

Fees & Charges Policy & Procedure



Purpose

This Policy and Procedure is intended to ensure that all students training with VFA Learning have accurate and timely information regarding all fees and charges associated with their chosen course. The VFA Learning Fees and Charges Policy and Procedure sets out to ensure the following principles are adhered to:

- **Transparency** – all fees and charges are transparent and students have access to the necessary information to make informed decisions regarding their training.
- **Accessibility** – equitable access to publicly funded training (where eligible).
- **Procedural fairness** – fair and just procedures for the administration of all fees and charges, including protection for students in the event that VFA Learning ceases to provide a course of study in which a student is enrolled.

This Policy and Procedure also wishes to provide detail on how VFA Learning protects student fees.

Policy

VFA Learning adheres to all regulatory and statutory requirements about Fees, or any subsequent relevant directions, in regards to the imposition and collection of tuition fees and other fees for government subsidised and fee-for-service training, together with financial and accountability requirements with regards to student fees.

VFA Learning makes readily available on its website its' annual indicative fees for government subsidised, VET Student Loan program and fee-for-service training for each course/qualification it offers and never uses any fee amount until the amount is published on its website. VFA Learning also provides a copy of the indicative fees to applicants through its Application process. Final fees and charges are determined on a case by case basis and the applicant will receive a copy of their final fees and charges, including an itemised account and what proportion the student is eligible to receive either government subsidized training and/or be supported through a VET Student Loan (subject to meeting all eligibility and suitability criteria) in a Statement of Fees (refer below).

All reference to published fees include the relevant caveats as specified in the applicable government Contracts, and outlined below against the various programs.

VFA Learning will not retrospectively change or adjust the tuition fee of an enrolled individual.

VFA Learning course fees cover:

- Tuition fees;
- Course learning and assessment materials;
- Conduct of assessments and
- All other materials used to deliver the courses.

Procedure

Based upon the calculation of fees and charges for individual students, the process may vary from student to student. The following procedures detail the steps required in every case, regardless of available funding, loan eligibility and suitability, concessions or fee-for-service payments.

As part of the application process and when the fees are discussed, VFA Learning ensures that the prospective student understands that the fees are not part of the tuition; the purpose of the fees; the total course liability to be

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incurred as when as when and how the fees are to be paid. The applicant acknowledges their understanding through signing against the relevant Clause on the VFA Learning *Application Form*. This is reinforced and further clarified if required at the time of the student's enrolment, with the student once again, required to verify their understanding through signing against the relevant Clause of the VFA Learning *Enrolment Form*.

1. General Requirements for Calculation and Levying of Fees

- 1.1 For each enrolment in a course or qualification, VFA Learning will calculate a tuition fee on the basis of an amount for each scheduled hour of training which a person enrolls in at that time. If a course is undertaken partly in one year and partly in a second or subsequent calendar year, tuition fees shall be calculated according to the fees applicable when the training is to be undertaken.
- 1.2 VFA Learning will supply each individual with a Statement of Fees, being an itemised list of all fees and materials, and any other charges incurred as a requirement for the course, prior to enrolment. The Statement of Fees will clearly indicate the actual tuition fee per scheduled hour that the individual is being charged.
- 1.3 VFA Learning will not charge tuition (or other) fees for an enrolment for which funding has been provided directly or indirectly by the Commonwealth Government and where a condition of the funding prohibits the imposition of a tuition or other fee.
- 1.4 Where relevant, prior to the commencement of training, VFA Learning will sight and retain copies of all documentation demonstrating an individual's eligibility for the tuition fee waiver/exemption granted for audit or review purposes and to meet record keeping requirements as required.
- 1.5 Course fees are discussed with the client during the pre-training consultation.
- 1.6 VFA Learning does not require fees to be charged for:
 - a) assessments to determine whether a student is academically suited to undertake a course;
 - b) applying for enrolment, or enrolling in, an approved course.

2. Fees Paid in Advance

- 2.1 Prior to commencement of a course, VFA Learning cannot accept payment of more than \$1,000 from a student. Following course commencement VFA Learning can collect further fees in advance if at any time the total amount paid for services yet to be delivered does not exceed \$1,500. This means:
 - Students enrolled in fee for service or government funded training may be affected depending upon their choice of payment method; and
 - Fee for service students and/or government funded students that are put on Debit Success will not be affected as they pay their qualification off over the duration of the course.
 - Students who do not want to be put on a payment plan (a payment plan should be the only option initially presented) need to do the following:
 - Pay \$1,000 on enrolment
 - Pay \$500 on the first class
 - Pay the remainder of the course fee on a class date that lines up with 60% course completion.

