

<b>Department</b> Retail Institute – RTO (ID_4049)		
<b>Title</b> Fees, charges and refund – Policy and Procedures <i>Clause 5.1 to 5.3 Informing and protecting students</i> <i>Clause 7.3 – Protecting pre-paid fees by students</i>		<b>Effective</b> February 2025
<b>Version ID</b> No.3	<b>Superseding Version</b> Fee Policy V2	
<b>Approved by</b> Head of Retail Institute	<b>Next Review</b> August 2026	Once printed, this document is not controlled.

### 1. Policy objective

This policy outlines the ARA Retail Institute's (ARARI) compliance as a nationally recognised Registered Training Organisation (RTO) with legal responsibilities and obligations, including contractual requirements to provide accurate and transparent information to prospective students as a provider of government-subsidised training.

### 2. Policy Principles

Through this policy, the RTO ensures that:

1. **Fair Treatment and Integrity:** All students enrolling in courses within the ARA's Scope of Registration are treated equitably, particularly concerning fees and refunds across various government-funded and Fee-for-Service arrangements.
2. **Transparent Fee Information:** Students receive clear, detailed, and transparent information about training fees during the enrolment process and prior to course commencement.
3. **Acknowledgment of Responsibilities:** Students sign declarations to confirm their understanding and agreement to their obligations and responsibilities when participating in training programs.

### 3. Scope of the Policy

Through the application of this policy, ensures that all students enrolling in a training course listed in the Australian Registered Authority's (ARA) Scope of Registration are treated fairly and with integrity concerning the application of fees and the granting of refunds across various government funding and Fee-for-Service arrangements.

### 4. This policy aims to:

1. Ensure that all students receive comprehensive and transparent information regarding training fees at the time of enrolment and before commencing a training course.
2. Ensure that students understand their financial obligations and responsibilities by signing the necessary declarations acknowledging their agreement and commitment to participation in a training program.

Furthermore, this policy outlines the administration of fees, related processes, and procedures, including:

- Pathways available for students to enter a training program through government-subsidised funding or Fee-for-Service arrangements.
- Types of fees applicable to various training programs.
- Procedures for deferring or withdrawing from studies.
- Fee protection measures to safeguard student payments.
- Eligibility criteria and procedures for applying for refunds.
- Complaints and appeals procedures related to fees and refunds.

By implementing this policy, the RTO ensures compliance with regulatory requirements while maintaining fairness, transparency, and consistency in fee administration for all students.

## 5. Fee Policy

ARARI adheres to the following principles regarding training course fees:

- **Fair and Equitable Fee Structure:** Fee-for-Service tuition fees are set in alignment with market pricing to ensure fairness and competitiveness.
- **Fee Determination & Adjustments:** ARARI reserves the right to determine and periodically review Fee-for-Service tuition fees for training courses that do not receive government-subsidised funding.
- **Government-Subsidised Training Compliance:** ARARI will adhere to contractual agreements when delivering government-subsidised training, including the application of compulsory co-contribution tuition fees unless an exemption or concession applies under the terms of the contract.
- **Transparency in Fee Communication:** ARARI ensures that prospective students and stakeholders receive timely and accurate information regarding student fees for all applicable training courses.
- **No Hidden Fees:** No additional charges will be imposed on students.
- **Verification of Eligibility:** If a student fails to provide acceptable evidence supporting their eligibility for government subsidies or concessional rates after course commencement, they will be required to pay the full tuition fee.

This policy ensures that all fee-related matters are handled with transparency, fairness, and compliance with relevant regulatory and contractual requirements.

