

Title	Fee, Withdrawal and Refund		
Date of Endorsement	1 October 2020	Review Date	1 October 2022
Review Panel	Executive Director, Finance Unit, Services Unit, VaCE Unit, Compliance Unit		
Scope	This policy applies to all students of Atwea, including prospective students, who are undertaking or intending to undertake studies in a course. This policy applies to all eligible students regardless of whether the student pays some or all of their fees upfront or defers payment through a loan scheme.		

Guiding Principles

Atwea is a diverse organisation that offers multiple programs across several sectors, and provides multiple payment options to its students. Atwea is committed to an open and transparent publication of all fees and charges that relate to enrolment. Atwea is committed to fair treatment and equal opportunity for students regardless of their method or schedule of payment. All fees are balanced as fair and reasonable for the student given the context of their enrolment and the administrative guidelines and functions Atwea is bound to follow.

Purpose

To clearly inform students of the policy regarding fees for the wide variety of programs Atwea offers and arrangements in the case of withdrawals or refunds; and to outline the process for students to follow. This policy is written with the student or prospective student as the intended audience.

Policy

1. Lifestyle and Leisure Courses

All Lifestyle courses must be paid in full prior to enrolment confirmation being issued. Once payment has been received and enrolment has been processed the student will receive a course confirmation letter.

2. VET Courses – the Tuition Assurance Scheme

For all VET courses, Atwea is bound by the Fee Protection measures imposed by ASQA. Atwea maintains a Tuition Assurance Scheme.

Atwea will maintain the tuition assurance scheme to safeguard domestic students in the event of it becoming insolvent and unable to return fees that have been paid in advance. The tuition assurance scheme will source similar training to allow the effected participants under this condition to complete their studies without further financial burden. However if the student cannot be placed, the tuition assurance will make refunds.

Under this scheme it means students can pay substantial course fees up-front if they wish.

Atwea publishes its Statement of Tuition of Assurance on its website.

3. Fee Payment alternatives for courses with substantial fees – Payment Plans

To assist students manage fee payments for courses with substantial fees, Atwea utilises a payment plan service. This service is a scheme where course fees are spread over the length of the course (but finalised at least four weeks prior to the courses scheduled end date) and payments are made through a Direct Debit arrangement. Atwea uses a third-party provider for this purpose.

In order to participate, the total fees payable by the student must be a minimum of \$700. All students are required to pay a minimum deposit of \$200 and make regular contributions according to the third party requirements. If students have outstanding payments they will not be able to enrol using any method until this is resolved.

For students who fall behind with their payments

If students miss ONE payment they will receive a letter from the provider telling them what action will be taken at the next account debit. In addition they will receive a letter from Atwea reminding them that they risk being withdrawn from the course/ subject if their contract remains in arrears.

If students miss TWO payments they will receive a letter informing them that unless resolved, after 3 missed payments they will be automatically WITHDRAWN from the course/subject and will be referred to a debt collection agency.

If students miss THREE payments they will be AUTOMATICALLY WITHDRAWN from the course/ subject and will need to negotiate with the organisation prior to returning to the course or enrolling in any new subjects

Adjustments to Payment Plan Contracts

A non-refundable administration fee will apply to any amendments to payment plan contracts prior to those contracts running their course. This fee is applied each time an amendment is made. See the 'incidental fees' table (Section 8) below for current fees.

4. Fee Payment alternatives for courses with substantial fees – Personal Loans

Atwea maintains a relationship with the Greater Bank for the purposes of referring students who may wish to pursue a personal loan. Atwea is in no way liable or affiliated with any personal loan contract which exists between the Financial Institution and the student.

Where a student successfully pursues a refund with Atwea, under any circumstances, fees will be refunded to the student only and the liability for the loan remains as an issue between the financial institution and the student.

