

Fees and Refund Policy

Approving Authority	CEO
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Advisor	Quality and Compliance Manager
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Policy Document No	49
Description	This policy is based on fees payable for both funded and fee for service students. It also includes SMIT's refund policy.

Version no.	Approval date	Implementation date	Details	Policy Author
1	09/08/2021	09/08/2021	New policy for fees and refunds	QA Manager

Related Documents

Enrolment - Form 2
 Student Handbook
 Financial Management Policy

1. Purpose

The intention of this document is to outline the refund policy for domestic student fees and/or deposits which applies to all new and re-enrolling students unless otherwise stated.

2. Objectives

The objectives of this policy are to:

- provide transparent processes for refunds of tuition fees, where applicable
- set out the circumstances where a full refund or a partial refund may apply
- comply with relevant legislation
how course fees are charged
- what they cover
- how fees paid in advance are protected and
- the conditions under which a refund may apply.

This policy ensures the protection of consumer rights under Australian law.

This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards. This policy provides formal guidance on the circumstances under which fee refunds are to be provided to students, and the way they may be paid.

Recognition of Prior Learning (RPL)

1. A prospective student can apply to undertake assessment in the form of recognition of prior learning, either through Credit Transfer or RPL assessment.
2. The RTO's fees are designed to minimise the impact of fees and charges, through flexible payment plans.
3. RPL applications, if requested and approved by the RTO, will be offered at 70% of the whole fee for service costs for that qualification. The RTO does not have access to Government funding for RPL assessment.
4. A prospective student may apply for Credit Transfer(s) for Unit(s) of Competency completed at the RTO or another registered training organisation. One of the below forms of certified documents must be provided to the RTO:
 - Academic transcript(s) of completed qualification(s), and/or
 - Statement(s) of Attainment containing Unit(s) of Competency for consideration of eligibility for the grant of a Credit Transfer.
5. There will be no fee payable to the RTO, by the student, for an application for assessment of a Credit Transfer.
6. Once all documents have been received (and accepted as satisfactory) by the RTO, the Statement of Fees will be adjusted.

Course Tuition Fees

1. All fees are disclosed prior to enrolment. Fees information includes fee rates for each course, including full Fee for Service and Government subsidised fees.

Student Support Services Fees

1. General student support services are available to the student with no additional fees payable.
2. The RTO will ensure support provided is reasonable and accessible, with clear and accurate information on these items included in the RTO's Student Handbook.
3. Students are able to attempt assessment to complete a Unit of Competency on three (3) occasions within their initial course services fee. The RTO does not levy additional fees for these attempts.
4. If a student is required to make subsequent attempt/s to achieve a competency outcome, the RTO may levy a fee of no more than \$200.00 per attempt.
5. There may be some instances of a personal cost to a student over and above the general course fees. In all cases, items purchased remain the property of the student during and on completion of the course services.
6. The RTO provides the student or employer (where relevant) with receipts for any monies collected by the RTO for incidental expenses.

Government Funding, Subsidy and Support Entitlements to Eligible Individuals

1. An Eligible Individual is an individual who is eligible for training subsidised through the Department of Trade, Business and Innovation. All enrollees in training subsidised through funding are required to make a personal administrative contribution (your fee as charged by SMIT) towards the cost of their training.
2. In order to be an Eligible Individual, a prospective student must be a resident of the Northern Territory. The RTO must sight an original, and obtain a copy, of all documentation demonstrating an individual's eligibility. (This can be a rate notice, drivers' licence, passport)
3. The RTO ensures each student is made aware of how undertaking training and assessment will impact their access to further government funded training. This includes ensuring that students are aware of any government funding entitlement that may reduce their ability to access such funding in the future.

Notifications and Guarantees

The RTO:

1. Must notify students as soon as practical after any change which may occur which can affect the course services being provided. This includes changes of significant impact including a change in ownership of the RTO entity, should that occur.
2. Guarantees that no additional charges will be imposed during the period covered by the individual enrolment.
3. Will ensure that all students are offered the option to pay fees across a pre-determined number of instalments. Where an employer pays fees, this is typically paid in one instalment.

Fee Protection

The RTO must not collect more than \$1,500 in prepaid fees (fees on enrolment) from any students at any time for any course service. As such, no further fee protection arrangements are required and have not been implemented.

