

PP2.8 – Fees and Refunds

Policy area	Student Support
Standards	TAC Outcome Standards — Registration Standards 2025, Standard 2.1(2)(a), (c)(iii)–(iv), (d), (e) TAC Compliance Standards — Registration Standards 2025, Standards 7, 8 and 18
Responsibility	CEO, Office Manager
Classification	Public

1. Purpose

The purpose of this policy and procedure is to ensure:

- students have access to clear and accurate information about fees and charges to make informed decisions about the services offered by Desert to Coast Training and Assessing
- the student's rights as a consumer are protected
- the student is informed about any changes to the services offered, the training product they are enrolled in or the terms of our service to them
- the student has access to fair and reasonable refund arrangement
- the fees Desert to Coast Training and Assessing receives in advance from, or on behalf of, a prospective or current student for the same VET course do not exceed the threshold prepaid fee amount of \$1,500 (TAC Compliance Standard 18)

2. Definitions

Training product means AQF qualification, skill set, unit of competency, accredited short course and module.

Short course means a low cost, short duration with a small number of units of competency usually conducted over 1-5 days. These courses usually relate to specific skills required in the workplace or required due to licencing or certification requirements.

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Long course means a course designed to prepare the student to perform a vocational occupation such as a full qualification or a substantial course made up of multiple units of competency. These courses are usually delivered over many weeks or years.

The threshold prepaid fee amount is \$1,500. It applies to prepaid fees received by Desert to Coast Training and Assessing, or a third party, from or on behalf of an individual in relation to the same VET course (TAC Compliance Standard 18(1)). Fees paid by an employer or another organisation on a student's behalf count toward this amount. It is a consumer protection measure.

Enrolment fee means a payment required to be paid by a student enrolling into a Long Course to cover the cost of administering the enrolment.

Tuition fee means the payment required to be paid by the student to cover the cost of materials, textbooks, student services and training and assessment services.

3. Policy statement

3.1 Fees Payable

Desert to Coast Training and Assessing charge fees for services provided to students undertaking training and assessment. These charges are generally for items such as course materials, textbooks, student services and training and assessment services.

Fees are payable at different stages depending on the type of course the student is enrolling in. As an example:

- for a Short Course, the total fee may be required to be paid via the website or at reception at the point when the student is registering for the course.
- for a Long Course with a scheduled start date, the student will be required to make a payment for their initial payment within 5 days of being issued an invoice or prior to the course commencing, whichever occurs first.

The payment requirements for all courses are specified within the current Desert to Coast Training and Assessing *Schedule of Fees and Charges*. The Schedule will identify the amount and when the initial payment must be made and any subsequent payments that are due as the course progresses. This information is provided to the prospective student as part of the pre-enrolment information process and is accompanied by the outline of the course being offered and the *Student Handbook*.

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Desert to Coast Training and Assessing may discontinue training if fees are not paid in accordance with the agreed *Schedule of Fees and Charges*. If a payment is required prior to a service being delivered, the student is not permitted to undertake the service unless prior approval has been given by the CEO.

Where a student is required to pay an application fee as specified in the current *Schedule of Fees and Charges*, the application fee is non-refundable. This is to be clearly explained to the student within the *Schedule of Fees and Charges*.

Where services are delivered to another business (for example, an employer engaging Desert to Coast Training and Assessing to train a group of its employees), fees are invoiced as agreed with the client. Fees paid by an employer are still paid on behalf of each individual, so the \$1,500 threshold applies per individual for the same VET course: Desert to Coast Training and Assessing will not hold more than \$1,500 per individual in advance of the services being delivered unless an arrangement under TAC Compliance Standard 18(4) is in place. Invoices issued after the services have been delivered are not affected.

Changes of tuition fees will not apply to students who have paid and or have already commenced their course.

3.2 Payment methods

Desert to Coast Training and Assessing accepts payment for fees using the following payment methods:

- Credit Card either over the phone or via our electronic invoice
- Electronic Funds Transfer (account details provided on the invoice)
- BPay – authorised bank payment

Payment in cash is not available. Please refer to our invoice for payment options.

