

Fees, Charges & Refund Policy

Standards & Legislation

- Section 4.3.16 of the Education and Training Reform Act VIC 2006
- Children, Youth and Families Act 2005 (VIC).
- VET Funding Contract, associated policies and guidelines.

Purpose

To guide Laverton Community Education Centre (LCEC) financial arrangements with all clients.

Fees and Charges

Prior to enrolment, LCEC notifies clients of a range of fee information in the *Statement of Fees*, on the Pre-Enrolment Interview form F0005.

This information forms part of the Enrolment process. Information provided to clients is consistent with the requirements of the Skills First Funding Contract.

Where a participant is being enrolled under any loan or delayed payment arrangement the terms of the arrangement are clearly stated, including:

- Any debt that may be incurred;
- When repayment is require;
- Under what conditions; and
- Any associated fees, indexation or interest.

Fee Arrangements

LCEC fees are designed to minimise the impact of fees and charges, through flexible payment plans, dependent on service type. If a student is unable to pay the full amount of fees prior to commencement of the course/unit of competency, then a payment plan can be arranged. Under the payment plan a deposit of 50% for tuition fees must be paid prior to commencement of the course/unit of competency and the non-refundable enrolment fee and materials fee, for full fee paying students the tuition fee deposit is capped at \$1000 before commencement of the course and followed by regular instalments finishing before the half way point of the course/unit of competency.

Course Services Fees

All course services fees are published and available on the LCEC website. Published fees information includes fee rates for each training product, including full fee for service, subsidised and concession rates for each course.

Participant Support Services Fees

If any specific participant support options available attract an additional cost to the client, LCEC makes this clear in pre-enrolment information. Similarly, if there are limitations to the support LCEC is able to provide to particular client cohorts, these limitations are also made clear in information provided to potential participants.

Clear and accurate information on these items is included in the LCEC Student Handbook.

Incidental Expenses

There may be some instances of a personal cost to a participant over and above the general course fees. These costs include:

- *Essential equipment* and other items that the participant has the choice of acquiring from LCEC, or from another supplier other, that become the physical property of the participant, are retained by the participant on completion of training, and are not consumed during the training. *Example: tool kit, nurses job watch*
- *An optional charge for an item* that is not essential for the participant to complete the training.
- *An optional charge for an alternative form of access* to an item or service that is an essential component of the training, but is otherwise made readily available at no additional fee by LCEC.
- *Field trips and food, transport and costs* associated with the provision of field trips that form part of the training.
- Printing of *textbook/workbook* the participant requires for their course that is retained by the participant after completion of the qualification.

For each qualification, LCEC publishes on its website any additional costs that a participant will or may incur and ensure that participants are aware of these costs prior to enrolment.

LCEC provides the participant or employer (where relevant) with receipts for any monies collected by LCEC for incidental expenses. LCEC retains copies of receipts issued.

Repeated Assessment

Participants are able to attempt assessment to complete a unit of competency on three (3) occasions within their initial participant course fee. LCEC does not levy additional fees for these attempts.

Withdrawal without penalty

LCEC advises prospective participants, prior to any fees being paid, of the 'withdrawal with no penalty' cut-off date. That is, the date by which the participant can withdraw and be refunded any fees paid on enrolment. This date is generally before commencement of the scheduled course/ first unit of competency have been delivered.

Government Loan, Funding, Subsidy and Support Entitlements

In cases where participants are accessing any government funding entitlement that may reduce their ability to access such funding in the future (such as arrangements that limit funding to one qualification for a person), LCEC also provides advice on these arrangements prior to enrolment, during the Pre-Enrolment Interview.

The total course fee for a government subsidised course is divided into two components:

- The Fee (to the participant / employer / client); and
- The Subsidy (paid by the relevant government body).

In cases of government funding or subsidy, the Statement of Fees also includes the approximate value of the contribution from government towards the qualification(s) in which the participant is considering enrolment.

