



Policy area	Student Support
Standards	Outcome Standards for RTOs, Standard 2.1 (c) (iii), (d), (e) Compliance Standards for RTOs for RTOs, Standard 18
Responsibility	CEO, Admissions Manager
Classification	Internal Only

1. Purpose

The purpose of this policy and procedure is to ensure:

- students have access to clear and accurate information about fees and charges to make informed decisions about the services offered by **Penfold College** the student's rights as a consumer are protected
- the student is informed about any changes to the services offered, the training product they are enrolled in or the terms of our service to them
- the student has access to fair and reasonable refund arrangement
- the amount a prospective or current domestic student is required to pay in advance of a services being delivered is not to exceed a total of \$1,500

2. Definitions

Training product means AQF qualification, skill set, unit of competency, accredited short course and module.

Short course means a low cost, short duration with a small number of units of competency usually conducted over 1-5 days. These courses usually relate to specific skills required in the workplace or required due to licencing or certification requirements.

Long course means a course designed to prepare the student to perform a vocational occupation such as a full qualification or a substantial course made up of multiple units of competency. These courses are usually delivered over many weeks or years.

The threshold for prepaid fee amount means the amount of fees a prospective or current domestic student can be required to prepay is in excess of a total of **\$1,500**. The purpose of a threshold for prepaid fee amounts is to limit the amount of money that can be required for payment by a student in advance of a service being delivered. It is a consumer protection measure.

Enrolment fee means a payment required to be paid by a student enrolling into a Long Course to cover the cost of administering the enrolment.

Tuition fee means the payment required to be paid by the student to cover the cost of materials, textbooks, student services and training and assessment services.

3. Policy statement

3.1 Fees Payable



Penfold College charge fees for services provided to students undertaking training and assessment. These charges are generally for items such as course materials, textbooks, student services and training and assessment services.

Fees are payable at different stages depending on the type of course the student is enrolling in. As an example:

- for a Short Course, the total fee may be required to be paid all at once via the website or at reception at the point when the student is registering for the course.
- for a Long Course with a scheduled start date, the student will be required to make a payment for their initial payment as per stated on an invoice or prior to the course commencing, whichever occurs first.

The payment requirements for all courses are specified within the current **Penfold College Schedule of Fees and Charges**. The Schedule will identify the amount and when the initial payment must be made and any subsequent payments that are due as the course progresses. This information is provided to the prospective student as part of the pre-enrolment information process and is accompanied by the outline of the course being offered and the *Student Handbook*.

Penfold College may discontinue training if fees are not paid in accordance with the agreed *Schedule of Fees and Charges*. If a payment is required prior to a service being delivered, the student is not permitted to undertake the service unless prior approval has been given by the CEO.

Where a student is required to pay an enrolment fee as specified in the current *Schedule of Fees and Charges*, the application fee is non-refundable. This is to be clearly explained to the student within the *Schedule of Fees and Charges*.

Changes of tuition fees will not apply to students who have paid and or have already commenced their course.

Where fees are overdue and the student has not made alternative arrangements, a first warning, second warning and notice of intention to report regarding non-payment of fees will be sent to the student as follows:

- First warning letter: failing to pay an invoice within 5 working days of receipt or contacting **Penfold College** to make alternative arrangements.
- Second warning letter: failing to pay an invoice within 5 working days of receipt of the first warning letter or contacting **Penfold College** to make alternative arrangements.
- Notice of intention to report: failing to pay an invoice within 5 working days of receipt of the second warning letter or contacting **Penfold College** to make alternative arrangements.

Following cancellation of enrolment due to non-payment of fees, the debt will be referred to a debt collection agency.

All receipts of payments are kept for a minimum of 2 years following the student's completion of their course.

3.2 Payment methods

Penfold College accepts payment for fees using the following payment methods:

- Electronic Funds Transfer (account details provided on the invoice)
- Payment in cash is available. Please refer to our invoice for payment options.



