

1. Aim

Avante Education is committed to ensuring that its processes for administering fees, charges and outlining the conditions of refund are fundamentally based on the requirements of the law, regulations and contractual agreements which externally govern its operation. The Consumer Law, the Standards for Registered Training Organisations (SRTOs 2015) and the VET Funding Contract outline the parameters in which Avante Education can administer fees, charges and conditions of refunds.

Avante Education seeks to comply with Standard 5, clause 5.3, Standard 7, clause 7.3 of the SRTOs 2015 VET Standard Funding Contract under the Skills First Program and the 2019 Guidelines about Fees Version 2.0 and the Australian Consumer Law in relation to the collection and determination of fees, and charges and the circumstances in which a refund can be granted.

2. Purpose

The purpose of the Fees, Charges and Refund policy is to outline the frame of how Avante Education will determine and collect its fees, charges for its products and services and inform individuals of its fees, charges and conditions of refunds prior to enrolment and in accordance with the aims of this Policy and guiding principles.

3. Scope

The scope of this policy is relevant to prospective and current learners (both Victorian government subsidised and fee for service), employers, stakeholders and Avante Education staff associated in the collection and administering of fees, charges and refunds. Individual roles are further defined in clause 7. Avante Education Responsibilities.

4. Policy Statement

It is a requirement of this policy to ensure that fees & charges are determined based on the Avante Education obligations under the Guidelines about Fees, the VET Funding Contract and SRTOs 2015 and that the fees, charges and conditions of refund are provided or directed to individuals prior to enrolment. Furthermore, the conditions in which a refund is applicable for must satisfy the requirements of the Australian Consumer Law, the VET Funding Contract and SRTOs 2015 which form the aims of this policy and guiding principles.

5. Definitions

Concession Eligibility Criterion refers to the criteria in which an individual is eligible for a concession fee under a Skills First Program at Certificate IV or lower associated with government subsidised training. For an individual to be eligible for a concession the individual must hold a current and valid:

- Commonwealth Health Care Card;
- Pensioner Concession Card; or
- Veteran's Gold Card; or
- an alternative card or concession eligibility criterion approved by Skills Victoria.
- a young person pursuant to a community based order made under the Children, Youth and Families Act 2005
- from the Judy Lazarus Transition Centre (as a prisoner within the meaning of the Corrections Act 1986).

Refund refers to the process of returning funds paid by an individual under the conditions outlined in the Fees, Charges & Refund policy.

Indigenous Completions Initiative refers to a program under the VET Funding contract which requires Avante Education to charge the concession fee to individuals who enrol in any course level and who self-identify as being of Aboriginal or Torres Strait Islander.

Administration, Resource and Material Fees refers to Administration, resource and material charges that may include but are not limited to:

- Non-refundable Enrolment fee
- Booking fee (if applicable)
- Learning resources essential for the course
- Uniform garments mandatory in some work-placement programs (e.g. Beauty Therapy Tunic)
- Items which are consumable or transformed by the learner during the course
- Text books
- Photocopying, re-issuing of receipts, copies of academic reports
- Transfer to another course
- Additional copies or re-issue of qualifications and academic transcript
- Late marking or assessment re-sit fees.

Additional fees and charges Refers to any fees and charges as published in Schedule 1 attached

Cancellation/Withdrawal is made when a learner formally requests to cancel/withdraw from their Program using the formal Cancellation/Withdrawal Form.

Credits refers to Pre-payments, scholarships, waivers and amounts transferred from one course to another will be credited to the learner's/ payee's account.

Institute course deferment or cancellation refers to the instance in which Avante Education defers or cancels a program or date of the commencement of a program.

Fee for Service refer to the rates applied to individuals who are not eligible for governed subsidised funding.

Payment arrangements refer to how payments have been arranged between Avante Education and an individual in terms of how and when payments are made. Payments are aligned to courses and may vary depending upon factors such as length of course, learner cohort, government contract guidelines etc.

