



COM029 Fees and Charges

Version Control Procedure			
Date	Type of Change	Details	By Who
08/08/2018	Major	Amalgamation of related policy information	Business Manager
07/03/2019	Minor	Review	Business Manager
08/04/2020	Minor	Review	Business Manager

Purpose

This Policy and Procedure is intended to ensure that all students training with ACFB have accurate and timely information regarding all fees and charges associated with their chosen course. The 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 ACFB ceases to provide a course of study in which a student is enrolled.

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

Policy

ACFB adheres to all regulatory and statutory requirements about Fees, or any subsequent relevant directions, in regard 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.

ACFB 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. ACFB also provides a copy of the indicative fees to applicants through its enrolment process.

Final fees and charges are fair and transparent with the applicant receiving a copy of their final fees and charges, including an itemised account and what proportion the student is eligible to receive either government subsidised 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. ACFB will not retrospectively change or adjust the tuition fee of an enrolled individual.

ACFB 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, ACFB 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 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 ACFB 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 ACFB Enrolment Form.

1) General Requirements for Calculation and Levying of Fees

- 1.1 For each enrolment in a course or qualification, ACFB 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. Tuition fees are calculated according to the fees applicable when the training is to be undertaken.
- 1.2 For both indicative and set course related Fees, the student will receive advice on the potential for fees to change during the student's course pre-enrolment, in line with this and ACFB's Refunds & Withdrawal Policy, within the Student Handbook and on the ACFB website; acfb.edu.au. This may be due to CPI increases, significant price changes to products and consumables that form part of the program which are out of ACFB's control and/or in the case of Victorian students subsidised through Skills First funding, changes to the course Scheduled Hour rate which impact on the overall course cost. Student will have the right to withdraw and seek a refund in these instances.
- 1.3 Prior to enrolment, ACFB 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. The Statement of Fees will clearly indicate the actual tuition fee per scheduled hour that the individual is being charged.
- 1.4 ACFB will not charge tuition (or other) fees for an enrolment for which funding has been provided directly or indirectly by the Victorian and Commonwealth Government and where a condition of the funding prohibits the imposition of a tuition or other fee.
- 1.5 Where relevant, prior to the commencement of training, ACFB 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.
- 1.6 Course fees are discussed with the client during the pre-training review consultation.

2) Fees Paid in Advance



2.1 Prior to commencement of a course, in accordance with Clause 7.3 of the Standards of Registered Training Providers 2015, ACFB does accept payment of more than \$1,500 from a student. Following course commencement ACFB 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 wish to pay their entire course fee at the start of their course, may choose the following option:

- Pay \$1,500 on enrolment
- Remaining course fee (if the balance exceeds \$1,500) on a Direct Debit Instalment Plan over a duration approved by the student, with no one payment exceeding \$1,500.

3) Fees paid after commencement

3.1 After the commencement the course is ACFB to take a payment from a student of more than \$1,500 at any one time.

4) Preparing the Statement of Fees

4.1 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.

4.2 The Statement of Fees lists:

- a. the code, title and currency of the training product in which the Eligible Individual is to be enrolled, as published on the National Register;
- b. the training and assessment, and related educational and support services, ACFB will provide to the Eligible Individual, including the:
 - i. estimated duration;
 - ii. expected locations at which training and assessment will occur;
 - iii. expected modes of delivery; and
 - iv. any work placement or practical placement arrangements.
- c. the hourly tuition fees relevant to the Eligible Individual enrolment taking account of any applicable concessions or waiver/exemptions;
- d. the approximate value of the government contribution expressed in dollars; and
- e. any other applicable fees, such as student services, amenities, goods or materials.

4.1 Once completed, a copy is printed for the student's file and a copy is emailed to the student with the 'acceptance letter'.