3.3 Fees Paid in Advance

Penfold College is not to require prospective or current domestic students to prepay fees in excess of the threshold for prepaid fee amount which is in excess of a total of \$1,500. This is an important consumer protection measure to limit the amount of fees that a student can be charged in advance of the services being delivered to the student.

Subsequent payments are based on the costs of the students training and assessment which is yet to be delivered and these payments will be proportioned over the course duration. As a general guide, **Penfold College** should design a schedule of fees for a course to maximise the amount of money that can be charged in advance of the service being delivered but, at no point is this to exceed the threshold for prepaid fee amounts. The purpose of maximising the amount of fees that are being charged in advance of the service being delivered is to ensure that **Penfold College** is in receipt of money required to pay for services particularly where **Penfold College** is incurring costs in advance of the planned service. The schedule of fees proportioned over the course duration is outlined within the *Schedule of Fees and Charges*.

If the cost of the course is less than \$1,500, generally the full amount will be requested for payment prior to the course commencing.

3.4 Schedule of Fees and Charges

The CEO is responsible for approving **Penfold College** *Schedule of Fees and Charges*. The *Schedule of Fees and Charges* is to include the following information:

- the total amount of all fees including course fees, administration fees, material fees and any other charges the student may incur during their enrolment;
- any additional fees such as fees for re-issuing an AQF certificate, re-assessment fee or other miscellaneous charges;
- payment terms, including the timing and amount of fees to be paid and any non-refundable amounts or administration fees;
- consumer protection arrangements;
- payment methods;
- any discounts, fee reductions or exemptions available for multiple enrolments, concession card holders, continuing students, group bookings etc; and
- refund policy.

All fees will be reviewed annually, and all marketing material and student information will be updated accordingly. New fees will generally only apply to incoming students.

Additional fees that may apply in addition to tuition and non-tuition fees include:

ADDITIONAL FEES THAT MAY APPLY	AMOUNT
Deferral fee	\$200
Reassessment fee (students have a total of 2 attempts and any attempt thereafter will incur the stated fee)	\$100/Unit of Competency
Fees for late payment of course fees	\$100 per week for each week the payment for course fees is delayed



ADDITIONAL FEES THAT MAY APPLY	AMOUNT
Credit transfer	Nil
RPL	Application fee of \$200 Unit fee \$500
Re-issuance of certificate	\$100
Withdrawal application	\$200
Statement of Attainment Request, before completing the course	\$100

The *Schedule of Fees and Charges* is an important component of the **Penfold College** pre-enrolment information which is to be presented to the student systematically once we have received an enquiry about our services prior to their enrolment or their commencement, whichever occurs first. This information is made up of a number of information products including the following:

- **advertising and marketing material** which communicates information to the student about the services to be provided in the training product in which they have expressed their interest.
- the **student handbook** which communicates information to the student about **Penfold College**, its support services and the student's rights and obligations.
- The **schedule of fees and charges** which communicates information to the student about the fees and charges of the services offered by **Penfold College** Including the schedule of payments (where applicable) and the students rights regarding seeking a refund.

These documents combined form part of our Terms of Service with the student and the student is required to acknowledge these requirements as part of their enrolment.

3.5 Credit transfer and Recognition Prior Learning (RPL)

A reduction of fees can apply for any units granted through credit transfer and RPL. The course tuition fees should be divided by the number of units and then the reduction applied per unit for the applicable number of units. This should be shown on the invoice.

3.6 Refunds policy

The following refund policy will apply:

- **Prior to commencement.** Students, who gives notice to cancel their enrolment **2 months** or more prior to the commencement of a course, will be entitled to a full refund of fees paid (Deducting Application fee of \$250 and Administration fee at \$200).
- **Prior to commencement.** Students who give notice to cancel their enrolment less than **2 months** prior to the commencement of a course will be entitled to a **50%** refund of fees paid. The amount retained (50%) by **Penfold College** is required to cover the costs of staff and resources which will have already been committed based on the student's initial intention to undertake the training.