Payment of Fees

Enrolment is not considered complete until either:

1. RTO enrolment-based fees and charges are paid.
2. Deferred payment arrangements have been made or fees and charges have been waived.
3. On enrolment, students must take up one of the following payment options:
 - Evidence is presented from an employer, or by the student on behalf of the employer, to invoice that employer for the students' fees and charges; or
 - Pay the pre-determined deposit amount and pay the remaining fees by instalment (Payment Plan).
 - Students who fail to take up one of the above options are not enrolled. The RTO will accept payment for fees in the form of cash, credit card, EFTPOS, bank deposit. All payments made in person are to be received via Administration.
4. If a student (who pays fees under a Payment Plan) fails to make the agreed monthly payment for two consecutive months the student will not be allowed to continue in the course/qualification until:
 - the arrears of Fees are paid in full; or
 - the student is granted in (writing) an extension of time to make the Payment Plan instalments.

5. If payment is not received the following process and consequences may (at the RTO's sole discretion) apply:
 - The student will be recorded as having withdrawn from the course/ qualification and any Unit(s) of Competency training has commenced in.
 - Any money outstanding for Unit(s) of Competency delivered will be required to be paid in full by the student.
 - A Statement of Attainment, inclusive of the assessed Unit(s) of Competency actually covered by payments received to date, will be issued. To determine the Unit(s) of Competency considered paid for; the amount paid by the student will be calculated in accordance with the appropriate course/qualification and rate per scheduled hour and all resources used in association with the assessed Unit(s) of Competency. The Statement of Attainment will only contain Unit(s) of Competency that have been marked as Competent. An administration fee of \$100.00 will be payable.

Certificates

A certificate will be issued to a student upon completion of a course/qualification subject to:

- Provision of evidence of any mandatory practical placement having been completed.
- Being deemed by the RTO as being competent in all Units of Competency;
- Confirmation by the Administration Manager that all fees owing to the RTO have been paid.
- The cost of re-issuing a certificate will be \$50.00.

Refunds

1. From time to time a refund may be required for specific student cases. Refund information and arrangements are made available to prospective students prior to enrolment through:
 - The RTO Student Handbook
 - SMIT's website; and
 - As a part of the Statement of Fees completed prior to enrolment.
2. Refunds will only apply to courses/qualifications cancelled by the RTO.
3. All refund applicants will be required to fill out a withdrawal form and submit to administration.
4. All refund applications are assessed and processed within thirty (30) days of the application being placed. The applicant will be advised in writing of the outcome of their application, including reasons for refusing a refund in cases where this occurs.
5. All students/employers have a right to appeal a refund decision made by the RTO. Refer to SMIT's Complaints Policy for further information.
6. The RTO will consider (at the RTO's discretion) a full refund of any fees paid by the student if the course/qualification is cancelled or the course/qualification commencement is postponed by more than four weeks, unless alternative arrangements can be made which are acceptable to the student.
7. Refunds will be processed after all other financial obligations to SMIT has been discharged.
8. Refund payments will only be made directly into your selected bank account. Bank details are required for all refund requests, even if the refund is to the original credit / debit card, to ensure payment can be finalised.
9. An initial non-refundable administration fee of \$500.00 will apply to all courses and enrolments

Refunds Due to Request/ Hardship application

1. Students may have extenuating circumstances that prevent them from attending scheduled course dates, or timely submission of assessments, that may include but are not limited to illness, family or personal matters, or other reasons that are out of the ordinary.
2. Where delivery has commenced, course fees have been paid and an employer or student believes a special circumstance refund is warranted, the client may apply for a refund.
3. Special circumstances may include:
 - Serious illness resulting in extended absence from course activities.
 - Injury or disability that prevents the student from completing their course; or
 - Other exceptional reasons at the discretion of the RTO.
4. In all cases, relevant documentary evidence (such as medical certificate) is required. Details of all refunds are retained for audit purposes.
5. The decision of assessing the extenuating circumstances rests with the CEO and will be assessed on a case by case basis.
6. Students who withdraw from course and wish to seek a refund or change courses must request this in writing using the Course Withdrawal/defer/amendment Form. Students who have not completed a Withdrawal Form are not eligible for consideration of a refund
7. The request must outline the details and reason for their request. Students who have not completed a Withdrawal Form are not eligible for consideration of a refund or reduction in fees owed.

