

<b>Department</b> Retail Institute – RTO (ID4049)		
<b>Document ID</b> RI_RTO_003	<b>Title</b> Fee Management, Deferral, Withdraw and Refund – Policy and procedures	<b>Effective</b> July 2022
<b>Version ID</b> No.2	<b>Superseding Version</b> ARA - Refund_V1b.21 (Repealed) ARA – Fees and Charges – V1b.21 (Repealed)	<b>Effective</b> July 2022
<b>Approved by</b> Aaron Hines Director, ARA Retail Institute	<b>Next Review</b> July 2023	Once printed, this document is not controlled.
<b>Reason for change:</b>	Repealing multiply policies and consolidating.	

## 1. Policy objective

- 1.1. The objective of this Policy and procedure is to ensure that the ARA, via its training division, the ARARI, comply with the responsibilities set by law as a nationally recognised RTO. Including where it is contractually obliged to provide *information to prospective students* as a supplier of government-subsidised training.
- 1.2. This Policy ensures compliance with ASQA and related VET Standards for RTOs 2015
  - 1.2.1. Clause 5.1 to 5.3 Informing and protecting students
  - 1.2.2. Clause 7.3 Protecting pre-paid fees by students
- 1.3. The RTO, through the application of this Policy, will:
  - 1.3.1. Ensure that all students enrolling in a training course listed in the ARA's Scope of the Registration are treated fairly and with integrity when applying fees and granting refunds across various government funding and Fee-for-Service arrangements.
  - 1.3.2. Ensure that all students receive comprehensive and transparent training fee information during enrolment and before commencing a training course.
  - 1.3.3. Ensure that all students understand by signing related declarations to acknowledge and agree with their understanding of their obligations and responsibilities to participate in a training program.
  - 1.3.4. Outline administration of fees, related processes, and procedures, including:
    - Pathways a student may enter a training program via government-subsidised funding or Fee-for-Service arrangements,
    - the types of fees
    - how to defer or withdraw from studies,
    - fee protection
    - how to apply for and who is eligible to receive a refund, and
    - the complaints and appeals procedure.

## 2. Definitions

ARA (RTO Number 4049)  
Policies and Procedures

Fee Management, Deferral and Refund  
Version 2  
Page 1 of 14

2.1. For the purpose of this Policy, and associated Procedures, the following definitions apply:

2.1.1. Course fees may be made of one or all the following:

- Student Resource Fee - is a fee amount that either fully or partially covers the cost of materials for a training program
- Tuition Fee – a fee charged to students per nominal hour for a training program.
- Administration Fee - is a fee to cover administrative costs incurred during training

At the time of authorising this Policy, ARARI does not charge student resources or administration fees for its services.

2.1.2. A training course – a course is defined as a pathway to achieving a nationally recognised qualification or skill set from an NRT package as listed on the ARA's Scope of Registration.

2.1.3. A relevant stakeholder – is a third party who may be an individual, business, or organisation responsible for any fees associated with the student's training program fees.

2.1.4. Off-the-job training is training where course competencies are delivered via classroom environments - face-to-face, virtually online, or a combination of both. They utilise simulation methods to replicate real-life experiences. However, where possible and, if applicable compulsory requirements due to the entry pathway to a course, students are deployed to work placement to ensure the application of knowledge and skills gained in the classroom.

2.1.5. On-the-job training – is a traineeship pathway where students learn from a work-based setting. They are employees or trainees in a probationary employment period. Within the workplace, they are exposed to real work situations to gain practical experience. With the aid of a workplace supervisor who can demonstrate the requirements to achieve training course competencies, the Supervising RTO (SRTO) provides formal training via a designated Trainer/Assessor. To assess a student's progress through a training course, they are required to demonstrate knowledge through the application of learning via observational and more formal written assessments.

2.1.6. ASQA – Australian Skills Quality Authority, the national VET Regulator for RTOs, enforces the National VET Regulator Act 2011.