Payment methods refers to the way in which an individual can make a payment to Avante Education in relations to the products and services it provides. Payments can generally be made by EFTPOS, money order, direct bank deposit, credit card bank, cheque or personal cheque (funds must be cleared before the date the learner commences the course or next unit).

Special circumstances are generally those beyond the control of the learner and which have an impact upon the learner's course progress or wellbeing. These could include, but are not limited to:

- Serious illness or injury, where a medical certificate states that the learner was unable to attend classes.
- Bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided).
- Major political upheaval or natural disaster at the home and has impacted on the learner's studies.
- A traumatic experience that has impacted on the learner which could include involvement in, or witnessing of a serious accident or witnessing or being the victim of a serious crime. Such cases supported by police or psychologists' reports.
- Where Avante Education is unable to offer a pre-requisite unit.
- Avante Education cancels or changes the agreed start date for the course/workshop/short course/unit(s).

Statement of Fees refers to a schedule which includes an itemised list of all fees and materials required is provided to each candidate within the Offer to Enrol and Enrolment Acceptance Agreement prior to enrolment. The Statement of Fees indicates the actual tuition fee that the learner is to be charged.

Single and Teenage Parents Training Initiative refers to the program under the VET Funding contract which applies specific tuition exemption criteria for individuals classified as eligible under this category.

6. Policy Principles

Guiding Principles

Avante Education have identified the following moving parts as the guiding principles which form the Fees, Charges and Refund Policy:

- 6.1 Notification of Fees and Charges
- 6.2 Administration, Resource and Material Fees
- 6.3 Agreement to Fees, Charges and Conditions of Refunds
- 6.4 Payment Arrangements
- 6.5 Non-Payment of Fees
- 6.6 Debt Recovery
- 6.7 Government Subsidised Training Fees
- 6.8 Government Subsidised Training Concessions and Exemptions
- 6.9 Fee-for-Service Fees & charges
- 6.10 Non-Accredited Training Fees
- 6.11 Refund based on Institute course deferment or cancellation
- 6.12 Refund based on learner Request
- 6.13 Conditions of Refund
- 6.14 Refund Recordkeeping
- 6.15 Retention of Records, auditing and reporting
- 7.0 Avante Education Responsibilities

6.1 Notification of Fees, Charges and Refunds

- a) It is a requirement of this policy that fees, charges and conditions of refunds are advised to prospective learners prior to enrolment.
- b) In support of clause 6.1(a) Avante Education must be satisfied that the prospective learner was provided a hardcopy or referred to an electronic copy of the Fees, Charges and Refund policy prior to enrolment.
- c) Sufficient evidence must be available upon request in relations to the requirements outlined in clause 6.1(b).
- d) It is a requirement of this policy, that the Fees, Charges & Refund Policy is made publicly available.
- e) It is a requirement of this policy, that Avante Education sets fees for Vocational Learning Programs associated with government funded training and that the fees are prominently published on the website.
- f) In addition to clause 6.1 (e), fees must include all other fees includes student support, amenities fees, fees for goods, services or material and administration fees.
- g) Where fees, charges and refunds apply to a Vocational Learning Program (Program) are associated with government funded training Avante Education must ensure that prospective learners who are eligible under the State or Commonwealth Government funding are informed of the fees covered by funding.
- h) In support of clause 6.1 (e) it must be absolutely clear to the individual the fees covered by State or Commonwealth Government funding and any other applicable fees the individual or nominated payee are required to pay.
- i) Avante Education must ensure that prior to enrolment, the prospective learner is provided or directed to information containing the following:
 - Fees that must be paid to Avante Education
 - Payment terms and conditions
 - Learner's right to a refund for services not yet provided by Avante Education in the event Avante Education fails to provide agreed services or arrangement is terminated early.

6.2 Administration, Resource and Material Fees

- a) It is a requirement of this policy that any administration, resource and material fees applicable to a Program must be advised to the prospective learner prior to enrolment.
- b) It must be absolutely clear to the prospective learner any equipment/property purchased either separately by the prospective learner or paid for as part of resources fees.
- c) In the event, there are additional fees and charges which the prospective learner may not be required to pay unless they access the service, the prospective learner must be advised of these additional fees & charges prior to enrolment.
- d) All tuition, administration, resource and material fees associated with learners under a training contract and /or accessing government subsidised training must be based on State Government funding contractual agreements and Guidelines about Fees as applicable.