3. Preparing the Statement of Fees

- 3.1 The issuance of a Statement of Fees (SOF) is a requirement under both national and state regulatory authorities. Each student who enrolls into a course/qualification will receive a Statement of Fees.
- 3.2 The Statement of Fees lists the units being delivered within a qualification, the start and end date of each unit, and the nominal hours multiplied by the hourly rate. It includes the total cost of the course plus any other fees incurred (for example Student Levy and Materials).
- 3.3 Once completed, a copy is printed for the student's file and a copy is emailed to the student with the 'acceptance letter'.

4. Statement of VET Tuition Assurance

- 4.1 Under the provisions of Division 4 of the VET Student Loans Act 2016 (the Act), VFA Learning must comply with the VET Tuition Assurance requirements for all approved VET Student Loan Program courses. This is to protect VET students in the unlikely event that VFA Learning ceases to provide a VET course of study in which a VET student is enrolled.
- 4.2 The meaning of 'ceasing to provide a VET course of study' is set out in the Act.
- a) In the event that VFA Learning ceases to provide a VET course of study before it is completed in which a VET student is enrolled, ACPET (being VFA Learning's tuition assurance operator) will offer the VET student a place in a similar VET course of study (the replacement course) with a Second Provider without any requirement to pay the Second Provider any VET tuition fee for any replacement VET units (this is known as the "VET Course Assurance Option");
 - b) To be considered a replacement course the course must meet the following requirements:
 - a replacement course must lead to the same or a comparable qualification as the original course;
 - the mode of delivery of a replacement course must be the same as the mode of delivery of the original course;
 - the location where the replacement course for a student is primarily delivered must be reasonable, having regard to the costs of, and the time required for, the student's travel;
 - a student who enrolls in a replacement course:
 - o will not incur additional fees that are unreasonable; and
 - o will be able to attend the replacement course without unreasonable impacts on the student's prior commitments.
 - c) A student may seek review of a decision about whether or not a course is a replacement course that meets the above requirements.
 - d) a student who accepts the offer of a replacement course:
 - (i) will not be required to pay the replacement provider for the replacement components of the replacement course; and
 - (ii) will receive course credits for parts of the original course successfully completed by the student;
 - e) the tuition fees for remainder of the replacement course may be different from the fees payable for the original course;
 - f) the student will have a period of 6 months in which to accept the offer;

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- g) ACPET may extend that period of 6 months in circumstances that justify an extension;
- h) In line with VFA Learning's Student Withdrawal and Refunds Policy and Procedure, if there is no suitable replacement course for a student, the student's FEE-HELP balance will be re-credited for the affected parts of the original course;
- i) If a student enrolls in a course that is not a replacement course, the student:
 - (i) may be required to pay additional tuition fees; and
 - (ii) might not receive the course credits the student would have received if the student had enrolled in a replacement course.

4.3 VFA Learning has met the VET Tuition Assurance requirements as specified in the Act through its current membership of the ACPET ASTAS-VET. Contact details for ACPET are:

VIC Executive Officer
Australian Council for Private Education and Training (ACPET)
Suite 101, Level 1
126 Wellington Parade, East Melbourne, Vic, 3002
Ph: (03) 9412 5900 fax: (03) 9416 1895

4.4 For the purposes of VET Student Loan approved courses, all courses offered by VFA Learning in accordance with the course requirements of the Act are covered by the ACPET ASTAS-VET ('the Scheme') as part of VFA Learning's membership of the Scheme.

4.5 As per section 52 of the Rules '*Information about events that affect the provider*', if VFA Learning becomes aware of any events, as detailed in Item 1, VFA Learning will notify ACPET, in writing, within 2 business days of the event occurring.

4.6 As per section 53 of the Rules, if VFA Learning ceases to provide a VET course of study covered under the TAS arrangement, VFA Learning will notify ACPET within 24 hours in writing as well as the students within 2 days in writing.

4.7 Within 7 business days after notifying students, VFA Learning will hold a meeting with both the students and ACPET at a location where the course was mainly delivered.

4.8 VFA Learning also commits to updating its website as soon as is practical to reflect that the approved course is no longer being provided including adding the details of ACPET, as its TAS operator.

4.9 ACPET will send a VET student enrolled in the VET course of study a Written VET Tuition Assurance Offer (the Offer) advising the VET student of the options available under the VET tuition assurance requirements. The Offer will include directions that the VET student must follow in order to notify ACPET of the choice they have made for each affected VET unit. ACPET will provide this Offer within twenty Business Days after it knows, or should know by reasonable enquiries that the VFA Learning has ceased to provide the VET course of study.