2.1.7. AQF – Australian Qualification Framework

- For more information about AQF, go to the website: [www.aqf.edu.au/aqf-levels](http://www.aqf.edu.au/aqf-levels)

2.1.8. VET – Vocational Education and Training

2.1.9. NRT – Nationally Recognised Training, training that consists of training packages, qualifications, units of competency, accredited courses, and skill sets

- For more information, go to the website: [www.training.gov.au - About](http://www.training.gov.au - About)

2.1.10. ARA – Australian Retailers Association

2.1.11. ARARI – ARA Retail Institute, the entity responsible for administering the ARA's RTO.

2.1.12. PII – Personally, Identifiable Information

### 3. Scope

3.1. This Policy applies to all individuals who must ensure the ARARI complies with the Standards for VET and other laws and conforms to its conditional arrangements with other interested parties critical to the operations of the ARARI. Including:

- any student enrolled and participating in a nationally recognised training program within ARA's Scope of Registration,
- all ARARI staff and or other persons ("other" individuals engaged by the ARA) who facilitate student enrolment,
- all ARA Partners ("Partners" Third Party Arrangements/Agents and staff), and
- all ARARI Directors and the ARA CEO.

### **Related Documents**

Enrolment and Admission – Policy and procedures

Student Information Handling – Policy and procedures

Record Management – Policy and procedures

Participants Handbook

### **3. Policy objectives**

3.1. The ARARI's implementation of the fee management process must comply with:

3.1.1. ASQA and related VET Standards for RTOs 2015 (Clause 5.1 to 5.3 Informing and protecting students)

3.1.2. Any conditional arrangements of government-subsidised training contracts where it is pre-qualified to offer publicly subsidised training services.

3.2. The ARARI sets fees in accordance with market conditions and relevant legislation regulated and administered by the Australian Competition and Consumer Commission (ACCC).

3.3. Changes to this Policy will be made at the time of review or when there are changes to the standards for RTOs as directed by the AQSA.

#### **ARARI Guarantee**

3.4. If ARARI cannot fulfil its service agreement with a student, ARARI must issue a full refund for any services not provided. The basis for determining "services not provided" is based on the units of competency completed by the student, which can be issued in a Statement of Attainment when the service is terminated.

#### **Fees**

3.5. 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.

3.6. 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.

3.6.1. The ARARI ensures Fee-for-Service tuition fees are fair and equitable in relation to market pricing

- 3.6.2. 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
- 3.6.3. 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.
- 3.6.4. 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
- 3.6.5. The ARAI will ensure no fees or additional charges are not levied to students unless published on a Schedule of Fees.
- 3.6.6. Processes are in place for managing student grievances, disputes and administrative errors regarding student fees and refunds.
- 3.7. 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.

### **Schedule of Fees**

- 3.8. An ARARI Director must approve all Schedules of Fees.
- 3.8.1. Schedules of Fees must be published on the ARARI compliance pages of the ARA website following the contract conditions related to the supply of government-subsidised training.
- 3.8.2. Also see item 3.6.5

### **Informing Students**

- 3.9. Students will be provided information about training course fees in the Participants Handbook during ARARI's enrolment pre-screening session, following enrolment and admission policy and procedures. The process informs prospective students about:
- Government-subsidised training options
  - Entry requirements regarding compulsory co-contribution fees
  - Requirements to determine eligibility for funding and concessional or fee exemption eligibility.
  - Payment plan options
  - Processes for managing student grievances, disputes and administrative errors about student fees and refunds.

### **Fee Collection**

- 3.10. Course fees can be collected upfront, or a payment plan can be negotiated and based on course progress
- 3.11. In accordance with The Standards for RTOs (2015), clause 7.3:
- 3.11.1. The RTO will not collect more than \$1,500 of any course fee before the commencement of a course.
- 3.11.2. Where a course cost is greater than \$1,500, the payment of fees will be scheduled throughout the duration of the course.
- 3.12. Direct electronic transfer is the preferred mode of payment.
- 3.13. The ARA Finance department will keep course fees and payment records for three years.