8. Eligibility for a refund will be assessed based on the services provided to the student and the costs incurred by SMIT in order to provide those services to the student.

In the unlikely event that SMIT is unable to deliver the course as promised, the student will be issued with a full refund for any portion of the course that was not completed. The refund will be a pro-rated amount per unit that was not able to be delivered. RPL application fees are non-refundable.

Withdrawal/Cancellation of student by the RTO

1. The RTO reserves the right to withdraw/cancel the student’s enrolment if the student:
 - Drops out without official notification – the withdrawal date will be the last recorded date of attendance.
 - Does not return from an approved leave of absence – the withdrawal date will be the last recorded date of attendance.
 - There has been no assessment submission by the student:
 - The student has not returned attempts at contact by the RTO, including email, phone and by post.
 - The student has signed more than one (1) Assessment Submission Extension form but has not submitted the required assessment on the date agreed to and recorded on the Student Assessment Extension Request Form.
 - Refunds do not apply where the RTO withdraws/cancels a student’s enrolment under Clause 65.

Exceptions

- a. SMIT may choose to cancel the enrolment of a student who has breached SMIT’s Code of Conduct; or has been found to plagiarised or cheated in their assessments. Students cancelled under these circumstances, are not entitled to any refund of course fees.
- b. Some refunds will be considered on a pro-rata basis for students who fall ill or are injured to the extent that they can no longer undertake the course providing a supporting Medical Certificate is supplied to SMIT.
- c. A Student wishing to transfer to another course from one in which he/she is currently enrolled may do so subject to the following conditions:
 - Instalment payments are up to date and there are no other overdue monies owing to SMIT.
 - Student agrees to pay any difference between your original Course Fee and the new Course Fees.
- d. In all other cases, refunds are at the discretion of the CEO and may be negotiated on an individual case-by-case basis.

Fees Records

All course services fees, relevant invoices and receipt for each student course enrolment are recorded and maintained in the RTO’s financial accounting system, MYOB. This system acts as the official accounts receivable system for the RTO and is maintained as the auditable records for all fees, charges and refunds.

PLEASE NOTE: Funded students

All students must follow the My Qualification Plan for assessment submission dates. Exception to this is if the student is able to complete units at a faster rate than the original dates negotiated. If dates are not adhered to, or, the student does not seek an extension that has been granted, the student will be withdrawn after two consecutive months.

All students will need to fill out a Course Withdrawal/defer/amendment Form. Please email or ring Administration. No extension or refund will be granted if this form is not submitted.

	Reason for Refund	Notification Requirements	Refund
Face to face training All students	Learner withdraws	In writing, ten working days (10) or more prior to the course commencement.	100% of course fee will be refunded.
	Learner withdraws	Less than ten working days (10) prior to face to face class commencement	Nil refund
Distance	Learner	Student has done nil assessments during the first fourteen	NIL refund

Learning (Online)	withdraws	calendar (14) days of receiving their online assessment and withdraws.	
Funded Students	Student withdraws from funded enrolment	Student has not completed qualification by end of funded year (normally December).	Nil refund
	Student does not submit assessments on a monthly basis as per My Qualification Plan	Student has not made submissions as per submission dates negotiated on MQP (on enrolment) for 2 consecutive months will be automatically withdrawn if they have a funded placement and have NOT requested an extension and had it approved.	NIL refund
All students	SMIT cancel class or reschedules	A full refund will also apply if SMIT is required to cancel a course due to insufficient numbers or other unforeseen circumstances.	100% of course fee will be refunded.
Fee for service students	Students will have 18 months to complete the qualification	If not completed in the 18 month time frame SMIT will request a withdrawal. If students then want to complete there will be a further charge per unit.	NIL refund
All Students	The student starts the process and is unable to provide the documents required to successfully complete the assessment for RPL or AMSA Approved Task Book for recognition of sea time and completion of tasks.		NIL refund
	The student refuses to undertake gap training that may be required to demonstrate competency and identified either during a competency conversation and/or a practical observation such as the final AMSA practical assessment on our training vessel (AMPA)		
	The student changes his/her mind or believe that they no longer require the qualification in which they have enrolled;		
	SMIT may change its evidence requirement criteria due to changing laws and regulations and the student takes more than three (3) weeks to provide required evidence;		
	The student has issued fabricated documents as forms of evidence;		
	The student issues fraudulent documents as forms of evidence;		