3.3 Fees Paid in Advance

Desert to Coast Training and Assessing does not require or accept prepaid fees from, or on behalf of, an individual in excess of the threshold prepaid fee amount of \$1,500 for the same VET course, and therefore does not hold an unconditional bank guarantee, tuition assurance scheme membership or other Council-approved fee protection measure. This is an important consumer

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protection measure to limit the amount of fees that a student can be charged in advance of the services being delivered to the student.

Subsequent payments are based on the costs of the students training and assessment which is yet to be delivered, and these payments will be proportioned over the course duration. As a general guide, Desert to Coast Training and Assessing should design a schedule of fees for a course to maximise the amount of money that can be charged in advance of the service being delivered but, at no point is this to exceed the threshold for prepaid fee amounts. The purpose of maximising the amount of fees that are being charged in advance of the service being delivered is to ensure that Desert to Coast Training and Assessing is in receipt of money required to pay for services particularly where Desert to Coast Training and Assessing is incurring costs in advance of the planned service. The schedule of fees proportioned over the course duration is outlined within the *Schedule of Fees and Charges*.

If the total fee for a course is \$1,500 or less, generally the full amount will be requested for payment prior to the course commencing. If the total fee is more than \$1,500, no more than \$1,500 per individual may be requested before the course starts; the balance is invoiced once the corresponding training has been delivered.

This applies equally to fees paid by an employer on behalf of its employees (see section 1).

3.4 Schedule of Fees and Charges

The CEO is responsible for approving Desert to Coast Training and Assessing *Schedule of Fees and Charges*. The *Schedule of Fees and Charges* is to include the following information:

- the total amount of all fees including course fees, administration fees, material fees and any other charges the student may incur during their enrolment;
- any additional fees such as fees for re-issuing an AQF certificate, re-assessment fee or other miscellaneous charges;
- payment terms, including the timing and amount of fees to be paid, any non-refundable amounts or administration fees, and the availability of any relevant government training entitlements and subsidies (Outcome Standard 2.1(2)(c)(iii));
- consumer protection arrangements;
- payment methods;

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- any discounts, fee reductions or exemptions available for multiple enrolments, concession card holders, continuing students, group bookings etc; and
- any obligations or liabilities for the student, including any materials, equipment or PPE the student must supply, the costs and process for withdrawing, and any costs and processes associated with obtaining a Unique Student Identifier (Outcome Standard 2.1(2)(c)(iv)); and
- refund policy.

The Schedule of Fees and Charges is an important component of the Desert to Coast Training and Assessing pre-enrolment information, which is provided to the prospective student in writing prior to their enrolment or before any fees are required to be paid (Outcome Standard 2.1(2)(d)). This information is made up of a number of information products including the following:

- advertising and marketing material which communicates information to the student about the services to be provided in the training product in which they have expressed their interest. Marketing must include Desert to Coast Training and Assessing's RTO code (52388), the training product code and title, and accurate information about any financial support, and must only state that a course leads to a licence where the relevant regulator has confirmed this (TAC Compliance Standard 7).
- the **student handbook** which communicates information to the student about Desert to Coast Training and Assessing, its support services and the student's rights and obligations.
- The **schedule of fees and charges** which communicates information to the student about the fees and charges of the services offered by Desert to Coast Training and Assessing including the schedule of payments (where applicable) and the students rights regarding seeking a refund.

These documents combined form part of our Terms of Service with the student and the student is required to acknowledge these requirements as part of their enrolment.

3.5 Refunds policy

The following refund policy will apply:

- **Prior to commencement.** Students, who gives notice to cancel their enrolment **10 business days** or more prior to the commencement of a course, will be entitled to a full refund of fees paid.

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- **Prior to commencement.** Students who give notice to cancel their enrolment **9 business days** or less prior to the commencement of a course will be entitled to a 75% refund of fees paid. The amount retained (25%) by Desert to Coast Training and Assessing is required to cover the costs of staff and resources which will have already been committed based on the student's initial intention to undertake the training.
- **After commencement.** Students who cancel their enrolment after a course has commenced will not be entitled to a refund of any fees paid in advance. An exception to this policy is where Desert to Coast Training and Assessing fails to fulfil its service agreement, in which case fees are refunded under section 8 (Consumer Protection).