- 3.14. 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.
- 3.14.1. 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.
- 3.14.2. The ARARI reserves the right to suspend the provision of training and other services until fees are up to date.

### **Payment Plan**

- 3.15. An ARARI Director (or their delegated employee) is responsible for approving ARARI fees and payment plan schedules.
- 3.15.1. Failure to meet a payment schedule arrangement will suspend the student's training until the matter is resolved.
- 3.15.2. 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.

### **Government-subsidised funding**

- 3.16. If a student is determined as eligible for government-subsidised training allowances or exempt from co-contribution fees of any kind, the evidence must be retained to confirm that the student addresses the specific eligibility criteria.
- 3.16.1. Evidence gathered solely for determining eligibility for government-subsidised funding is securely held until no longer needed following the ARARI's student handling and record management processes.
- 3.16.2. Handling student information and records management policy documents will be maintained and updated on the ARARI policies and procedures pages of the ARA website.

### **Refunds and Deferrals**

- 3.17. The ARARI Student Service department is your first point of contact regarding withdrawal and refunds.
- 3.18. 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.
- 3.18.1. A refund is not guaranteed to students or relevant stakeholders after they have commenced their training program.
- 3.18.2. 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.
- 3.18.3. A refund payment cancels a student's enrolment and ongoing participation in a training course.
- 3.18.4. 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.
- 3.18.5. A fee reduction may apply when there is a change in government-subsidised training.
- 3.19. If fees have been paid by a third-party, then refunds will be payable to that third party.
- 3.20. 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.

3.21.

Cooling-off period for sale of goods and services

3.22. 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.

3.22.1. 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.

3.22.2. Students who cancel their enrolment after a confirmed training course 'start-date' will not be entitled to a refund of their fees.

- 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
- The ARARI Directors or CEO (or their delegate) 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

3.23. If a student cannot complete an off-the-job (classroom setting) training course, they may be eligible for a refund of tuition fees.

3.23.1. The ARARI has special considerations for students participating in ARARI's dedicated employment pathways program, Retail Ready.

- Please see Schedule One of this Policy

3.23.2. If the student withdraws before the confirmed training course' start date'.

3.23.3. 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.

3.23.4. Tuition fees may be:

- transferred to the next available course where applicable, or
- a refund of unused course fees will be issued.

3.23.5. This decision of assessing the extenuating circumstances rests with an ARARI Director and shall be assessed on a case-by-case basis

3.24. If a student cannot complete an on-the-job (work-based setting) training course, they may be eligible for a refund of tuition fees.

3.24.1. An ARARI Director shall refund payments payable on traineeship enrolments on a case-by-case basis.

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

3.25.1. 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.

3.26. 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

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

3.27.1. Students will be given the option to:

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

3.27.2. 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.

3.28. 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.

3.29. 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.

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

### **Appealing refund decisions**

3.30. 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.

3.31. 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.

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

### **Applying for government-subsidised training places**

3.33. An application for admission to a government-funded course must be made prior to the commencement of a training course.

- 3.33.1. Failure to process an application for a subsidies training place within the timeframe prescribed by the ARARI may result in the suspension of the student's training unless a fee for service arrangement is agreed to by the student, stakeholder and the ARARI.
- 3.33.2. 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.