- **After commencement.** Students who cancel their enrolment after a course has commenced will not be entitled to a refund of fees of any fees paid in advance. An exception to this policy is where **Penfold College** fails to fulfil its service agreement and fees are refunded under our guarantee to clients.

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. In these cases, the student should be offered a full credit toward the tuition fee in another scheduled course in-lieu of a refund. Chief Executive Officer may also authorise a refund of tuition fees if the circumstances require it.

Where refunds are approved, the refund payment must be paid to the student within 20 working days from the time the student gave written notice to cancel their enrolment. Tuition refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the student on the Refund Request Form.

All requests for refund of fees must be made in writing using the *Refund Request Form* which may be obtained from **Penfold College** reception or from the website. The form must be signed by the student.

The following outlines the **Penfold College** refund policy in various circumstances and situations which may arise:

- Cancelling enrolment after a course has commenced - Students who cancel their enrolment after a course has commenced will not be entitled to a refund of fees.
- Refunds for textbooks - Where a student has purchased a textbooks or training workbooks and subsequently cancels, **Penfold College** will not provide a refund monies for a textbooks or training workbooks.
- Refunds of enrolment fees - Where an enrolment fee applies, enrolment fees are non-refundable in all circumstances.
- Non-transferable - **Penfold College** refunds are not transferable to another person.
- Refunds for classes missed - No refunds will be made for classes missed due to exams, excursions, or other obligations that fall outside the normal schedule of classes.
- Intake numbers are insufficient - **Penfold College** reserves the right to cancel a course if intake numbers for a scheduled course are insufficient. In the unlikely event that **Penfold College** cancels a course if intake numbers are insufficient, the student will receive a full refund.
- Behaviour Misconduct - Students who demonstrate behavioural misconduct after being formally warned are to have their enrolment cancelled and will not be entitled to a refund (ref to *PP2.7-Behaviour Misconduct*).



DOMESTIC STUDENT REFUNDS

In addition to the above circumstances, refunds for domestic students will be calculated as follows:

CIRCUMSTANCE	REFUND DUE
Penfold College cancels course before commencement due to insufficient numbers or other unforeseen circumstances, including a sanction being imposed on Penfold College (known as provider default).	Full refund of all fees.
Penfold College cancels course due to unforeseen circumstances, including a sanction being imposed on Penfold College (known as provider default).	Application fee \$200 not refunded. Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Student withdraws more than 2 months in prior to course commencement.	Application fee \$200 not refunded. Administration fee \$300 not refunded. Refund of all other fees.
Student withdraws less than 2 months in prior to course commencement.	Application fee \$200 not refunded. Administration fee \$300 not refunded. Refund of 50% of all other fees.
Student withdraws after commencement.	No refund. Fees for full study period (term) to be paid.
Student's enrolment is cancelled due to disciplinary action.	No refund. Fees for full study period (term) to be paid.
The student has supplied incorrect or incomplete information causing Penfold	No refund. Fees for full study period (term) to be paid.

PP2.8 – Fees and Refunds



CIRCUMSTANCE	REFUND DUE
College to withdraw the offer of the course prior to commencement.	

INTERNATIONAL STUDENT REFUNDS

In addition to the above circumstances, refunds for international students will be calculated as set out in the table below. Note the weekly tuition fee and weeks in the default period have the meaning as set in the ESOS (Calculation of Refund Instrument) 2024.

CIRCUMSTANCE	REFUND DUE
Penfold College cancels course before commencement.	Full refund of all fees.
Penfold College cancels course following commencement.	Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Penfold College has not provided an Offer Letter and Student Agreement that meets the requirements of the National Code 2018.	Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Student withdraws more than 2 months in prior to course commencement.	Application fee \$200 not refunded Administration fee \$300 not refunded Refund of all other fees.
Student withdraws less than 2 months in prior to course commencement.	Application fee \$200 not refunded. Administration fee \$300 not refunded. Refund of 50% of all other fees.
The student does not commence on the agreed start date and has not previously withdrawn.	No refund. Fees for full study period (term) to be paid.