4.10 A VET student will be presented with the following options:

a) The VET Course Assurance Option:

Under the VET course assurance option, a VET student will be offered a place in a similar VET course of study by ACPET. If the VET student accepts this option, ACPET will make all necessary arrangements to ensure a VET student is able to enrol with the Second Provider in the similar VET course of study. This offered VET course will lead to the

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same or a comparable qualification without any requirement on the part of the VET student to pay the Second Provider any VET tuition fee for any replacement VET units (that is, units that the VET student had commenced but not completed because the VET course ceased to be offered). A VET student will receive full credit from the Second Provider for any VET units of study successfully completed at VFA Learning.

The Second Provider nominated by ACPET may have different VET tuition fees to the fees the VET student would have paid for VET units of study which were part of the VET course of study the VFA Learning ceased to provide but which the VET student had not yet started studying.

A VET student is not obliged to enrol in a VET course of study with a Second Provider offered by ACPET under the VET Course Assurance Option. However, if he/she enrolls with any other VET provider there is no obligation on that VET provider to offer full credit transfer for the VET units of study completed with the VFA Learning or to offer replacement VET unit/s free of charge.

OR if there is no suitable course replacement available to the student:

b) The VET Tuition Fee Repayment Option

Under the VET Tuition Fee Repayment Option, ACPET undertakes to pay the VET student the total of any up-front VET payments already paid by the VET student for any VET units of study the VET student has commenced but not completed because the VET course ceased to be offered. VET students selecting this option will also have their FEE-HELP balance re-credited for the effected parts of the original course.

4.11 In instances where VFA Learning ceases to offer a course, it will ensure that the impacted students will receive credit transfer in a replacement course through issuing Statements of Attainment for part of the course successfully completed.

4.12 VFA Learning publishes detail of its Tuition Assurance Scheme arrangement through its Student Handbook and through publishing this Policy and Procedure on its website.

VFA Learning as a replacement course provider

In the event that VFA Learning becomes a student replacement course provider, VFA Learning will ensure that:

- any student enrolled in a replacement course will receive course credits for parts of the original course, successfully completed by the students as evidence by receipt of a Statement of Obtained issued in accordance with the Australian Qualifications Framework, and
- students will not be charged tuition fees for replacement components of replacement course.

5. VET Student Loan Program

5.1 All approved VET Student Loan enrolled students will receive a Statement about their covered fees, titled '*VET Student Loan Statement of Covered Fees*'. This Statement is provided after the student enrolls and prior to the first census date and at the same time that the Student Loan Fee Notice for the first part of the course is issued.

5.2 VFA Learning will provide all students who are enrolling in a VET Student Loan approved course, with an Invoice Notice at least 14 days prior to each census date. The Invoice Notice will contain information about the course, student identification number, costs of VET units of study, census dates and withdrawal rights and obligations. The Invoice Notice will ensure students are aware of the loan commitment should they continue with their enrolment past the census date. All students will be emailed the Invoice Notice to their nominated email address.

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- 5.3 VFA Learning will provide students who are requesting VET Student Loan assistance, with a Commonwealth Assistance Notice (CAN) within 28 days after the census date. This will inform students of the debt they have incurred. Students will only receive this notice if they did not withdraw on or before the census.
- 5.4 VFA Learning reasonably proportions its tuition fees and no tuition fee is paid outside of a fee period for a course.
- 5.5 For any course which is eligible for the VET Student Loan scheme, VFA Learning may charge a fee for Recognition of Prior Learning only if an individual enrolls in a unit of study designated for recognition of prior learning.
- 5.6 VFA Learning is obligated to advise the department immediately in the event that a student does not want to use the VET Support Loan to pay tuition fees for a particular part of the course.
- 5.7 VFA Learning commits to the provision of a list of fees including tuition fees charged for each course to the department and be updated whenever there is a change to the fees charged.

6. Skills First Program (Vic)

The VFA Quality Training & Assessment Policy and Procedure is designed to meet the following requirements of the Skills First funding contract (2017);

VFA Learning will report to the Commission all tuition fee waivers/exemptions granted by the RTO in accordance with the fee concession reporting requirements outlined in the Victorian VET Student Statistical Collection Guidelines as issued by the Commission from time to time.