#### 4. Procedures - Fee arrangements and refunds

Payment plan	Responsibility
<p><b>Applying for a payment plan or deferral of course fees</b></p> <p>4.1. Any student wishing to apply for a payment plan, or a deferral of payment must submit a written request by email: Prospective students: <a href="mailto:training@retail.org.au">training@retail.org.au</a></p>	Student
<p><b>Processing a request</b></p> <p>4.2. ARARI will take the following steps to assess an application payment plan or deferral of course fees</p> <p>4.2.1. A member of the ARARI Student Services (Administrators) will assess the request.</p> <p>4.2.2. If authorised as a valid request by the ARARI Student Service Administrator, it is sent to the Finance Department.</p> <p>4.2.3. A member of the Finance Department designs a payment plan schedule and forwards it to an ARARI Director (or their delegated employee authorised to approve schedules).</p> <p>4.2.4. Notify the student of their obligations to meet scheduled payment plan events ss detailed in Item 3.14.1 and 3.14.2 of this Policy</p> <ul style="list-style-type: none"> <li>• Failure to meet a payment schedule arrangement will suspend the student's training until the matter is resolved.</li> <li>• 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.</li> </ul>	ARARI Directors ARARI RTO Administrators ARA Finance Department
Applying for a refund	Responsibility
<p><b>Submitting an application</b></p> <p>4.3. Any student wishing to apply for a refund must complete a <b>Refund Application Form</b> available by:</p> <ul style="list-style-type: none"> <li>• Contacting ARARI Student Services</li> <li>• Accessing the ARARI policies and procedures on the ARA website</li> </ul> <p>4.4. This form must be completed in conjunction with a <b>Withdrawal or Deferral Form</b></p> <p>4.5. Submit the applications to:</p> <p><u>Apply to:</u></p> <p>ARA RI RTO Student Services by email:</p> <p>Prospective students: <a href="mailto:training@retail.org.au">training@retail.org.au</a>            Current students: <a href="mailto:students@retail.org.au">students@retail.org.au</a></p>	Student

<p><b>Processing and application</b></p> <p>4.6. ARARI will take the following steps to assess an application for a refund:</p> <p>4.6.1. Processing an application will be within 14 days after being received.</p> <p>4.6.2. If the student is entitled to a refund, an ARARI Student Services department administrator is required to process the refund payment as required.</p> <p>4.6.3. Payment of a refund cancels a student's enrolment.</p>	<p>ARARI RTO Administrators</p> <p>ARA Finance Department</p>
<p><b>Payment of GST</b></p>	
<p><b>GST is exempt under section</b></p> <p>4.6.4. GST is exempt under section 38-85 GSTR 2003/1 Goods and Services Tax, tax ruling.</p> <p>4.6.5. The ruling explains the supply of a course for 'professional or trade course' is a GST-free education course.</p> <p>4.6.6. For more information, visit the ATO website: <a href="http://law.ato.gov.au/atolaw/view.htm?docid=GST/GSTR20031/NAT/ATO/00001">http://law.ato.gov.au/atolaw/view.htm?docid=GST/GSTR20031/NAT/ATO/00001</a></p> <p>4.6.7. Where a student is enrolled in a course offering NRT competencies or a whole qualification, the course fees attached to this enrolment will be exempt from the payment of GST.</p> <p>4.6.8. 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.</p>	

## Schedule One

Special arrangements for ARARI programs where students access government-subsidised training allowances.

### New South Wales – Smart and Skilled (S&S)

#### Fee arrangements

4.7. NSW Smart and Skilled subsidised training related to the program Retail Ready offering full or part qualification programs, or skill sets as determined by funding allowances administered by NSW State Training Services offices.

4.7.1. Students are required to pay a mandatory course fee which is categorised as a concessional or non-concessional rate - if they are not eligible for fee exemption.

- For more information about fees, go to: [www.nsw.gov.au/education-and-training/vocational/funding/smart-skilled-fees](http://www.nsw.gov.au/education-and-training/vocational/funding/smart-skilled-fees) & [www.education.nsw.gov.au/skills-nsw/students-and-job-seekers/low-cost-and-free-training-options/disadvantaged-students](http://www.education.nsw.gov.au/skills-nsw/students-and-job-seekers/low-cost-and-free-training-options/disadvantaged-students)
- All fees are maintained and updated on the ARARI compliance pages of the ARA website.
- Eligible students participating in a subsidised traineeship are exempt from course fees.