Notifications and Guarantee

LCEC notifies clients as soon as practical after any change occurs that may affect the course services being provided. This includes changes of significant impact including:

- Any changes to, or new third party arrangements LCEC puts in place, for the delivery of services to those specific clients; and
- A change in ownership of an RTO entity should that occur.

LCEC guarantees that no additional charges will be imposed during the period covered by the Statement of Fees & Charges.

Recovery of Outstanding Participant Fees

LCEC collects all fees to be paid by the participant by the time they complete half of their subsidised training. LCEC retains participant fees that it collects.

LCEC has a robust process for the recovery of outstanding fees from a participant. The failure by a participant to pay a fee owing is considered to be a breach of discipline and can lead to penalties being imposed on the participant.

One of the penalties that may be considered is the delay in release of results or testamur(s) as relevant to the participant until all fees are recovered. For significant participant debts, formal debt collection actions may also be undertaken.

Fee Protection

LCEC does not collect more than \$1,000 in prepaid fees (fees in advance) from participants at any time for any course service. As such, no further fee protection arrangements are required. The requirements that apply to prepaid fees include all fees that a participant is required to pay, including enrolment fees, tuition fees, materials fees and any other fee component that is a mandatory payment for the course.

LCEC is only required to protect prepaid fees from individual participants and prospective participants. These requirements do not apply for other clients - for example, where an employer engages LCEC to provide training and/or assessment to its personnel.

Government Subsidised / Supported Fee Arrangements

The following government contractual / jurisdictional arrangements apply to LCEC fees and charges.

Fee Concessions and Exemptions

Fee concessions and exemptions apply to a range of publicly funded vocational education and training course services provided by LCEC across jurisdictions.

Fee concession and exemption arrangements do vary depending on the jurisdiction and government support program available.

Victoria

Concessions

The concession fee is 20 per cent of LCEC published standard tuition fee, being the fee that LCEC charges a non-concession government subsidised participant in the same course at that time.

For enrolments in courses LCEC charges the concession fee to an individual who, prior to the commencement of training, holds a current and valid:

- Health Care Card issued by the Commonwealth;
- Pensioner Concession Card; or
- Veteran's Gold Card.

The concessions also apply to a dependant spouse or dependent child of a card holder.

Exemptions

LCEC does not charge a tuition fee for enrolment by an individual who is:

- From the Judy Lazarus Transition Centre;
- Required to undertake the course pursuant to a community based order made under the Children, Youth and Families Act 2005; or
- Referred with a standard Young People Transitioning from Care Referral Form.

Evidence of Eligibility

Eligibility for a fee exemption is assessed at enrolment, using the Financial Hardship Application form F0013, and cannot be adjusted after enrolment. Eligibility evidence is retained on each participant's course file.

Where the evidence, provided by the participant, is a copy of the original, the copy must be an 'original copy' certified by a person who is on the list of approved witnesses who can verify documents. A list of approved witnesses is available at the Commonwealth Attorney General's Department website at:

www.ag.gov.au/Publications/Pages/Statutorydeclarationsignatorylist.aspx.

Refunds

LCEC does not collect more than \$1000 in prepaid fees (fees in advance) from participants at any time for any course service. From time to time however a refund may be required for specific participant cases. Refund information and arrangements are made available to clients prior to enrolment through:

- LCEC Student Handbook;

- LCEC website; and
- As a part of the Pre-Enrolment Interview, completed with the client prior to enrolment.

Refunds may be paid automatically, or sought and negotiated on an individual basis with LCEC, on a case by case basis.

LCEC has publicly published on its website, and makes participants aware of this *Fee, Charges & Refund* policy before enrolment.

Enrolment Fees

Enrolment fees paid for any course service cover administrative components of service provision, and are a mandatory fee. These enrolment fees are non-refundable once the enrolment application has been completed and enrolment accepted by LCEC.

Co-enrolments

LCEC charges a fee for each government subsidised course that a participant enrolls in, as relevant to the relevant government contractual requirements.