Discretion may be exercised by the Chief Executive Officer in all situations, if the student can demonstrate that extenuating or significant personal circumstances led to their withdrawal. In these cases, the student should be offered a full credit toward the tuition fee in another scheduled course in lieu of a refund. The Chief Executive Officer may also authorise a refund of tuition fees if the circumstances require it.

Where refunds are approved, the refund payment must be paid to the student within 14 days from the time the student gave written notice to cancel their enrolment. Tuition refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the student on the Refund Request Form.

All requests for refund of fees must be made in writing using the *Refund Request Form* which may be obtained from Desert to Coast Training and Assessing reception or from the website. The form must be signed by the student.

The following outlines the Desert to Coast Training and Assessing refund policy in various circumstances and situations which may arise:

- Cancelling enrolment after a course has commenced - Students who cancel their enrolment after a course has commenced will not be entitled to a refund of fees.
- Refunds for textbooks - Where a student has purchased a textbook or training workbooks and subsequently cancels, Desert to Coast Training and Assessing will not provide a refund monies for a textbook or training workbooks.
- Refunds of enrolment fees - Where an enrolment fee applies, enrolment fees are non-refundable in all circumstances.

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- Non-transferable - Desert to Coast Training and Assessing refunds are not transferable to another person.
- Refunds for classes missed - No refunds will be made for classes missed due to exams, excursions, or other obligations that fall outside the normal schedule of classes.
- Intake numbers are insufficient - Desert to Coast Training and Assessing reserves the right to cancel a course if intake numbers for a scheduled course are insufficient. In the unlikely event that Desert to Coast Training and Assessing cancels a course if intake numbers are insufficient, the student will receive a full refund.
- Behaviour Misconduct - Students who demonstrate behavioural misconduct after being formally warned are to have their enrolment cancelled and will not be entitled to a refund (ref to *PP2.7-Behaviour Misconduct*).

3.6 Replacement of text and training workbooks

Students who require replacement of issued text or training workbooks will be liable for additional charges to cover the cost of replacement. Where a student has purchased a text or training workbooks and subsequently cancels his or her enrolment, Desert to Coast Training and Assessing will not refund monies for the text unless a written request for a refund is received, and Desert to Coast Training and Assessing is satisfied that the text is in as-new condition. For a full list of replacement charges please refer to Desert to Coast Training and Assessing *Schedule of Fees and Charges*.

3.7 Statutory cooling off period

A statutory cooling-off period of 10 business days applies under the Australian Consumer Law to unsolicited consumer agreements — agreements made through unsolicited sales tactics such as door-to-door sales and telemarketing. It allows a consumer to withdraw from the agreement within 10 business days without penalty. Desert to Coast Training and Assessing does not engage in unsolicited marketing or sales tactics, and therefore a statutory cooling-off period is not applicable to students who have enrolled into a course. For refund options in other circumstances, students must refer to the above refund policy.

3.8 Consumer Protection and Guarantee

If Desert to Coast Training and Assessing cancels or ceases to provide planned training, Desert to Coast Training and Assessing must issue a full refund for any services not yet provided. The basis for

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determining “services not yet provided” is to be based on the units of competency completed by the student and which can be issued in a statement of attainment at the time the service is ceased. As an example: A student enrolled in a course of 2 units of competency and paid \$600.00 up front as the total course fee. The course was cancelled due to the trainer falling ill and the student at that time had completed 1 of the 2 units. The student’s enrolment would be finalised, and the student would receive a Statement of Attainment for the 1 completed units. The student would also receive a refund of \$300.00 which represents that value of the training not delivered.

[Australian Consumer Law](#) Students undertaking a vocational education and training course are protected under the Australian Consumer Law and Western Australian consumer protection laws. These protections include areas such as unfair contract terms, the consumer guarantees, statutory cooling-off periods and unscrupulous sales practices. More information is available from the Australian Consumer Law website (<https://consumerlaw.gov.au/consumers-and-acl>) and Consumer Protection WA (1300 30 40 54, <https://www.consumerprotection.wa.gov.au>).