5. VET Student Loans

This section applies to all students who are enrolled in a VET FEE-HELP eligible course (full qualifications at Diploma level and above) prior to the changes to the scheme as at 31 December 2016, regardless of whether they are utilising the loan program or not. It also applies to all VET Student Loans students currently enrolled and considering enrolment.

a) Payment of Fees for students in VET FEE-HELP eligible courses

Approved courses under VET Student Loans have two types of fees, categorised as '**tuition**' and '**other**'.

b) Tuition Fees for students in VET Student Loans eligible courses

Any student that enrolls in a VET Student Loans course and meets the standard eligibility criteria has the following options open to them to have their tuition fees paid:

1. Pay the tuition fees upfront (or through a Payment Plan – see Section 3 above)

2. Pay part of the tuition fees upfront (or through a Payment Plan – see Section 3 above), and submit a 'Request for Commonwealth Assistance' form (eCAF) to defer payment for the remaining balance through the VET Student Loan scheme
3. Submit a 'Request for Commonwealth Assistance' form (eCAF) to defer all tuition fees through the VET Student Loan scheme

Note that the amount that a student can defer through the VET Student Loan scheme is limited. Further information will be available on enrolment.

The 'Request for Commonwealth Assistance' form (eCAF) is provided to students on enrolment via a link.

If students are eligible for VET Student Loans, students have a set timeframe in which they must submit their 'Request for Commonwealth Assistance' form (eCAF) or pay their tuition fees, this is called the 'Census Date'. If students fail to submit their form or pay their tuition fees by the Census Date their enrolment will be cancelled.

The Census Date is publically available on the Atwea website for each course or unit of study within a course, and will be provided to students on enrolment. The census date is always no less than 20% into the length of the Unit of Study.

In addition to payment of fees, the Census Date is also the last opportunity for students to enrol or change their enrolment. Students may add units or enrol in other units of study after the Census Date if they wish, but they will not be able to defer their payment through VET Student Loans for that unit of study.

If they wish to withdraw without incurring a debt through VET Student Loans, they must notify Atwea in writing on or before the census date. To be clear, the notification must be received at the office prior to close of business, or by email to admin@atwea.edu.au by 11.59pm on the census date.

c) Other Fees applicable to all students in VET Student Loans eligible courses

There may be other fees associated with their program of study as well as general incidental fees for certain situations. These are made publically available on the Atwea website for their course of study, are contained within this policy and provided to students on enrolment. Other fees are not able to be deferred through the VET Student Loans program.

Current fee amounts for all fees are publically available on the Atwea website and are listed in this policy. Fines listed in this section are **not** able to be deferred through the loan scheme and will be charged separately at the time of the occurrence.

d) Refunds of Tuition fees for students in VET Student Loans eligible courses

In order to receive a refund of tuition fees students are required to action a withdrawal on or before the Census Date as published on the Atwea website and provided on enrolment.

A withdrawal requires students to inform the office in writing prior to close of business, or by email to admin@atwea.edu.au prior to 11.59pm on the Census Date to be considered as having withdrawn.

The action of refund differs slightly depending on how students elected to manage fees:

1. Up-front payment: If students have already paid part or their entire tuition fee upfront for a particular Unit of Study, a refund of that fee will be provided on notification in writing on or before the Census

Date for that Unit of Study as described above. If a student withdraws after the Census Date, they are ineligible for a refund of up-front fees.

2. VET Student Loans Deferred payment: If students have notified in writing on or before the Census Date for that Unit of Study according to the guidelines above, they will not incur a debt for that Unit of Study through the loan scheme.

If students withdraw after the Census Date for a Unit of Study, they may apply to have their VET Student Loan balance re-credited if special circumstances have prevented students from continuing with that Unit of Study. See 5.e) below for further information.

e) Review of Loan Scheme Decisions for VET Student Loans students

If students withdraw after the Census Date, a debt is incurred through the VET Student Loans scheme. If students withdraw after the Census Date or do not successfully complete the Unit of Study due to special circumstances, students may apply to Atwea for a re-credit of their VET Student Loans balance and thus remission of their debt for that Unit of Study.

Students who successfully complete their Unit/s of Study cannot apply for remission or re-crediting of their fees. A student who receives a 'fail' or 'not competent' grade is considered not to have successfully completed.