PP2.8 – Fees and Refunds



CIRCUMSTANCE	REFUND DUE
Student withdraws after commencement.	No refund. Fees for full study period (term) to be paid.
Student's enrolment is cancelled due to disciplinary action.	No refund. Fees for full study period (term) to be paid.
Student breaches a visa condition.	No refund. Fees for full study period (term) to be paid.
The student has supplied incorrect or incomplete information causing Penfold College to withdraw the offer of the course prior to commencement.	No refund. Fees for full study period (term) to be paid.
Visa refusal due to fraudulent, forged document or deliberately misleading information	No refund.
The student is refused a visa because they did not start their course at the agreed location on the agreed starting day or they withdrew from their course with Penfold College or they did not pay an amount due.	No refund. Fees for full study period (term) to be paid.
The student is refused a visa and therefore does not commence their course on the agreed starting day or withdraws from the course on or before the agreed starting day because of the visa refusal.	Application fee \$200 not refunded. Administration fee \$300 not refunded. Remaining initial amount paid will be fully refunded.
The student is refused a visa and has already commenced their course.	Application fee \$200 not refunded. The refund amount is calculated as follows: The weekly tuition fee x weeks in the default period. <i>As an example, to illustrate this, Mr. or Ms. XXX is studying a 40-week course. Each term is 10 weeks. The total fees for Mr. or Ms.</i>



CIRCUMSTANCE	REFUND DUE
	<p><i>XXX's course are \$10,000 in course fees and \$500 in material fees. Mr. or Ms. XXX pays the first term's course fees of \$2,500 plus the material fee of \$500. However, Mr. or Ms. XXX completes 2 weeks (14 days) of his/her course but then has his/her visa refused.</i></p> <p><i>The weekly course fees for this course amount to \$250 per week.</i></p> <p><i>The number of weeks in the default period is 8 weeks (56 days) i.e., to the end of the first term.</i></p> <p><i>Mr. or Ms. XXX is therefore eligible to receive a refund of \$2,000 i.e., the weekly course fees of \$250 x the number for weeks in the default period of 8 weeks. Mr. or Ms. XXX won't be eligible to have the material fees refunded.</i></p>

4. Fee Protection

Fees paid by students are protected as follows:

- Domestic students: students pay up to a maximum of \$1,500 in advance for services not yet provided.
- International students: international student fees are protected through the following mechanisms:
 - Maintaining a sufficient amount in **Penfold College's** account so that so that it is able to repay all tuition fees already paid.
 - Through membership of the Tuition Protection Scheme (TPS). The role of the TPS is to assist international students where the Registered Training Organisation is unable to fully deliver their course of study. The TPS ensures that international students are able to either complete their studies in another course or with another education provider or receive a refund of their unspent tuition fees.



- In addition, international students are not required to pay more than 50% of course fees prior to commencement, except where a course is less than 26 weeks. However, any international student may choose to pay their fees in full or a greater amount than 50%.

5. Consumer Protection and Guarantee

If **Penfold College** cancels or ceases to provide planned training, **Penfold College** must issue a full refund for any services not yet provided. The basis for determining “services not yet provided” is to be based on the units of competency completed by the student and which can be issued in a statement of attainment at the time the service is ceased. As an example: A student enrolled in a course of 2 units of competency and paid \$600.00 up front as the total course fee. The course was cancelled due to the trainer falling ill and the student at that time had completed 1 of the 2 units. The student’s enrolment would be finalised, and the student would receive a Statement of Attainment for the 1 completed units. The student would also receive a refund of \$300.00 which represents that value of the training not delivered.