- 5.1 The nature of the guarantee given by the ARARI is to honour its commitment to deliver services and complete the training and assessment for any student enrolled to participate in an NRT course listed on the ARA's Scope of Registration or any other training it offers outside of the AQF.
- 5.2 The ARARI employs the following principles for training course fees, training and assessment services provided by the ARARI RTO following the Standards for RTOs (2015), and to adhere to contract arrangements as a provider supplying government-subsidised training.
  - 5.2.1 The ARARI ensures Fee-for-Service tuition fees are fair and equitable in relation to market pricing
  - 5.2.2 The ARARI determines Fee-for-Service tuition fees for each training course where learners are not in receipt of government-subsidised funding and reserves the right to review and adjust fees
  - 5.2.3 The ARARI will adhere to contract arrangements to supply government-subsidised training. This may include charging a student's compulsory co-contribution tuition fees unless they are eligible for an exception or exemption defined in a contract.
  - 5.2.4 The ARARI will ensure that prospective students receive timely information on student fees and relevant stakeholders by publishing a Schedule of Fees for all training courses where government-subsidised training is available

- 5.2.5 The ARAI will ensure no fees or additional charges are not levied to students unless published on a Schedule of Fees.
- 5.2.6 Processes are in place for managing student grievances, disputes and administrative errors regarding student fees and refunds.
- 5.3 If a student fails to produce acceptable evidence to support the ARARI determining a student's eligibility for subsidies or a concessional rate after the course commencement, a full tuition fee will apply.

## **6. Fee Collection**

- 6.1 Course fees can be collected upfront, or a payment plan can be negotiated and based on course progress
- 6.2 In accordance with The Standards for RTOs (2015), clause 7.3:
  - 6.2.1 The RTO will not collect more than \$1,500 of any course fee before the commencement of a course.
  - 6.2.2 Where a course cost is greater than \$1,500, the payment of fees will be scheduled throughout the duration of the course.
- 6.3 Direct electronic transfer is the preferred mode of payment.
- 6.4 The ARA Finance department will keep course fees and payment records for three years.
- 6.5 Fees payable are a binding agreement created between a student or stakeholder and the ARARI on enrolment or before commencement. Therefore, the student or stakeholder becomes liable for all fees on enrolment.
  - 6.5.1 Fees paid by or collected through a relevant stakeholder will also be subject to the policies and procedures of the ARARI as well as applicable legislation.
  - 6.5.2 The ARARI reserves the right to suspend the provision of training and other services until fees are up to date.

## **7. Payment Plan**

- 7.1 An ARA Finance department is responsible for approving ARARI fees and payment plan schedules.
  - 7.1.1 Failure to meet a payment schedule arrangement will suspend the student's training until the matter is resolved.
  - 7.1.2 The student will not be issued a record of units of competencies (Certificate of Qualification or Statement of Attainment) if they continue to complete all course requirements until all outstanding fees have been paid.
  - 7.1.3

## **8. Refunds and Deferrals**

- 8.1 The ARARI Student Service department is your first point of contact regarding withdrawal and refunds.
- 8.2 The ARARI employs the following principles for refunding training course fees for training and assessment services provided by the ARARI RTO following the Standards for RTOs (2015) Clause 5.3 and adhering to contract arrangements as a provider supplying government-subsidised training.
  - 8.2.1 A refund is not guaranteed to students or relevant stakeholders after they have commenced their training program.

- 8.2.2 Students will receive a refund of the fee if the ARARI cannot provide the training and assessment for the training course the student has enrolled.
  - 8.2.3 A refund payment cancels a student's enrolment and ongoing participation in a training course.
  - 8.2.4 If a student notifies the ARARI of their intention to withdraw before a training course's confirmed 'start date' (commencement), a full refund of course fees will be administered. This also includes Fee-for-Service arrangements.
  - 8.2.5 A fee reduction may apply when there is a change in government-subsidised training.
- 8.3 If fees have been paid by a third-party, then refunds will be payable to that third party.
- 8.4 Any information the student or relevant stakeholder provides ARA Retail Institute or that ARA Retail Institute collects about the client (including payments and refunds) can be given to authorised State and Commonwealth Agencies.
- 8.5

