

## Purpose

The purpose of this policy outlines The Animal Academy's approach to managing fees and refunds and to demonstrate how fees paid in advance are protected by The Animal Academy.

This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards.

## Definitions

**ASQA** means Australian Skills Quality Authority, the national VET regulator and the RTO's registering body

**Fee Payer** means the nominated payer of a student's course fees, usually either the student or the employer paying on behalf of the student

**SRTOs** means the Standards for RTOs 2015 – refer definition of 'Standards'

**Standards** means the Standards for Registered Training Organisations (RTOs) 2015 of the VET Quality Framework which can be accessed from [www.asqa.gov.au](http://www.asqa.gov.au)

## Policy

### 1. Information about fees and charges

- The Animal Academy protects the fees that are paid in advance by students, by not requiring a student to ever pay more than \$1,500 in advance for services not yet provided, either prior to course commencement or at any stage during their course, unless they choose to pay more.
  - Fees will be paid off during the course in instalments according to a set payment plan which meets these requirements
- Fee information relevant to a course is outlined in detail in the *Student Agreement* and summarised on the *Course Outline* as well as the RTO's website. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment or commencement of training, whichever is first.
- Fee information includes:
  - All costs for the course including any materials fees
  - Any other costs payable to the RTO including costs for recognition of prior learning if applicable
  - Payment terms and conditions including deposits, refunds, and payment plans if applicable
- The *Student Agreement* and the *Student Handbook* which are provided prior to enrolment, includes this Fees and Refunds Policy, and informs the student of their consumer rights. Students are asked to sign the *Student Agreement* in acknowledgement of the terms and conditions of the enrolment and this policy.
- Where an employer is paying for a student's course, an Employer Agreement will be provided at the time of enrolment outlining the total fees, payment terms and schedule of payments applicable.
- No cooling-off period applies as The Animal Academy does not use unsolicited consumer agreements (such as tele-marketing, door-to-door selling or direct approach marketing in a public places).

### 2. Course fee inclusions

- Course fees as applicable to each course are detailed on the *Student Agreement* and include:
  - All of the training and assessment as well as educational support services required for students to achieve the qualification or course in which they are enrolling within the attempts allowed.
  - Where a student fails to achieve a satisfactory outcome after two attempts at an assessment task, the student will need to re-enrol into the unit or units in question and will be charged a pro-rata course fee based on the number of units required to be undertaken.
  - One copy of the required textbooks and learning materials for each student unless otherwise stated on the Course Outline.
  - Issuance of one set of certification documents including the testamur (certificate) and record of results and/or a Statement of Attainment (in the case of withdrawal or partial completion).

- Course fees do not include:
  - Any optional textbooks and materials that may be recommended but not required to complete a course.
  - Replacement textbooks if original copies are lost or misplaced. Costs for replacement textbooks are outlined on the Student Agreement.
  - Stationery such as paper and pens or other personal use items such as computers or internet access that may be required to complete homework tasks.
  - Printing costs (if required)
  - Re-issuance of AQF certification documents. Re-issuance or additional copies of these documents will attract a fee per document plus the cost of postage if required.
- The Animal Academy cannot guarantee that students will successfully complete the course in which they enrol regardless of whether all fees due have been paid.