Students’ undertaking a vocational education and training course are protected under Australian Consumer Law and under State and Territory consumer protection laws. These protections include areas such as unfair contract terms, the consumer guarantees, to statutory a cooling-off period, and unscrupulous sales practices. More information about consumer rights can be accessed from the Australian Consumer Law website which includes a range of helpful guides relating to specific areas of protection. Please visit the following site for more information: [Australian Consumer Law](http://www.acclaw.com.au).

Students who are unhappy with **Penfold College** arrangements for the collection and refunding of tuition fees are entitled to lodge a complaint. This should occur in accordance with **Penfold College** complaints policy and procedure (ref to *PP2.9-Complaints Handling*).

6. Payment of GST

GST is exempt under section 38-85 GSTR 2003/1 Goods and Services Tax, tax ruling. The ruling explains the supply of a course for ‘professional or trade course’ is a GST-free education course. ATO reference:

<https://www.ato.gov.au/law/view/document?DocID=GST/GSTR20011/NAT/ATO/00001andPiT=9991231235958>

Where a student is enrolled in a course which is offering units of competency or a whole qualification, the course fees attached to this enrolment will be exempt from the payment of GST. GST does apply on the payment of some miscellaneous charges where these charges are in addition to and outside the normal services offered in a course. Please refer to **Penfold College** schedule of fees and charges for details of what GST is and is not applied to.

7. Changes to terms and condition

If at any time there is a change to the agreed services to be provided or policies relating to the student’s rights and the payment of fees and other charges, **Penfold College** must advise current students in writing (email) prior to any of these changes coming into effect. This includes changes to course delivery arrangements, changes to ownership or third party arrangements, changes caused by training product transition, or changes to our policies and procedures.

Students are to be notified of any changes to terms and conditions 20 working days prior to these changes coming into effect. On being informed of these changes, students have the right to appeal the decision of **Penfold College** if the decision effects the terms of their enrolment or the services



agreed to at the beginning of their enrolment. The appeal of any decision is to be handled in accordance with the Appeals Policy and Procedure (ref to *PP2.10-Appeals Handling*).

8. Considerations

None

9. Procedure

Steps	Person/s responsible
5.1 Invoicing fees	
i. The Admissions Manager will be notified by the LMS or the administration staff when a new enrolment is complete – Refer to <i>PP2.2 - Enrolment</i> .	Admissions Manager
ii. Prepare an invoice for fees according to the <i>Schedule of Fees and Charges</i> . Invoicing domestic students: Invoices must not exceed \$1500. Invoicing international students: Invoices must not exceed 50% or above unless the course duration is at 26 weeks or less.	Admissions Manager CEO
iii. Monitor payments received and update the student management system.	Admissions Manager
iv. Issue receipt once payment is received.	Admissions Manager
v. Notify the Training Manager when a payment is received, and the student can commence. The initial fee payment must be made prior to commencing training.	Admissions Manager CEO
vi. Where a subsequent payment/s is required, the Admissions Manager or CEO will record the dates for invoicing subsequent payment/s and invoice accordingly.	Admissions Manager
vii. Notify the Training Manager of any subsequent payment received and update the student management system. The Training Manager or Trainer will only release additional training materials once the subsequent payment is received.	Admissions Manager CEO Training Manager, Trainers



Steps		Person/s responsible
5.2 Processing Refunds		
i.	A student who wishes to cancel their enrolment must give notice in writing. All requests for refund of fees must be made in writing using the <i>Refund Request Form</i> which may be obtained from Penfold College reception or from the website. The form must be signed by the student.	Admissions Manager
ii.	Penfold College staff who are approached with initial notice of cancelation are to ensure the student understands their rights with regards to the refunding of tuition fees.	Admissions Manager
iii.	Provide students seeking a refund with a <i>Refund Request Form</i> . Students' who may not be eligible but are requesting a refund should also be provided with the <i>Refund Request Form</i> so the request can be properly considered by the CEO.	Admissions Manager
iv.	The CEO will consider all Refund Requests and inform the student whether their request is approved or not approved.	CEO
v.	If the request is approved, the Admissions Manager will be notified. If the request is not approved, the student will be notified of their right to appeal. Refer to: <i>PP2.10 - Appeals Handling</i> .	CEO Admissions Manager
vi.	The CEO or Admissions Manager will determine the appropriate refund based on the Refund Policy and will process the Refund Request within 14 days to the student's nominated bank account.	CEO Admissions Manager