'Special Circumstances' must satisfy **all** of the following criteria, that the circumstances:

- Were beyond a student's control;
- Did not make their full impact until on or after the Census Date of the VET Unit of Study; and
- Made it impracticable for a student to complete their VET Unit of Study requirements

To make a request for review of debt due to special circumstances, students must complete a 'Request for Review of VET Student Loans Debt' form, available on the Atwea website and from the office. The application will be accepted and students will receive acknowledgement of its receipt provided that the form is returned:

- Within 12 months of the withdrawal date, or
- If students have not actively withdrawn, within 12 months of the end of the period of study in which the unit was, or was to be undertaken

The 12 month timeline outlined above may be extended if students can justify that it was not possible to apply within that 12 month period. This should be outlined on the 'Request for Review of VET Student Loans Debt' form.

Atwea's Senior Education Manager will consider the information provided, including the special circumstances outlined, and return a decision to the student in writing within **fourteen (14) days**.

If a student is not satisfied with the decision, they are able to compile an appeal in writing outlining the reasons for dissatisfaction. This appeal must:

- Include the date of the original decision by Atwea's Senior Education Manager
- Fully state the reasons for applying for the review
- Include any additional relevant evidence the student feels is appropriate

This must be received by Atwea within 28 days of first receiving the decision. An acknowledgement of receipt of this appeal application will be provided to the student in writing within **seven (7) days**. This

acknowledgement will inform the student that the **review officer** for the appeal is the Executive Director (who is a senior manager to the Senior Education Manager) and if the review officer does not advise of their decision within 45 days of receipt of the appeal application, it can be taken to mean that the review officer has confirmed the original decision.

The review officer will review the student's request and return a decision in writing, including reasons for the decision. Students have a right to apply to the Administrative Appeals Tribunal (AAT) for a review of the original decision or the review officer's decision. To apply to the AAT there may be fees involved, which can change from time to time (approximate fee at July 2014 is \$861 for a standard application). The contact details for the nearest registry of the AAT are:

Administrative Appeals Tribunal (AAT) Sydney Registry

www.aat.gov.au

In person: Level 7, City Centre Tower, 55 Market Street, Sydney

By Post: Administrative Appeals Tribunal, GPO Box 9955, Sydney NSW 2001

By Phone: 02 9391 2400 or 1300 366 700

By Fax: 02 9283 4881

sydney.registry@aat.gov.au

The Commonwealth Department of Education will be the other party in any appeal to the AAT and all relevant documents in relation to this review will be forwarded to the Department of Education for this purpose.

6. Fees for Subsidised Courses (through Smart and Skilled)

a) Calculation of Fees

Atwea charges Fees to students for Smart and Skilled (S&S) according to the [Smart and Skilled Fee Administration Policy](#). Atwea uses the Provider Calculators and Schedules of Fees provided by the NSW Department of Industry for this purpose and cannot vary the fee from the quote provided.

Students of Atwea undertaking these programmes are able to access a sample fee calculator at www.smartandskilled.nsw.gov.au, and Atwea will provide the student with written confirmation of the applicable fee on enrolment.

Fees calculated at the time of enrolment may need to be adjusted in the case of credit transfer or recognition of prior learning successfully being applied to the student after enrolment. See Section 6.f below for further details.

b) Fee status eligibility

Atwea follows the issued Fee Administration Policy for these programmes including eligibility requirements for each fee. In accordance with the policy, Atwea requires students to provide evidence that supports their fee status (including for concession and exemption), which will be retained by Atwea.

All evidence required by students is detailed on the Enrolment Form.

c) Incidental Costs

Atwea may need to charge additional costs for a course. Atwea follows the rules for these incidental expenses to students as published in the NSW Department of Industry, Skills and Regional Development's Fee Administration Policy, including that:

- All incidental fees for a course will be published on the Atwea website
- All incidental fees for a course will be made available in the relevant marketing material for that programme
- Common incidental fees that are applicable to all Atwea students are tabled below at Section 8.