Refunds Prior to Course Services Commencement or Services Termination

LCEC 's general refund arrangements for all clients and all course services are as follows:

Refund Arrangements	
<p>Withdrawal Census Date / Withdrawal without Penalty Cut-off Date</p> <p>LCEC withdrawal/census date is set at the commencement of the course/unit of competency, and is the last day which students can withdraw from a course/unit and be eligible for a full refund of their fees, less the enrolment fee.</p> <p>The withdrawal/census date applies to each individual unit of study or to the course as a whole.</p>	<p>Full refund of tuition fees paid.</p>
<p>Withdrawal after Withdrawal Census Date</p>	<p>No refund will be granted after the commencement of the course/unit of competency for government subsidise training. Refunds for full fee paying students will be based on pro rata course tuition fees paid based on units commenced.</p>

Refunds Due to Non-Provision of Services

Course fees are to be refunded in full if LCEC is unable to commence the course service as agreed due to a lack of minimum participant numbers or unforeseen circumstances.

Where LCEC or a third party representative is unable to complete the course services due to unforeseen circumstances or closure, any course services fees are refunded on a pro-rata basis, with comparison of the course fees paid against the units of competency where services have been delivered.

Where there is an instance of LCEC default due to unforeseen circumstances, LCEC will endeavour arrange for another course, or part of a course, to be provided to participants at no (extra) cost to the participant as an alternative to a refund. Where the participant agrees to this arrangement, LCEC will not refund fees paid.

Refund Arrangements	
Credit Transfer has been granted.	Pro-rata refund paid based on a calculation of the number of units that have received CT results and the fees paid to date, for full fee paying students only.
LCEC is unable to commence the course for which the original enrolment and payment has been made.	Full refund or alternative placement in a course, as per the clients' preference.
LCEC is unable to continue to deliver the course as agreed.	Partial refund or alternative placement in a course, as per the clients' preference.

Refunds Due to Client Request / Hardship Application

Participants may have extenuating circumstances that prevent them from attending scheduled course dates that may include but are not limited to illness, family or personal matters, or other reasons that are out of the ordinary. Where evidence can be successfully provided to support the participant's circumstances, course tuition fees may either be transferred to the next available course where applicable, or a refund of unused course fees will be issued.

This decision of assessing the extenuating circumstances rests with the Education Centre Manager and shall be assessed on a case by case situation.

Where delivery has commenced, course fees have been paid and a client believes a special circumstance refund is warranted, the client may apply for a refund using the Refund section of the Withdrawal Form F0017. This form is available from any relevant LCEC personnel.

Once completed, the Withdrawal Form should be submitted to the LCEC Office Staff:

Laverton Community Education Centre

12 Crown Street

Laverton, VIC 3028

Phone: 03 9369 2726

Email: info@lcec.vic.edu.au

All refund applications are assessed and processed within fourteen (14) days of the application being placed. The client will be advised in writing of the outcome of their application, including reasons for refusing a refund in cases where this occurs.

LCEC does not typically provide a refund in cases where a participant has withdrawn from a qualification but has completed all the requirements for a lower level qualification, which attracted a lower participant fee.

All clients have the right to appeal a refund decision made by LCEC. Please refer to the *Equity, Bullying & Complaints Procedure (PR0001)* for further information.

Third Party Refunds

If course services fees have been paid to LCEC by a third party, any refunds payable will be remitted to that third party.

Fee Records

All course fees, relevant invoices and receipts for each participant course enrolment are recorded and maintained in the VETtrak student management system. This system acts as the official accounts receivables system for LCEC and is maintained as the official and auditable records for all fees, charges and refunds.

Supporting Procedure

- Enrolments Procedure PR0002

Related Documents/Links

- Statement of Fees.
- Student Handbook.
- Withdrawal Form F0017
- Pre-Enrolment Interview form F0005
- Financial Hardship Application form F0013

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01.07.2021	01.07.2022	Meena Chopra	1.3
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