- 6.1 Concessions - VFA Learning retains a copy of all documentation demonstrating an individual's eligibility for the fee concession granted for audit purposes and to meet the record keeping requirements of the Guidelines about Fees and reports all concessions granted to Eligible Individuals to the Commission in accordance reporting requirements outlined in the Victorian VET Student Statistical Collection Guidelines. VFA Learning will exercise reasonable judgement where a prospective student is not able to produce appropriate proof of concession prior to the commencement of training, allowing students a one week grace period to provide their proof of concession. This arrangement must be noted on the enrolment form by the applicable career consultant.
- 6.2 Fee waivers/exemptions - VFA Learning will apply fees as per Fees Guidelines to students referred under specific cohorts (refer to Eligibility Guidelines and Funding Contract for definitions). A copy of the Referral form must be retained on the student's file. The original is to be returned to the individual. On enrolment, a copy of this form must also be returned to the referral agency.
- 6.3 Job Seeker Referral Forms must be completed, copied for the student file and the original must be returned to the Jobactive and a copy sent to the Job Seekers referring agency.
- 6.4 VFA Learning will not charge a tuition fee to an Eligible Individual who is a prisoner from the Judy Lazarus Transition Centre or a young person required to undertake a course of study pursuant to a community-based order. Written confirmation that the Eligible Individual meets the requirements of Clause 5.11 from either the management of the Judy Lazarus Transition Centre; or the relevant Youth Justice Unit of the Department of Human Services must be received and kept on the student file.

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- 6.5 Young people on Community Based Orders. VFA Learning will not charge a tuition fee for enrolment by an individual who is required to undertake the course pursuant to a community-based order made under the Children, Youth and Families Act 2005. VFA Learning will retain a copy of written confirmation that the individual meets the requirements of clause from the relevant Youth Justice Unit of the Victorian Department of Human Services
- 6.6 Should exceptional circumstances arise, the Academy Manager can complete a *Special Circumstances Fee Application form* for reduced fees or a fee waiver. This is to be sent to the Director of Operations for approval. If approved, then the supporting documentation is to be given to Compliance Manager to ensure that the appropriate funding model is reported.
- 6.7 Provide information to prospective students about course offerings, fees, support and the impact on the individual's Entitlement to Funded Training in accordance with Clauses 4.1 and 6 of Schedule 1;
- 6.8 Test any individual's eligibility for training subsidised through the Skills First Program and any relevant concession or exemption/waiver of tuition fees in accordance with Clauses 2, 3 and 6 of Schedule 1 and the Guidelines about Determining Student Eligibility and Supporting Evidence;
- 6.9 Levy fees, including applying any concessions, exemptions or waivers, including in accordance with Clause 6 of Schedule 1;

Schedule 1 – Part A

Clause 1.2 Prior to enrolment, the Training Provider must supply each Eligible Individual with a Statement of Fees that complies with Section 1 of the Guidelines about Fees.

Clause 1.5 a) (The Training Provider must publish in a prominent place on its website) standard fees for training subsidised through the Skills First Program for each course/qualification it offers under this VET Funding Contract. This information must be kept up to date and include the following caveat: 'The student tuition fees as published are subject to change given individual circumstances at enrolment';

Clause 1.5 b) (The Training Provider must publish in a prominent place on its website) details of any other fees including student services, amenities, goods or materials;

Clause 6.1 The Training Provider must adhere to:

- a) the requirements set out in the Guidelines about Fees as issued by the Department and updated from time to time; and
- b) any subsequent relevant requirements set out in:
 - i) a Contract Notification; and/or
 - ii) orders or regulations pursuant to the Act or the National Act,with respect to the amount, imposition and collection of tuition fees and other fees for government subsidised training and financial and accountability requirements with regards to student fees (Fee Requirements) as if they were set out in this VET Funding Contract.

Clause 6.2 To the extent of any inconsistency between Fee Requirements referred to in Clause 6.1:

- a) Fee Requirements set out in any subsequent Contract Notification or subsequent orders or regulations pursuant to the Act or the National Act take priority over Fee Requirements set out in the Guidelines about Fees; and

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Related Documents

POLICY AND PROCEDURE Recognition of AQF Qualifications

FORM Application and Enrolment Form

TEMPLATE Statement of Fees

TEMPLATE VET Student Loan Invoice Notice

TEMPLATE Commonwealth Assistance Notice (CAN)

FORM Special Circumstances Fee Application

Responsible Officer

The responsible officer for the implementation and training of this Policy and Procedure is the Manager, Contracts and Compliance.

Publishing details

Document Name	Fees & Charges Policy & Procedure
Approved by	Manager, Contracts and Compliance
Date of Approval	01 February 2017
Student Experience Framework Stage	Nurture and Nourish
Student Experience Framework Step	Payment of Fees & Charges
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