Students who are unhappy with Desert to Coast Training and Assessing arrangements for the collection and refunding of tuition fees are entitled to lodge a complaint. This should occur in accordance with Desert to Coast Training and Assessing complaints policy and procedure (ref to *PP2.9-Complaints Handling*).

3.9 Payment of GST

Course fees for a "professional or trade course" are GST-free under section 38-85 of the A New Tax System (Goods and Services Tax) Act 1999, as explained in ATO ruling GSTR 2001/1.

ATO reference:

<https://www.ato.gov.au/law/view/document?DocID=GST/GSTR20011/NAT/ATO/00001andPiT=99991231235958>

Where a student is enrolled in a course which is offering units of competency or a whole qualification, the course fees attached to this enrolment will be exempt from the payment of GST. 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. Please refer to Desert to Coast Training and Assessing schedule of fees and charges for details of what GST is and is not applied to.

3.10 Changes to terms and condition

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If at any time there is a change to the agreed services to be provided or policies relating to the student's rights and the payment of fees and other charges, Desert to Coast Training and Assessing must advise current students in writing (email) prior to any of these changes coming into effect. This includes changes to course delivery arrangements, changes to ownership or third party arrangements, changes caused by training product transition, or changes to our policies and procedures.

Students are to be notified of any changes to terms and conditions 28 days prior to these changes coming into effect or, where 28 days' notice is not possible (for example a training product transition or a change outside Desert to Coast Training and Assessing's control), as soon as practicable (Outcome Standard 2.1(2)(e)). On being informed of these changes, students have the right to appeal the decision of Desert to Coast Training and Assessing if the decision affects the terms of their enrolment or the services agreed to at the beginning of their enrolment. The appeal of any decision is to be handled in accordance with the Appeals Policy and Procedure (ref to PP2.10- Appeals Handling).

4. Considerations

None

5. Procedure

Steps		Person/s responsible
5.1 Invoicing fees		
i.	The Office Manager will be notified by the LMS or the administration staff when a new enrolment is complete – Refer to <i>PP2.2 - Enrolment</i> .	Office Manager
ii.	Prepare an invoice for fees according to the <i>Schedule of Fees and Charges</i> . Invoicing individual students: invoices issued before training is delivered must not exceed \$1,500 for the same course.	Office Manager CEO

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	Invoicing a business: invoices to employers issued before training is delivered must not exceed \$1,500 per individual employee for the same course, unless a TAC Compliance Standard 18(4) fee protection arrangement is in place. Invoices issued after delivery are not limited.	
iii.	Monitor payments received and update the student management system.	Office Manager
iv.	Issue receipt once payment is received.	Office Manager
v.	Notify the Training Manager when a payment is received, and the student can commence. The initial fee payment must be made prior to commencing training.	Office Manager CEO
vi.	Where a subsequent payment/s is required, the Office Manager or CEO will record the dates for invoicing subsequent payment/s and invoice accordingly.	Office Manager
vii.	Notify the Training Manager of any subsequent payment received and update the student management system. The Training Manager or Trainer will only release additional training materials once the subsequent payment is received.	Office Manager CEO Training Manager, Trainers

Steps		Person/s responsible
5.2 Processing Refunds		
i.	A student who wishes to cancel their enrolment must give notice in writing. All requests for refund of fees must be made in writing using the <i>Refund Request Form</i> which may be obtained from Desert to Coast Training and Assessing reception or from the website. The form must be signed by the student.	Office Manager