#### Cooling-off period for sale of goods and services

- 8.6 If a student gives the notice to cancel their enrolment before the completion of their enrolment or before the confirmed 'state-date' of a training course, whichever comes first, they will be entitled to a full refund on any fees paid.
- 8.6.1 This policy item complies with Australian Consumer Law requiring a cooling-off period for goods and services. It is also a requirement under the Standards for RTOs that an RTO must allow a cooling-off period applicable to the jurisdiction they operate. Australian Consumer Law was introduced in 2010 and has made this consumer protection consistent in all States and Territories.
  - 8.6.2 Students who cancel their enrolment after a confirmed training course 'start-date' will not be entitled to a refund of their fees.
    - 8.6.2.1 An exception to this Policy item is where the ARARI fails to fulfil its service agreement and fees are funded under our guarantee to clients, or
    - 8.6.2.2 The ARARI Head of Retail Institute may exercise discretion if the student or their relevant stakeholder can demonstrate that extenuating or significant personal circumstances led have led to their withdrawal.

#### Refunds based on the student being unable to complete training

- 8.7 If a student cannot complete an off-the-job (classroom setting) training course, they may be eligible for a refund of tuition fees.
- 8.7.1 The ARARI has special considerations for students participating in ARARI's dedicated employment pathways program, Retail Ready.
    - 8.7.1.1 Please see Schedule One of this Policy
  - 8.7.2 If the student withdraws before the confirmed training course' start date'.
  - 8.7.3 Special consideration for refunds or deferral fees in 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. Evidence may be requested to support the request.

8.7.4 Tuition fees may be:

8.7.4.1 transferred to the next available course where applicable, or

8.7.4.2 a refund of unused course fees will be issued.

8.7.5 This decision of assessing the extenuating circumstances rests with ARARI Head of retail Institute and shall be assessed on a case-by-case basis

8.8 No refund will be offered to students who breach the ARARI policies and procedures.

8.8.1 A breach of their conditions of enrolment includes but is limited to the Standards for RTOs such as unsatisfactory attendance, unsatisfactory progress, non-payment of fees, etc) they are not entitled to a refund.

8.9 If a refund is not granted, any outstanding course fees associated with the enrolment are still payable.

Other circumstances that may, from time-to-time affect fees

8.10 If the enrolment is government-subsidised and the funding is withdrawn, the government can reduce or even increase allowances.

8.10.1 Students will be given the option to:

8.10.1.1 Continue the enrolment –any remaining tuition fee will increase by the amount previously covered by funding or refunded by the amount increasingly covered by the funding.

8.10.1.2 Withdraw – partial refund if they cannot meet the tuition fee increase commitment.

8.10.2 The refund will be proportional to:

- the number of competencies completed in a training course or the amount of time since a study commenced, and
- the paid course fees at that moment in time.

8.11 If the ARARI is unable to fulfil its student guarantee, fees are refunded:

- in full, if the ARARI is unable to commence a training course due to unforeseen circumstances, and
- partially for any 'unused tuition fees where the ARARI cannot complete a training course due to unforeseen circumstances.

8.12 Where the ARARI in the above circumstances is in default, the ARARI may arrange for another course, or part of a course, to be provided to students at no (extra) cost as an alternative to refunding course money.

8.12.1 Where the student or their relevant stakeholder agrees to this arrangement, the ARARI is not liable to refund the money owed for the original enrolment

## 9. Appealing refund decisions

9.1 All clients have the right to appeal a refund decision made by ARA Retail Institute by accessing the complaints and appeals policy and procedure available on the ARA policies and procedures on the ARA Website.

9.2 This Policy and the availability of complaints and appeals procedure does not remove the client's right to act under Australia's consumer protection laws, including but not limited to a statutory cooling-off period.

9.3 The RTO's dispute resolution processes do not remove the client's right to pursue other legal remedies where they feel necessary.

## 10. Government-Subsidised Funding

ARARI is committed to ensuring compliance with government-subsidised training requirements while maintaining transparency and fairness in fee arrangements.

## 11. Eligibility

Students eligible for government-subsidised training or exempt from co-contribution fees must provide valid evidence confirming they meet the specific eligibility criteria.