10. Other documents to consider with this policy

Policies

- PP2.2 - Enrolment
- PP2.9-Complaints Handling
- PP2.10 - Appeals Handling

Forms

- Refund Request Form
- Schedule of Fees and Charges
- Complaints Handling Form
- Request to Appeal a Decision Form



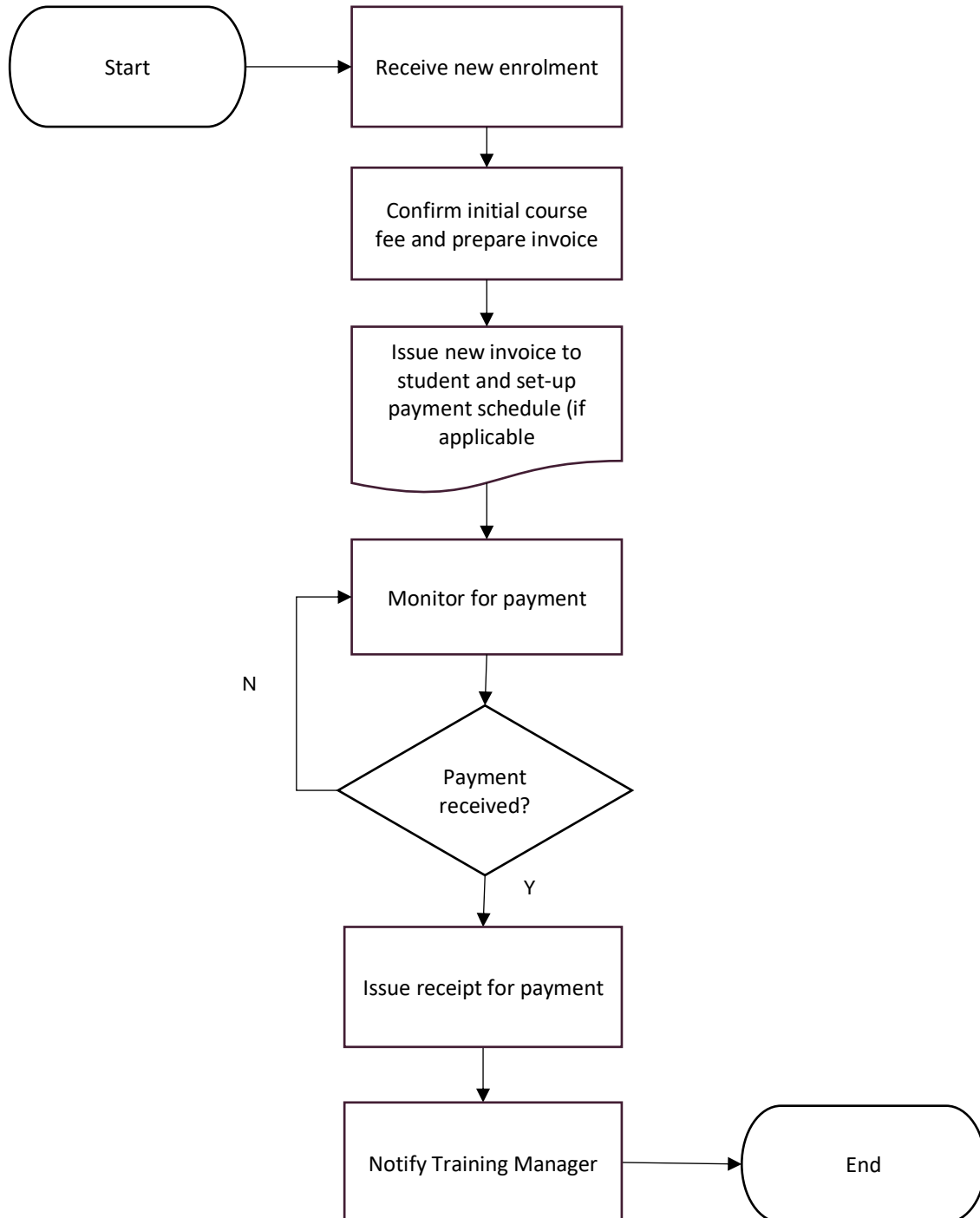
Handbooks, manuals or other documents

None.