6.3 Agreement to Fees, Charges and Conditions of Refunds

- a) Prior to enrolment, Avante Education must supply a prospective learner with a statement of fees for Programs associated with government funded training to satisfy its requirements under the VET Funding Contract.
- b) Further to clause 6.3 (a), Avante Education must ensure the Statement of Fees includes:
 - Total quote of costs for the proposed Program
 - fee waivers/concessions (where applicable)
 - code, title and currency of the Program as published on the National Register
 - training and assessment and related education support services Avante Education will provide including
 - estimated duration
 - expected locations at which training and assessment will occur
 - expected modes of delivery
 - any work placement or practical arrangements
 - the hourly tuition fees for the individual taking into account fee waiver and concessions
 - approximate value of government contribution expressed in dollars
 - any other applicable fees as outlines in Clause 6.1 (f)
- c) In the event the Statement of Fees is provided electronically, Avante Education must be satisfied that the electronic versions include the following minimum requirements:
 - All the requirements specified in clause 6.3 (b)
 - Each prospective learner can clearly determine the fees relevant to their specific enrolment
 - The information is easy to find and easy for the prospective learner to understand
 - Prospective learner can print or email to themselves a document confirming their details and relevant fees for future reference.
- d) In addition to the requirements of clause 6.3 (a) (b) and (c), Avante Education must ensure it has mechanisms in place to provide evidence that a statement of fees was received by a prospective learner.
- e) Prior to enrolment, Avante Education must ensure a prospective learner formally agrees to the total course fees, payment terms and schedule of fees and any other associated fees and charges.
- f) In addition to clause 6.3 (a) a prospective learner must formally agree to have received the Fees, Charges and Refunds policy and be aware and agree to the conditions of refunds.
- g) Total course fees, payment terms and schedule of fees must be documented and endorsed by the prospective learner to formally agree.

6.4 Payment Arrangements

- a) Payment arrangements must be discussed and finalised with the prospective learners prior to enrolment.
- b) Irrespective of the availability and receipt of government subsidies by an employer, school, or student, it is a requirement of Avante Education that where tuition fees, administrative charges or other charges are applicable, these must be paid by the specified due dates on the tax invoice.
- c) Where a learner has taken out a loan to cover their fees and charges, the prospective learner must be made aware that this arrangement is separate from the payment arrangements between Avante Education and the learner.
- d) Learners/payees must make payments as per their agreed payment arrangements and set due time frames. Where a learner fails to make a payment, the learner will be subject to clause 6.5 of this Policy.
- e) Avante Education will allow the use of applying credit to a payees' account and must document the credit within the payment arrangement.
- f) Under no circumstances can total fees due prior to the commencement of training exceed \$1,500.00 for individual enrolments for services not yet delivered to ensure fee protection measure requirements are met.
- g) In addition to clause 6.4 (f) fees payable in installments must not exceed \$1500.00 in any one installment for services not yet provided to ensure fee protection measure requirements are met.