## 12. Fee Policy

### NSW Smart and Skilled Program

ARARI follows the NSW Government's *Smart and Skilled* funding program guidelines to determine and charge student tuition fees fairly and transparently.

#### ***Tuition Fee Determination***

- The RTO charges student tuition fees as set by the NSW Government.
- The applicable fee is determined by entering student data into the *Smart and Skilled Provider Calculator* prior to enrolment.
- Students are informed of their applicable tuition fees before finalising enrolment.
- Under the *Smart and Skilled* program, students contribute towards the cost of training through the payment of a student fee.

#### ***Fee Calculation Considerations***

*Fees are set for the entire qualification and consider the following factors:*

- Whether the student is undertaking their first post-school qualification.
- Eligibility for a fee concession.
- Whether the student has self-identified as Aboriginal or Torres Strait Islander.
- Whether the student has a disability, is long-term unemployed, or resides in a regional or remote location.

#### ***Recognition of Prior Learning (RPL) & Credit Transfer (CT)***

- If RPL and/or CT is granted *before* enrolment, the *Smart and Skilled Provider Calculator* will determine the applicable student fee.
- If RPL and/or CT is granted *after* enrolment or after the student commences training, the provider must report the outcome in the next Smart and Skilled training activity data submission.
- The NSW Government will adjust the subsidy payment and notify the provider of the revised student fee. The provider must:
  - Inform affected students of any fee adjustments.
  - Update subsequent fee payment schedules accordingly.

### **Fee Exemptions**

A student will be eligible for a full fee exemption (\$0) if they provide valid evidence of:

- Receiving the **Disability Support Pension**
- A documented need for support due to a disability, verified by:
  - A medical practitioner.
  - An appropriate government agency.
  - A relevant specialist allied health professional.

### **Fee Concessions**

A concession is available for students enrolling in a *Certificate IV or below* qualification who provide evidence of:

- A current and valid **concession card**.
- A letter from the **Department of Human Services** confirming receipt of benefits.
- A **Centrelink Income Statement** verifying concession status.
- A letter from the **Department of Veterans' Affairs** confirming pension or benefit status.

### **Queensland funded Program**

QLD government will pay a portion of the training costs for participant's course directly to ARA RI up to a set amount. However, participants will be required to pay a co-contribution fee to the training provider.

ARA RI deliver courses in QLD in partnership with community organisations, which the organisation pays co-contribution fee on behalf of the students.

### **Fee Concessions**

Concession is available for students enrolling in Cert I, II and III Retail qualifications:

- Hold a valid and current **concession card**. Eligible concession cards include:
  - Commonwealth Health Care Card
  - Pensioner Concession Card

### **Tuition Fee Exemptions**

Students who **self-identify as Aboriginal or Torres Strait Islander** in their *Enrolment Form* will not be charged tuition fees for any qualification level.

### **Fee Policy – Fee for Service**

ARARI provides a Fee for Service option for students who are not eligible for government funding.

The following guidelines ensure transparency and fairness in fee management.

### **Tuition Fees**

- Students who do not qualify for government funding will enrol as Fee for Service students.
- ARARI does not charge students more than \$1,500 in advance at any given time.

## Victorian Skills First Program

ARARI is committed to compliance with the *Victorian Skills First Program* and ensures that student tuition fees are determined fairly and transparently.

### **Fee Determination**

- Prior to enrolment, all students will be assessed for their eligibility to receive funding under the Victorian Skills First Program.
- The RTO follows the 'Guidelines about Fees' published under the Skills First Program.

### **Fee Concessions**

Concession is available for students enrolling in a *Certificate IV qualification or below* who:

- Hold a valid and current **concession card**. Eligible concession cards include:
  - Commonwealth Health Care Card
  - Pensioner Concession Card

### **Tuition Fee Exemptions**

Students who **self-identify as Aboriginal or Torres Strait Islander** in their *Enrolment Form* will not be charged tuition fees for any qualification level.

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