Common incidental fees permissible under these programs, which will be informed to the student prior to enrolment through the marketing material, include:

- Essential equipment and other items that the student has the choice of acquiring from Atwea, or from another supplier, that become the physical property of the student, are retained by the student on completion of training, and are not consumed during training (for example, textbooks or toolkits)
- A charge for items that are not essential for the student to complete training (for example, a different or more complex resource the student wishes to use for an assessment project, or an alternative form of a resource provided, such as an e-textbook)
- Costs for field trips and food, transport and accommodation costs associated with the provision of field trips that form part of the course

Atwea is committed to ensuring that students are made aware of all fees and charges that they will or may incur while studying prior to enrolment.

d) Payment Arrangements

Atwea is committed to providing flexible payment options for its students. Fees for S&S programs are able to be paid through the following arrangements:

- Up-front in full, through Cash, Cheque, EFTPOS or Credit Card (however, confirmation of enrolment will not occur until funds clear)
- Through the payment plan program (guidelines to which are in Section 3 above)

e) Discontinuing Students under Smart and Skilled and Community Service Obligations

Withdrawal without penalty

Students who withdraw from a course **prior to five (5) working days before the scheduled start date** are entitled to a refund of their fee, however this must be requested either by phone, email or in writing by contacting the office. If a request for refund of fees is received after this date, the standard Atwea refund policy applies, and is detailed in Section 7 below.

If the student withdraws after training commences, Atwea will:

- Provide the exiting student with a statement of fees that includes all fees applied and any fees refunded, if applicable

- Attempt to obtain formal notification from the student of the date their training will end, including reasons for withdrawal to ensure that the withdrawal does or does not relate to the performance of Atwea
- Issue the student with a Statement of Attainment and transcript for completed Units of Competency within 30 days of notification of the discontinuance
- Provide the exiting student with an updated Training Plan
- Results of outstanding completed training activities and/or assessments to the exiting student
- Notify the local State Training Services Regional Office within 14 days of notification of the discontinuation of training, in the case of an Apprentice or Trainee

f) Fee Refunds under Smart and Skilled

Partial refund of fees for Credit Transfer, Recognition of Prior Learning (RPL)

In the case that a student obtains Recognition of Prior Learning or Credit Transfer after enrolment, they may be eligible for a partial refund of their fee. Students must notify the office of their successful completion of RPL or Credit Transfer, where enrolment staff will use the Provider Calculator to determine any applicable fee refund. Refunds must be processed in the same payment method in which the original fee was paid, where possible.

7. Refunds, Withdrawals and Cancellations for all Programs

a) Students in VET Student Loans eligible courses

Students in these courses should refer to Section 5 above for all fees relating to course changes.

b) Payment Plan Students

Students using a payment plan should refer to Section 3 for all fees relating to course changes.

c) Smart and Skilled and Community Service Obligations Students

Refer to Section 6 above for these programs. In the case the specific circumstances are not detailed in Section 6, the section 'All other Students' below at Section 7.e. applies.

d) Lifestyle Students

Students who withdraw from a course **prior to five (5) working days before the scheduled start date** are entitled to a voucher to the value of fees paid minus any incidental costs, as detailed in Section 8 below. This must be requested either by phone, email or in writing by contacting the office. This voucher expires after 12 months from the date of issuance. To be clear, Atwea only offers students a voucher and no longer holds fees as a credit note.

If a student withdraws **within five (5) working days before the scheduled start date**, the standard Atwea refund policy in section 'All other Students' below at Section 7.e. applies.

e) All other Students

Atwea has a 'No Refund' policy except in circumstances where Atwea cancels a course – in which case students are entitled to receive a full refund. Alternatively, Atwea will transfer the student into another course with no administration charge.

If students enrol during a discount period where a reduction of fees applies and then change their mind regarding subject enrolment *after* the discount period has ended, no discount shall apply to the new enrolment or transfer price.

f) Financial Hardship

The student may also be entitled to a refund of all or part of their course if the student has medical, serious hardship or another extenuating circumstance which prevents their attendance or completion in the course. The Executive Director will assess applications for these circumstances, after they have been submitted in writing, on a case by case basis. Students should check the 'Incidental Fees for all Students' section below to see if fees currently apply for this process.

When a student withdraws from an accredited course and successfully claims hardship, they shall be charged for the Student Contact Hours delivered. This charge shall be calculated at the full rate of the course price regardless of if the student enrolled in the course during a discount period.

g) Non-Refundable Circumstances

Atwea cannot accept responsibility for changes in student's personal circumstances or where students change their mind about the course they have selected or the qualification they are pursuing.