6.5 Non- Payment of Fees

- a) Where a learner/payee fails to pay all fees and charges by the due date the learner/payee must be deemed to be an Avante Education debtor.
- b) Avante Education upholds the right to issue a late payment fee of \$100.
- c) Where a learner/payee fails to pay the debt within 14 days of the original due the learner will be subject to one of the following circumstances:
 - suspension of the learner from attending or participating in the Program
 - loss of access to the Institute's resources, computer systems or online Program
 - inability to graduate or receiving certification/statement of attainment
 - termination of the enrolment which as a result cancels the learner from the Program
 - report a breach of a Training Contract (learners under a training contract).
- d) Where a learner is experiencing difficulty in paying their fees, the responsibility lies on the learner to advise Avante Education of such circumstances as soon as practical and advise the time period of difficulty.
- e) For the purposes of clause 6.5(d) Avante Education may be at the discretion to make alternative payment arrangements during the period of difficulty.
- f) Failing to disclose information that relates to fee payments in advance may result in the learner not being permitted back in class.
- g) Alternation to agreed payment arrangements cannot be granted without the formal approval of the Director.
- h) Where a learner's payment date becomes overdue and the learner has been absent from participation in agreed scheduled classes and has not formally withdrawn, the learner must be liable to pay the outstanding payments due.
- i) A I withdrawal form the learner must constitute as a formal termination of the enrolment by the learner and thus the learner is not permitted to pay remaining payments within the agreed payment arrangement.
- j) To avoid any doubt in clause 6.5 (i) the date the learner formally withdrew must be before the date of a payment due date to be omitted from making that payment.

6.6 Debt Recovery

- a) Fair and adequate recovery procedures must be in place to manage the collection and recovery of monies.

6.7 Government Subsidised Training Fees

- a) Fees must be calculated for each individual prospective learner based on an amount for each nominal hour of government subsidised training as determined by Avante Education in accordance with the relevant Guidelines about Fees.
- b) Other factors taken into consideration must include:
 - course type and category
 - RPL hours
 - Credit Transfers applied
 - eligibility for concessions and/or fee waivers.
- c) Calculated fees are applicable for Programs provided in the current calendar year and therefore further fees may be payable for Programs scheduled to continue into future calendar years and these must be levied in accordance with relevant guidelines (if applicable).
- d) Avante Education must ensure it has process in place to satisfy that the Statement of Fees is kept up to date and include the following caveat, *'The learner tuition fees as published are subject to change given individual circumstances at enrolment'*.

6.8 Government Subsidised Training Concessions and Exemptions

- a) Avante Education must allow concessions on learner fees for eligible learners enrolled in government subsidised training in accordance with the relevant Guidelines about Fees as a requirement of its VET Funding Contract.
- b) Avante Education must not charge more than twenty percent of the standard hourly fee charged for a non-concession government subsidised student in accordance with the relevant fee guidelines as a requirement of its VET Funding Contract.
- c) For enrolments in Programs at Certificate IV level and below, Avante Education must charge the concession fee to an individual or a dependent spouse or dependent child of an individual who meets the concession eligibility criterion.
- d) Under the Indigenous Completions Initiative, Avante Education must charge the concession fee to individuals who self-identify as being of Aboriginal or Torres Strait Islander.
- e) Under the Single and Teenage Parents Training Initiative, for enrolments in a Program at the Certificate II, III or IV level, Avante Education must charge the concession fee to an individual referred to them with a standard Single and Teenage Parents Training Initiative Referral Form.
- f) Avante Education must not charge a tuition fee for an enrolment by an eligible individual who is:
 - a young person pursuant to a community based order made under the Children, Youth and Families Act 2005
 - from the Judy Lazarus Transition Centre (as a prisoner within the meaning of the Corrections Act 1986).

6.9 Fee-for-Service Fees & charges

- a) A process must be established to ensure Fee for Service fees are calculated based on market value and the associated costs in delivering Fee for Service Programs.
- b) A process must be in place to ensure Fee for Service fees are payable in four to twelve installments depending on the number of applicable training sessions.
- c) Subsequent instalments must be due at least 7 days prior to each scheduled session date or the date on the Payment Agreement.

6.10 Non-Accredited Training Fees

- a) Learner fees and charges for non-accredited training must be payable in accordance with the terms outlined in the Offer to Enrol & Enrolment Acceptance Agreement.

6.11 Refund based on Institute course deferment or cancellation

- a) Avante Education must issue a full refund of all fees paid for services not yet provided in the event a Program is cancelled by Avante Education prior to a learner's commencement in the course.
- b) In the event of clause 6.11 (a), fees will be refunded or transferred to another course, at the choice of the individual.
- c) Avante Education must issue a pro-rata refund of learner fees paid for services not yet delivered in the event of Avante Education's closure or a mid-course cancellation. This must be calculated based on the proportion of training not provided or scheduled.
- d) In the circumstance outlined in clause 6.11 (c) refunds must not be issued in the event a learner missed scheduled training without prior approval/notice or where the cancellation date is after the final proposed assessment date.