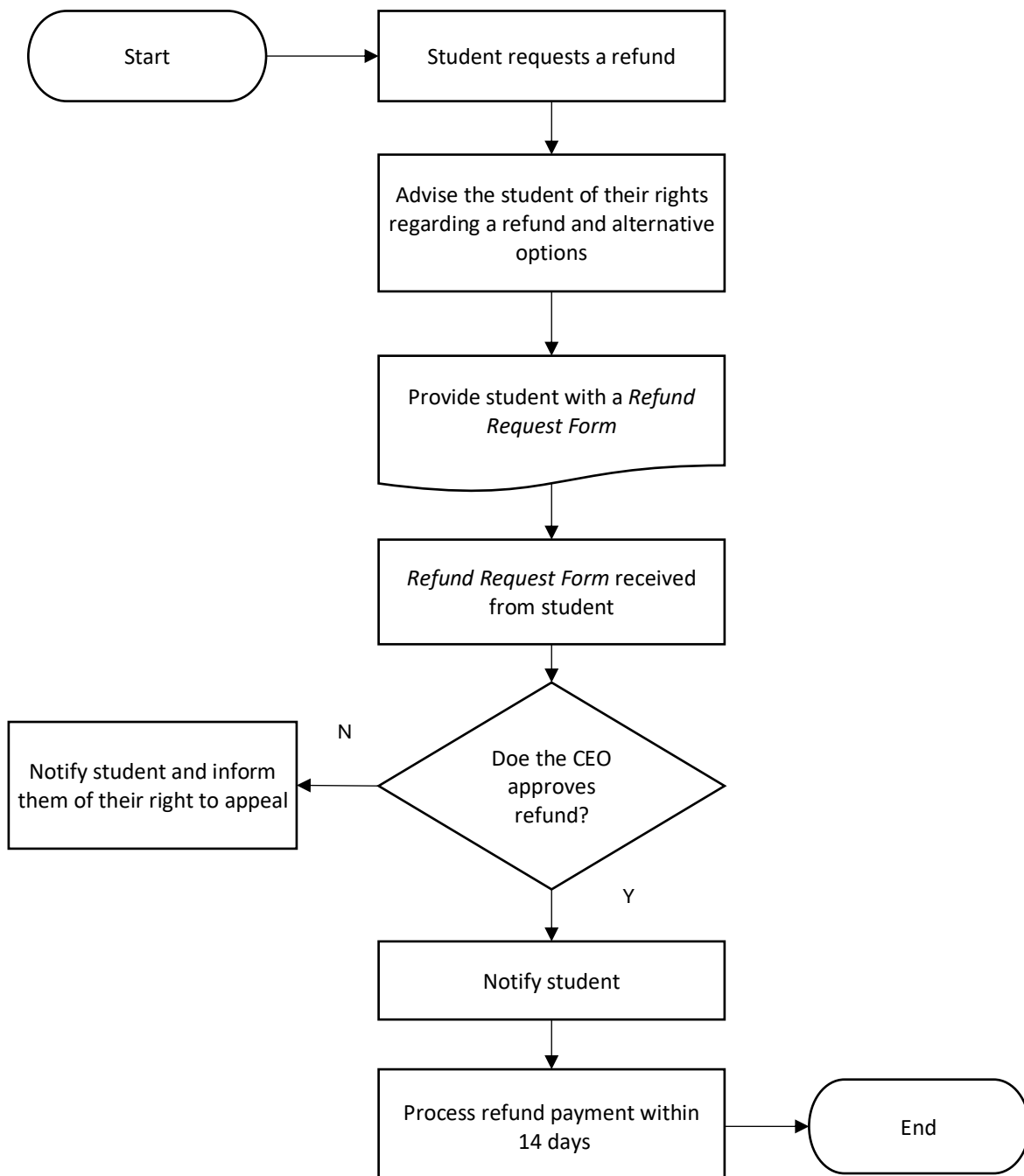
11. Flow chart

Invoicing Students Fees





Processing Refunds





12. Reference(s)

Outcome Standards for RTOs, 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. The RTO demonstrates: (c) (iii) any fees and costs payable by the VET student, including payment terms and conditions, refund policies and the availability of any relevant government training entitlements and subsidy arrangements, (d) prior to enrolment or before any fees are required to be paid, written information is provided to the VET student about the agreed training to be provided, the amount of any fees to be paid by the VET student, and the VET student's obligations, (e) how it identifies changes that affect VET students, including transition of superseded, deleted, or expired training products, and informs VET students of these as soon as practicable.

Compliance Standards for RTOs for RTOs, Standard 18. Where fees are prepaid, there are systems in place to ensure refund of these fees if the RTO is unable to deliver the agreed training and assessment.

- (1) **Compliance Standards for RTOs for RTOs, Standard 19.** Where an NVR registered training organisation or third party receives prepaid fees from or on behalf of an individual in excess of \$1500 in relation to the same VET course (the **threshold prepaid fee amount**), the organisation must:
 - (a) where the organisation is a government entity or an Australian university – comply with the requirements set out in subsections (2) and (3); or
 - (b) where the organisation is any other NVR registered training organisation – implement one or more of the arrangements set out in subsection (4).

Requirements for government entities and Australian universities

- (2) The NVR registered training organisation must have a policy in place for circumstances where the organisation is unable to provide the services to which the threshold prepaid fee amount relates (**prepaid fee policy**).