5) Statement Tuition Assurance for Exempt VET Student Loans (VSL) Providers





5.1 Introduction

- a) Tuition assurance protects students in the event a course provided by an approved VSL provider ceases to be provided after it starts but before it is completed. Affected students are offered a replacement course with another provider and where this is not possible, the students' FEE-HELP balance for the affected part of the course will be re-credited.
- b) As an approved provider under the VET Student Loans Act 2016, the Australian College of Fitness & Bodywork Pty Ltd, ABN: 23 095 258 763, ACN: 095 258 763, must be a party to an approved tuition assurance arrangement or have an approved exemption in place.
- c) It is intended that, from 1 January 2018, ACFB will be exempted from the requirement to be a party to an approved tuition assurance arrangement. Instead, ACFB is required to comply with interim arrangements which ensure similar tuition assurance protection is provided to students. The interim arrangements are with the Commonwealth Department of Education and Training and for further information you can contact the Tuition Assurance Administrator on Ph. 1300 259 044 or visit the website at www.education.gov.au/tuition-assurance-and-provider-closures
- d) This statement sets out the interim arrangements for tuition assurance that will apply from 1 January 2018 and ACFB's obligations from that date.
- e) If any changes occur to the proposed arrangements outlined below, a revised statement will be provided on ACFB's website and advised to all students that have enrolled in the intervening period.

5.2 What happens if ACFB ceases to provide a course after it starts but before it is completed?

In the unlikely event ACFB is required to cancel a student's enrolment in an approved course, or a part of an approved course, after the census day for the course, ACFB will:

- a. inform the student of a proposed cancellation within 2 business days after ACFB ceases to provide the course; and
- b. provide an alternate class or delivery option to the student, if available, and
- c. provide the student with at least 28 days to initiate grievance procedures before the cancellation takes final effect; and
- d. provide for the cancellation to take final effect only after any grievance procedures initiated by the student have been completed; and
- e. As soon as practicable, ACFB will also update its website to reflect that the course is no longer being delivered and to give students information about the tuition assurance arrangements, and
- f. set out the circumstances in which fees for the course, or the part of the course, concerned will, or will not be, refunded.

5.3 Replacement courses

- a) The Commonwealth Department of Education and Training (the Department) (or a consultant engaged by the Department) will work with affected students to identify a replacement course and arrange for students to be placed with replacement providers.
- b) Replacement courses must meet the following requirements:



- the course must lead to the same or comparable qualification as the original course;
 - the mode of delivery of the replacement course must be the same as or, with the student's consent, similar to the mode of delivery for the original course;
 - the location of the replacement course must be reasonable, having regard to the costs of, and the time required for, a student's travel; and
 - the student will not incur additional fees that are unreasonable and will be able to attend the replacement course without unreasonable impacts on the student's prior commitments.
- c) Affected students will be offered a replacement course and may seek a review about whether the course offered to them meets the requirements for replacement courses.
- d) A student who accepts the replacement course offered will not be required to pay the replacement provider for the replacement components of the replacement course. However, the fees payable for the remainder of the replacement course may be different from the fees payable for the original course.
- g. A student who accepts the replacement course offered will also receive course credits for parts of the original course successfully completed by the student, as evidenced by:
- a copy of a statement of attainment or other Australian Qualifications Framework certification document issued by the course provider or an authorised issuing organisation in accordance with the Australian Qualifications Framework; or
 - a copy of an authenticated VET transcript issued by the Student Identifiers registrar.
- h. Each affected student will have a period of six (6) months in which to accept the replacement course offer. The Department may extend that period in circumstances that justify an extension.
- i. If an affected student enrolls in a course that is not a replacement course, the student may be required to pay additional tuition fees and might not receive the course credits the student would have received if the student had enrolled in a replacement course.

5.4 Re-crediting of students' FEE-HELP balances

- a) Where there is no suitable replacement course for a student, ACFB will re-credit the student's FEE-HELP balance for the affected parts of the original course. The amount re-credited will be equal to the amount of VET student loan used to pay tuition fees for the student for the course, or parts of the course.

5.5 Prepaid fees

- a) ACFB does not accept single payments greater than \$1,500 pre-paid tuition fee.
- b) For tuition fees paid up-front below \$1500, students should be aware that there is no formal protection in place and students will be responsible to seek a refund for these fees directly from ACFB if ACFB fails to provide the agreed services. ACFB has in place a student withdrawals, transfers and refunds policy and procedure. If the provider is under external administration, this may require the student submitting a proof of debt with the external administrator.