#### Refund

4.8. Students participating in an off-the-job training course (classroom setting) may be eligible for a full refund of S&S-related course fees:

4.8.1. If they have cancelled their enrolment before a training course before a confirmed 'start date'.

4.8.2. If they have not attended training for three (3) consecutive days, from Day 1 to 3 of a course's confirmed 'start date'.

4.8.3. If the student withdraws on Day 3 of a course's confirmed 'start date'.

4.8.4. If the student withdraws from a training course at the start of Day 4 of a course's confirmed 'start date' or any day after, whether they have or have not recorded evidence of participation at any competencies throughout the training course's scheduled activities.

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## All other Commonwealth and state government funding arrangements and Fee for Service (FFS).

### Fee arrangements

4.9. All other Commonwealth, state or territory government-subsidised training related to NRT courses are listed on the ARA Scope of Registration. Including but not limited to the following:

**Table 1**

Program	Training setting - Audience	Training course
Employment pathways – Retail Ready jobs Program	Off-the-job training (Classroom settings) - jobseekers	Certificate 2 level Qualifications or Skill set
Career pathways	On-the-job training (work-based) –trainee/employed	Certificate 3 level full quals or higher
Professional development	Off-the-job training (Classroom) – employed	Certificate 2 level Qualifications or higher or Skill set.

- 4.9.1. In government jurisdictions where the ARA is a supplier of subsidised training, a compulsory participant co-contribution tuition fee may be payable on enrolment.
- In addition, the fee may be charged as a concessional rate as a benefit to lower the tuition fee. Students must provide acceptable evidence of their concessional status when finalising an enrolment into a training course.
- 4.9.2. If students have been assessed as eligible for funding and their co-contribution fee exempt (free), the evidence must be retained, based on each individual fee-free program, to confirm the student addresses the specific eligibility criteria. This applies to students accessing training through the following government funding pathways:
- QLD Skills Assure Supplier
  - VIC Skills First
  - Any other government agreements where the ARA is entered into a contract allowing them to supply public-subsidised training after the release date of this Policy version.

For more information about QLD SAS fee requirements, exceptions, or exemptions; go to: [https://desbt.qld.gov.au/\\_data/assets/pdf\\_file/0006/12012/sas-evidence-guide.pdf](https://desbt.qld.gov.au/_data/assets/pdf_file/0006/12012/sas-evidence-guide.pdf)

For more information about Skills First fee eligibility requirements go: <https://www.vic.gov.au/vet-funding-contracts?> And select the current year's guidelines about determining student eligibility and supporting evidence.

4.10. Where students are not eligible for government-subsidised training a Fee-for-Service (tuition fee) is applied as a cost arrangement.

### Refund

4.11. Students participating in an off-the-job training course (classroom setting) may be eligible for a full refund of any course fees if enrolled in ARARI's dedicated employment pathways program Retail Ready: (Also refer to Table 2.)

- 4.11.1. If they have cancelled their enrolment before a training course before a confirmed 'start date'.
- 4.11.2. If they have not attended training for three (3) consecutive days, from Day 1 to 3 of a course's confirmed 'start date'.
- 4.11.3. If the student withdraws on Day 3 of a course's confirmed 'start date'.
- 4.11.4. If the student withdraws from a training course at the start of Day 4 of a course's confirmed 'start date' or any day after, whether they have or have not recorded evidence of participation at any competencies throughout the training course's scheduled activities.

**Table 2**

Outline of Refund Arrangements – Retail Ready		
Withdrawal before the agreed start date		Full refund
Withdrawal after course commencement	The student has three days of continuous absence at the start of a course (this is considered abandonment and not commenced)	Full refund
Note: A student must attend training by the commencement of Day 3 of a scheduled course to be considered commenced in a course.	Student withdraws on Day 3 of commencement of scheduled course (considered not commenced)	Full refund
	Student withdraws on commencement of Day 4 of a scheduled course (considered commenced)	No refund (and note and any outstanding fees associated with the enrolment are still payable)

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