- (3) An NVR registered training organisation's prepaid fee policy must specify how an individual who has prepaid will:
 - (a) be placed into an equivalent course at a location suitable to the individual and receive all services for which the individual has prepaid at no additional cost to the individual; or
 - (b) be refunded the prepaid fees for services yet to be delivered which are in excess of the threshold prepaid fee amount.

Requirements for other NVR registered training organisations

- (4) The NVR registered training organisation must implement one or more of the following arrangements:
 - (a) an unconditional financial guarantee from a bank operating in Australia, provided:
 - (i) at all times, the guarantee is at least equal to the total amount of prepaid fees held by the organisation in excess of the threshold prepaid fee amount; and



- (ii) the costs of establishing and maintaining the guarantee are met by the organisation.
- (1) Note: For example, where an NVR registered training organisation receives prepaid fees of \$2000 from three individuals (totalling \$6000), the guarantee must be at least equal to \$1500 (i.e. \$500 multiplied by three).
 - (b) a current membership with a tuition assurance scheme operator which, if the organisation is unable to provide services for which the individual has prepaid, must ensure:
 - (i) the individual will be placed into an equivalent course at a location suitable to the individual and receive all services for which the individual has prepaid at no additional cost to the individual; or
 - (ii) if an equivalent course cannot be found – the individual will be refunded the prepaid fees which are in excess of the threshold prepaid fee amount.
 - (c) any other fee protection measure approved by the National VET Regulator.

Australian Consumer Protection laws

<https://consumerlaw.gov.au/consumers-and-acl>

ATO GST reference

<https://www.ato.gov.au/law/view/document?DocID=GST/GSTR20011/NAT/ATO/00001andPiT=9991231235958>