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ii.	Desert to Coast Training and Assessing staff who are approached with initial notice of cancelation are to ensure the student understands their rights with regards to the refunding of tuition fees.	Office Manager
iii.	Provide students seeking a refund with a <i>Refund Request Form</i> . Students' who may not be eligible but are requesting a refund should also be provided with the <i>Refund Request Form</i> so the request can be properly considered by the CEO.	Office Manager
iv.	The CEO will consider all Refund Requests and inform the student whether their request is approved or not approved.	CEO
v.	If the request is approved, the Office Manager will be notified. If the request is not approved, the student will be notified of their right to appeal. Refer to: <i>PP2.10 - Appeals Handling</i> .	CEO Office Manager
vi.	The CEO or Office Manager will determine the appropriate refund based on the Refund Policy and will process the Refund Request within 14 days to the student's nominated bank account.	CEO Office Manager

6. Other documents to consider with this policy

Policies

- PP2.2 - Enrolment
- PP2.9-Complaints Handling
- PP2.10 - Appeals Handling

Forms

- Refund Request Form
- Schedule of Fees and Charges

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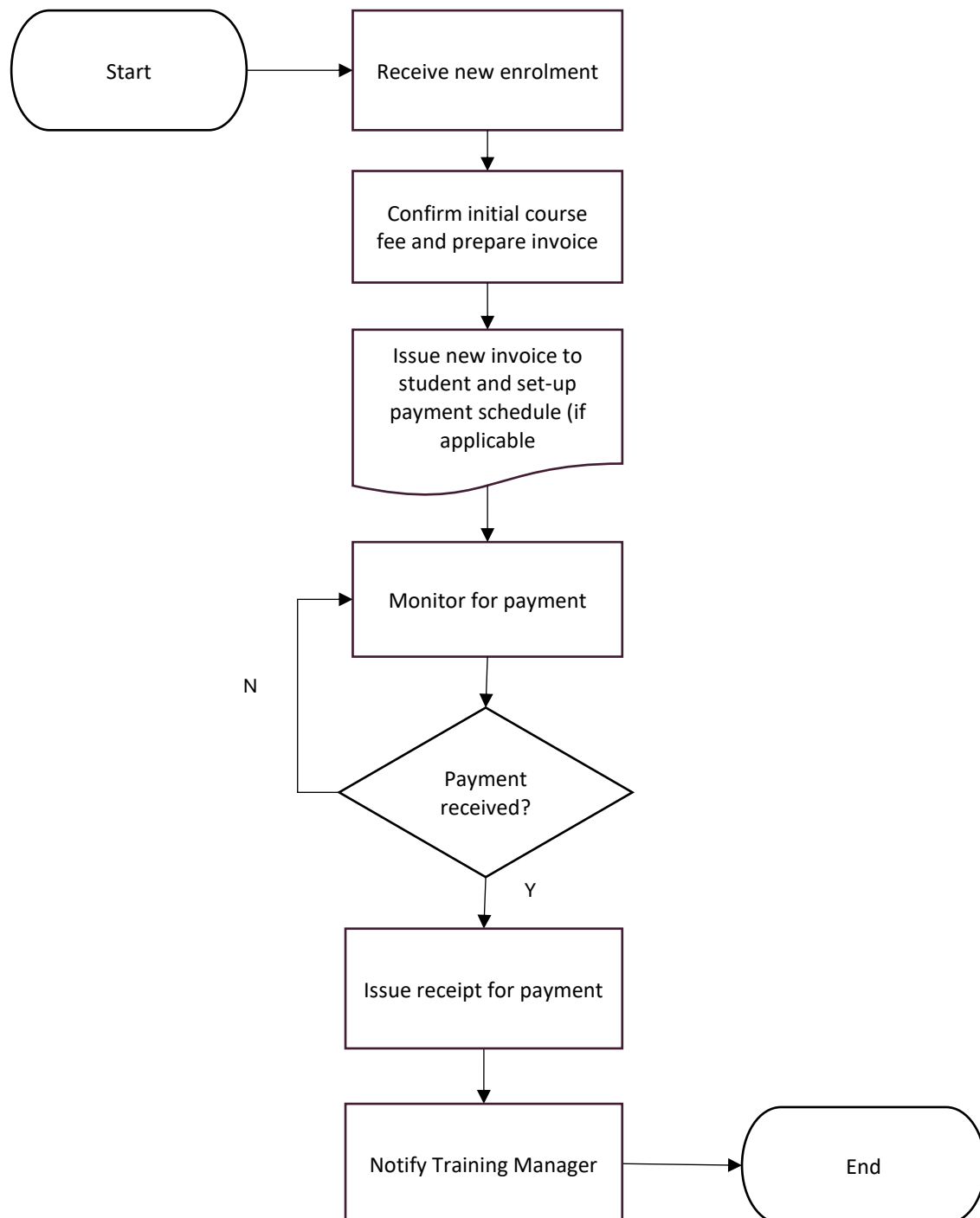
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- Complaints Handling Form
 - Request to Appeal a Decision Form