Atwea will not usually refund course fees where the student requests the refund because they:

- change their mind about attending the course;
- change jobs;
- change work hours;
- move out of the area;
- are made redundant or retrenched.

If significant life circumstances affect their enrolment and students wish to alter their enrolment or withdraw they will:

- Apply to the Executive Director in writing outlining the issue and the impact on their study
- Be offered a refund of fees if approved by the Executive Director
- Be charged a fee as outlined in this policy
- Be aware that if they re-enrol in the course at a later date they will be expected to enrol in and pay the fee for the full course/ subject

h) Recovery of Outstanding Fees

In all cases, Atwea reserves the right to recover outstanding fees through legal means, including referral to a debt collection agency. Atwea will only refer to recover fees where all reasonable attempts have been made to contact and gain agreement with student debtors for recovery of fees, and where those attempts remain

unsuccessful. In doing so, Atwea will ensure that it meets its obligations under its various legislative and contractual arrangements.

i) Withholding of Certification where there are Outstanding Fees

In accordance with the *Standards for Registered Training Organisations 2015*, Standard 3.3, **Atwea reserves the right to withhold issuance of a Certificate or Statement of Attainment where the student has fees outstanding to Atwea**, regardless of what method of payment or fee program they organised their fees through.

8. Incidental Fees for all students in all courses

Fee Title	Fee	Explanation and Scope
Accredited Certificates and Statements of Attainment and/or Record of Results reissued	\$50.00 per certificate	For clarity, there is no fee for the first issuance of a certificate or transcript on completion of a course (this fee is applicable to all students).
Academic Transcript only issued prior to completion or reissued	\$40.00 per certificate	For clarity, there is no fee for the first issuance of a certificate or transcript on completion of a course (this fee is applicable to all students).
Lifestyle and Leisure course attendance certificate reissued	\$25.00 per certificate	For clarity, there is no fee for the first issuance of a certificate or transcript on completion of a course. This service is only available for enrolments completed in the 12 months prior to the request.
Administrative fee for Lifestyle and VET course refunds due to special circumstances	\$15.00 per course	Fee does not apply to students in VET Student Loans eligible courses
Payment plan contract amendment fee	\$25.00 per amendment request	Fee applies to all students on payment plan contracts.
Student Contact Hours delivered for VET courses charged where refunds have been issued due to special circumstances	Fee determined by calculation at time of withdrawal	Fee does not apply to students in VET Student Loans eligible courses.

9. Atwea College Gift Certificates

An Atwea College Gift Certificate is a voucher which can only be used for Atwea College course enrolment fees. The voucher cannot be redeemed for cash or topped up with additional value and cannot be used to pay incidental fees such as course material fees that are payable to the tutor or to purchase other products or vouchers at Atwea College.

Use of a Gift Certificate voucher is limited by its balance value and expiry date – there is no limit on the number of transactions it can be used for. The portion of an enrolment fee paid for using a Gift Certificate voucher prior to its expiry date will be deducted from the voucher's balance until no balance remains at which point the voucher can no longer be used. If the total enrolment fee exceeds the balance remaining on the

voucher, additional valid Gift Certificate voucher(s) or payment method(s) may be used in conjunction to pay the total enrolment fee. Once a voucher has reached its expiry date it is no longer valid, and any unspent value cannot be used or redeemed.

The Gift Certificate does not need to be presented to Atwea College in order to be redeemed: it can be redeemed simply by quoting the unique voucher code, which is listed on the voucher, at the time of enrolment, including if enrolment is processed via Atwea College's website. A Gift Certificate voucher code should be treated like cash: it can be used by anyone in possession of the code, and the voucher recipient is responsible for the use and safety of the code. Atwea College has no obligation to replace or refund value for lost or stolen codes.

Publishing and Communication

This policy is to be communicated in the following ways:

1. Distributed to all staff, both permanent and contract, and including the provision of training and opportunities for staff to clarify where needed
2. Published clearly on the Atwea website for the general public's viewing
3. Published in all Student Handbooks

Authorised Officer Position	ACTING SENIOR EDUCATION MANAGER QUALITY ASSURANCE AND COMPLIANCE MANAGER	Authorised Officer Name	John Radvan
Signature		Date	01.10.2020