5.6 Record keeping

It is suggested best practice for students to retain assessments, records of competencies or statements of attainment that they receive from their education provider.

6) VET Student Loan Program



- 6.1 In relation to fees other than tuition fees ACFB does not require fees to be paid for the following:
- assessments to determine whether a student is academically suited to undertake a course;
 - applying for enrolment, or enrolling in, an approved course.
- 6.2 ACFB defines a tuition fee for a course as including the maximum amount covered by a VET Student Loan (the covered fee) and the remaining tuition cost not covered by the loan – the ‘gap fee’. As part of the tuition fee, the gap fee does not include fees for non-tuition services such as:
- items and equipment that become the student’s physical property and are not consumed in the course (that is maps, charts, textbooks).
- 6.3 In determining tuition fees for an approved course ACFB will not have any regard to any of the following:
- fees payable for a particular form of access to a good or service that is essential for all or part of the course and access to which in another form is provided by the approved course provider without additional charge;
 - fees paid by a student enrolled in the course directly to the approved course provider for the supply of a good or service that is either:
 - a) equipment or physical items that become the student’s property and are not consumed during the course; or
 - b) food, transport or accommodation associated with the provision of field trips that form part of the course;
 - c) and that the student could have acquired, but chose not to acquire, from another supplier;
 - d) a fine or penalty imposed by the provider as a disincentive for something other than withdrawing from all or part of the course, and not to raise revenue or cover administrative costs;
 - e) the provision to a student enrolled in the course of a good or service that is not essential for all or part of the course.
- 6.4 ACFB proportionately spreads tuition fees over periods of the course and that must only charge tuition fees for an approved course as follows:
- the fees to be covered by VET student loans, and any other tuition fees, are to be reasonably apportioned over:
 - I. the fee periods for the course; and
 - II. the parts of the course included in the fee periods;
 - none of the tuition fees for the course are to be payable outside a fee period for the course.
- 6.5 ACFB always ensures that when determining fee periods that:
- it chooses 3 or more fee periods for an approved course; and
 - may choose different fee periods for different students.

The fee periods for the course must:

- be sequential and together equal the duration of the course; and
- be of equal, or approximately equal, length based on the estimated duration of the course; and
- each contain at least one census day for the course.

- 6.6 ACFB ensures that students meet the eligibility requirements for access to a loan, including ensuring the amount of the loan is not greater than the student’s remaining FEE-HELP balance with the VSL compliance offer monitoring this when allocating student CHESSN and records confirmation of availability in the VSL data spreadsheet. Additionally,



to be considered for a loan prospective students must declare during application process that they have enough FEE help balance to meet the amount of the requested loan. In its approved Course General Information Fact Sheet ACFB specifies that in terms of the maximum course cap available, if students change providers and continue studying the same course, there is no increase to their course cap and their course cap does not 're-set'.

- 6.7 If during the application process the applicant declares that they have accessed a VET Student Loan in the past and is continuing to study the same course with ACFB, ACFB will seek relevant information from the student as to when the student applied for the loan for the course (to determine the loan cap that applied at the time) and the amount of loan accessed to date.
- 6.8 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.
- 6.9 ACFB 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.
- 6.10 ACFB 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.
- 6.11 ACFB reasonably proportions its tuition fees and no tuition fee is paid outside of a fee period for a course.
- 6.12 For any course which is eligible for the VET Student Loan scheme, ACFB 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.
- 6.13 ACFB 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.
- 6.14 ACFB 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.

7) Skills First Program (Vic)

ACFB 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.

- 7.1 Concessions - ACFB 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. ACFB 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 Course Consultant.

- 7.1 Fee waivers/exemptions - ACFB 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.
- 7.2 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.
- 7.3 ACFB 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.
- 7.4 Young people on Community Based Orders. ACFB 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. ACFB 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
- 7.5 Should exceptional circumstances arise, the Business Manager can consider a reduced fee or a fee waiver. If approved, then the supporting documentation is to be given to Compliance Manager to ensure that the appropriate funding model is reported.
- 7.6 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;
- 7.7 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;
- 7.8 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.