Handbooks, manuals or other documents

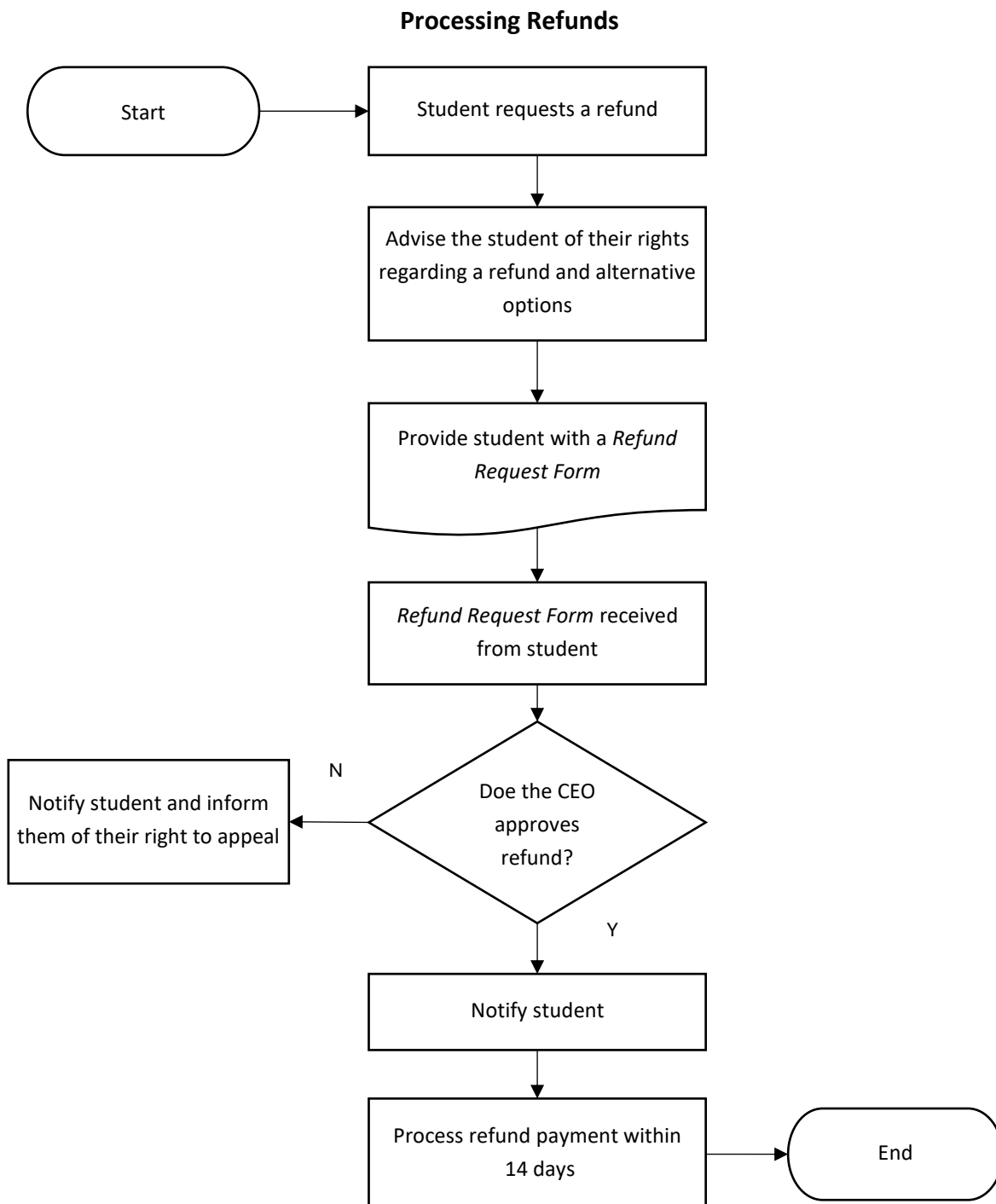
None.