6.12 Refund based on learner Request

- a) It is a requirement of this policy that Avante Education acts fair and reasonable in the application of refunds and may apply additional discretionary refunds in exceptional circumstances.
- b) Avante Education must establish a process for reviewing refunds requested by current learners.
- c) Receipt of a refund request will only be acknowledged as a formal request if the request has been made using the formal Request for Refund Form issued by Avante Education.
- d) Further to clause 6.12(c) the Request for Refund Form must be fully completed in order to be acknowledged as a formal refund and initiate the review process.
- e) Avante Education must establish a process to ensure learners and prospective learners are informed of how to request and lodge a refund.
- f) For learners to be eligible for a refund, Avante Education requests that a formal Request for Refund Form be provided to Avante Education within fourteen (14) days of formally withdrawing from the Program.
- g) In the event a formal refund is received by Avante Education in excess of the fourteen (14) day requirements, the refund must only be considered at the discretion and approval of the Director.
- h) Avante Education must only consider reviewing a request for refund where a formal request is supplied in addition to evidence to support the request. Failure on the learner's behalf to supply evidence will result in the refund not being approved.
- i) In addition to clause 6.12 (h) Avante Education must make an attempt to allow the learner to supply evidence to support the Refund Request Form within a reasonable timeframe to consider the request.
- j) Avante Education must ensure current learners are provided with an outcome to a refund request within ten (10) business days of receipt of the formal refund request.
- k) A prospective and/or current learner's eligibility for a refund must only be applied in accordance with the Fees, Charges and Refunds policy that was agreed upon by the learner at the time of accepting their offer to enrol.
- l) It is a requirement that all refunds must be approved by the Director or authorised delegate nominated by the Director.
- m) It is at the discretion of the Director to approve refunds external from the conditions of refunds as outlined in this policy due to grounds the Director reasonably believes an individual should be issued a refund.
- n) In the event outlined in clause 6.12 (l) the amount to be refunded is at the discretion of the Director.
- o) In the event a refund is approved, it is a requirement that the refunds are paid to the learner or the person who made the payment directly into the nominated bank account.
- p) Processing approved refunds must not take in excess of ten (10) business days to be inclusive of receipt in the nominated account unless another time-frame is advised by Avante Education to the learner.
- q) In all outcomes, Avante Education must advise the learner in writing the outcome of their request for a refund with reasons to support the outcome.

- r) Avante Education must acknowledge that the Fees, Charges and Refunds Policy and the availability of complaints and appeals processes, does not remove the right of the learner to take action under Australia's consumer protection laws.

6.13 Conditions of Refund

a) Avante Education must issue a refund in the event one of the following circumstances applies:

- i. A learner withdraws up to seven (7) days prior to the date of their commencement of the training.
- ii. Items received are damaged or falsely advertised. Evidence of such cases must be supplied by the learner and as a result the Administration and Material fees applicable will be refunded.
- iii. Avante Education may issue a full tuition refund or will issue a refund on a pro-rata basis based on services not yet provided, for a learner who has commenced a course, workshop/short course/unit(s) of study if one of the following events take place:
 - Learner falls under a special circumstances category in which Avante Education must issue a refund on a pro-rata basis for services not yet delivered.
- iv. Avante Education failed to provide pre-enrolment information to a learner prior to enrolment in accordance with the Avante Education Pre-Enrolment & Enrolment Policy clause 6.2 e & f and as a result the learner can be issued a refund. Excluding any non-refundable terms agreed upon.

b) Avante Education must not approve refunds in the following circumstances:

