalised before the participant can start the activity.
- 8.7. Costs for materials already purchased on behalf of the participant will not be refunded. The materials will be supplied to the participant wherever possible.

8.8. Application outcomes may include:

- implementing a payment plan,
- pro-rata fees,
- a credit note,
- a full or partial refund,
- transfer to another course,
- subsidising or waiving of a fee.

8.9. Applications are subject to approval by the Living & Learning Nillumbik Coordinator.

8.10. The capacity to approve applications may be limited by budget constraints.

8.11. Information about applications and their outcomes must be recorded according to the Special Consideration procedure.

Program Coordinators can recommend other discretionary outcomes for approval by the Program Team upon receipt of the *Application for Consideration form*.

9. Responsibilities

The Living & Learning Nillumbik Coordinator is responsible for ensuring that:

- Fees and charges for learners are calculated, charged and collected in accordance with this policy; and
- This policy is updated in a timely manner in response to changes to government policy, funding and regulatory requirements.

The relevant Program Coordinator is responsible for ensuring that all prospective learners have an understanding of and access to this policy prior to enrolment.

The Administration Officers at each Centre are responsible for ensuring that copies of this policy are accessible to volunteer and work placement office assistants, and members of the public.