7. Flow chart

Invoicing Students Fees



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8. Reference(s)

TAC Outcome Standards — Registration Standards 2025, Standard 2.1 — Outcome Standard (1): VET students have access to clear and accurate information concerning the provider, the relevant training product, and students are made aware of any changes that may affect them. Performance Indicators (2) include: (a) all information provided to VET students is clear, accurate and current; (c)(iii) all fees, costs and charges associated with the provision of the training product which VET students may incur, including payment terms and conditions, any applicable refund policies and the availability of any relevant government training entitlements and subsidies; (c)(iv) any obligations or liabilities which may be imposed on VET students, including costs and processes associated with withdrawing from training and with obtaining a Student Identifier; (d) documentation provided prior to enrolment or before any fees are required to be paid setting out the training, all fees, costs and charges, and any obligations or liabilities; and (e) informing VET students as soon as practicable of any changes that may affect them, including transition of superseded, deleted or expired training products.

TAC Compliance Standards — Registration Standards 2025, Standard 18 — Prepaid fee protection measures.

- (1) Where a WA registered provider or third party receives prepaid fees from or on behalf of an individual in excess of \$1500 in relation to the same VET course (the threshold prepaid fee amount), the provider must:
 - (a) where the provider is a government entity or an Australian university – comply with the requirements set out in subsections (2) and (3); or
 - (b) where the provider is any other WA registered provider – implement one or more of the arrangements set out in subsection (4).

Requirements for government entities and Australian universities

- (2) The WA registered provider must have a policy in place for circumstances where the provider is unable to provide the services to which the threshold prepaid fee amount relates (prepaid fee policy).
- (3) An WA registered provider's prepaid fee policy must specify how an individual who has prepaid will:

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- (a) be placed into an equivalent course at a location suitable to the individual and receive all services for which the individual has prepaid at no additional cost to the individual; or
- (b) be refunded the prepaid fees for services yet to be delivered which are in excess of the threshold prepaid fee amount.

Requirements for other WA registered providers

(4) The WA registered provider must implement one or more of the following arrangements:

- (a) an unconditional financial guarantee from a bank operating in Australia, provided:
 - (i) at all times, the guarantee is at least equal to the total amount of prepaid fees held by the provider in excess of the threshold prepaid fee amount; and
 - (ii) the costs of establishing and maintaining the guarantee are met by the provider.

(1) Note: For example, where a WA registered provider receives prepaid fees of \$2000 from three individuals (totalling \$6000), the guarantee must be at least equal to \$1500 (i.e. \$500 multiplied by three).

- (b) a current membership with a tuition assurance scheme operator which, if the provider is unable to provide services for which the individual has prepaid, must ensure:
 - (i) the individual will be placed into an equivalent course at a location suitable to the individual and receive all services for which the individual has prepaid at no additional cost to the individual; or
 - (ii) if an equivalent course cannot be found – the individual will be refunded the prepaid fees which are in excess of the threshold prepaid fee amount.
- (c) any other fee protection measure approved by the Council.

TAC Compliance Standards — Registration Standards 2025, Standard 7 (Marketing and advertising) and Standard 8 (Guarantees and inducements) — marketing must include the RTO code and the training product code and title, give accurate information about financial support, and only claim a

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licensed outcome where the regulator has confirmed it; no guarantees of successful completion or employment outcomes.

Australian Consumer Protection laws

<https://consumerlaw.gov.au/consumers-and-acl>

ATO GST reference

<https://www.ato.gov.au/law/view/document?DocID=GST/GSTR20011/NAT/ATO/00001andPiT=9991231235958>