- i. Any fees marked as non-refundable within the Fees, Charges & Refunds Policy and formal agreement made between Avante Education and the prospective learner (if any).
- ii. To avoid doubt in clause 6.13 (b) i, the enrolment fee is non-refundable.
- iii. Tuition fees paid for services already delivered and the circumstances in Clause 6.11 or 6.12 do not apply.
- iv. Requests for refunds after a withdrawal date less than seven (7) days prior to commencement in training.
- v. Withdrawal from the course where circumstances in clause 6.11 or clause 6.12 do not apply. All payments made including payments which have become overdue while the individual was an active learner are non-refundable after the commencement of training. Learner will not be refunded for paid tuition fees paid for the course.
- vi. Administration, Resources and Material fees are non-refundable once items have been provided to a learner.
- vii. Payment fees once they become due as per payment arrangement and in line with the agreed training and assessment schedule. Learner will not be refunded or an overdue tuition fee will not be waived if the learner requests to withdraw from the course after the payment due date.
- viii. Avante Education has terminated the formal agreement between Avante Education and the Learner due to misconduct or a breach to the learner's obligations as a learner and has gone through the learner disciplinary process.
- ix. Learner failed to formally withdraw the Program or cancel their Program prior to course commencement and does not meet special circumstances or circumstances for approval under the 6.13 Conditions of Refund and has requested to be refunded on payments to scheduled classes not attended.

6.13 Refund Recordkeeping

- a) It is a requirement of this Policy that all refund requests must be recorded on a refund register
- b) A process must be established to ensure the Director is notified of all refund requests to identify any continuous improvement initiatives for current practices (see Continuous Improvement Policy).

6.14 Retention of Records, auditing and reporting

- a) It is a requirement of this policy that Avante Education retains hard and/or electronic copies of fee waiver/exemption confirmation documents from:
 - the management of the Judy Lazarus Transition Centre
 - the relevant Youth Justice Unit of the Victorian Department of Human Services
- b) Avante Education must retain hard and/or electronic copies of concession documents including:
 - a Government Subsidised Training Place Job Seeker Referral Form
 - an application to enrol form on which an individual self identifies as being of Aboriginal or Torres Strait Islander descent and is born in Australia.
 - a Single and Teenage Parents Training Initiative Referral Form
 - a Commonwealth Health Care Card
 - a Pensioner Concession Card
 - a Veteran's Gold Card
 - an alternative card or concession eligibility criterion approved by Skills Victoria for the purposes of retaining concession evidence.
- c) Avante Education must ensure it has processes in place to conducting visual checks of students' eligibility identify prospective learners who may qualify for fee concessions, waivers or exemptions which apply to:
 - Indigenous Completions Initiative
 - Single and Teenage Parents Training Initiative
 - Health care card holders
- d) Avante Education must ensure that fee waivers/exemptions and concessions fees are accurately recorded in the Student Management System - Axcelerate.
- e) All documentation in relation to the Fees, Charges and Refund Policy must be maintained in accordance with the Record Management Policy (See Record Management Policy).

7. Avante Education Responsibilities

Avante Education responsibilities must be established in accordance with the guiding principles of this Policy and include:

Director

- Responsible for overseeing the refund process and approval or disproving refund requests.
- Responsible for reviewing the Refund Request Register and identifying any continuous improvement initiatives (See Continuous Improvement Policy)

Accounts

- Responsible for receiving Refund Requests and assessing eligibility on request.
- Responsible for organising refund payments to learners approved for refunds
- Responsible for advising learners of the outcome of their refund request

Learning Pathway Advisor

- Responsible for ensuring that the prospective learner is provided or referred to the Fees, Charges and Refund policy.
- Responsible for ensuring that the prospective learner has read and agreed to the Fees, Charges and Refund Policy.

Administration Officer

- Responsible for issuing invoices and paid receipts and updating payment information within the Student Management System, Axcelerate
- Responsible for applying the correct fees, waivers/exemptions and concession within the student Management System, Axcelerate.

Compliance Officer

- Responsible for conducting regular internal audits on learner files to ensure fee, charges and conditions of refunds were provided and accepted.

Chief Operating Officer

- Responsible for determining Program fees including Fee for Service and Government Subsidised Training.