### 3. Payments

- Fees are payable as per the Fee Schedule.
- All fees must be paid in Australian dollars.
- If the student changes visa status (e.g. becomes a temporary or permanent resident) he/she will continue to pay full overseas student's fees for the duration of that calendar year.
- Any refund of tuition fees or non-tuition fees in the event of visa refusal or default is prescribed by legislation (Education Services for Overseas Students (ESOS) Act 2000 and Regulations 2001). Refer to the Refund Policy available in point 5 of this document.
- Any refund of tuition fees or non-tuition fees for student default will be paid as per The Animal Academy's Refund Policy, which is part of this agreement.
- Under s.27 of the Education Services for Overseas Students Act 2000, The Animal Academy can receive no more than 50% of the student's total tuition fees for a course before the student has begun the course, unless the course has a duration of 25 weeks or less; Or if the person responsible for paying the student's fees chooses to pay more than 50% of the total course tuition fees before the course start date.
- Payments will be collected in arrears (i.e., you will start your training with us before your first payment is due). Payment plans will be detailed in your Student Agreement Letter.
- Fees are to be paid within (14) days of receipt of an invoice, as issued and approved by The Animal Academy. The terms of all invoices are fourteen (14) days.
- For group bookings, a 50% deposit of the total cost is required to confirm the booking. This deposit is non-refundable except in the instance where The Animal Academy cancels the course. Invoices for group bookings will be addressed to the organisation in charge of making the booking and invoices to individuals will not be provided.
- Electronic transfers or Direct Debits (electronic transfer) are the preferred method of payment. However, payments can be accepted by bank cheque, money order or in person at The Animal Academy.
- Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.
- Debts will be referred to a debt collection agency where fees are more than 40 days past due.
- The Animal Academy reserves the right to suspend the provision of training and/or other services until fees are brought up to date. Students with long term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.

### 4. Non-Refundable situations for fee-for-service students

- All course fees for fee-for-service students include an Enrolment Fee (or non-refundable deposit) which will only be refunded where The Animal Academy is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.

- A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.
- RPL application fees are non-refundable.
- Students who lodge a withdrawal form, within two (2) weeks of the commencement of their course in writing, outlining the details and reason for their request will not have incurred any fees and will not be invoiced by The Animal Academy, therefore will not have any fees to refund.
- Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the *Application for Refund Form*. The application must include the details and reason for the request. Students who have not completed a *Withdrawal Form* are not eligible for consideration of a refund or reduction in fees.
- Where The Animal Academy needs to make changes to the way the course is run as in the case of an unforeseen event or as directed by the government and where provisions for adaptation are implemented but the student chooses not to attend or agree to the changes, a refund will not be available.

## 5. Refundable situations for fee-for-service students

- In the unlikely event that The Animal Academy or any third parties responsible for delivering training and assessment on its behalf, is unable to deliver the course or any portion of the course as promised, the student will be issued with a refund for the course or portion of course that was not provided. This includes the following situations:
  - Where The Animal Academy or any third parties delivering training and assessment on its behalf ceases to operate.
  - Where The Animal Academy ceases to deliver the course in which a student is enrolled, and the agreement is terminated.
  - Eligibility for a refund will be assessed based on the services provided to the student and the costs incurred by The Animal Academy in order to provide those services to the student.
- Eligibility of a refund in the event of visa refusal or default:
  - If a student produces evidence of visa refusal (or provides permission for The Animal Academy to verify visa refusal with the Department of Home Affairs) and fails to start a course on, or withdraws from the course on or before the agreed starting day, The Animal Academy will refund within four weeks of receiving a written claim from the student the total amount of course fees received by The Animal Academy before the student's default day, minus the amount of the Application Fee.
  - If a student whose visa has been refused withdraws from the course after it has commenced, The Animal Academy will retain the amount of tuition fees proportionate to the amount of the course the student has undertaken and will refund of any unused tuition fees\* received by The Animal Academy with respect to the student within the period of four weeks after the day of student default.
  - \**Calculation of the refund due in this case is prescribed by a legislative instrument (s.10 of Education Services for Overseas Students (Calculation of Refund) Specification 2014).*
- Eligibility for a refund will be assessed based on reviewing the services and/or materials provided to the student and the costs incurred by The Animal Academy in the provision such as:
  - Textbooks or other materials provided
  - Training provided received (e.g., number of meetings/classes/visits etc.)
  - Individual support provided by the trainer/assessor
  - Assessments marked or feedback provided (including RPL)
- The outcome of the refund assessment will be provided in writing to the student's registered address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our *Complaints and Appeals Policy & Procedure*.

## 6. Recording and payment of refunds

- Refunds will be paid to the person or organisation that made the original payment.
- Refund assessments can be appealed following our *Complaints and Appeals Policy & Procedure*.
- Records of refund assessments and issuance of refunds will be stored securely on the student's file and in our accounts keeping system.

## 7. Publication

- The Animal Academy will publish in a prominent place on its website the following:
  - Costs for fee for service programs.
  - This Fees and Refunds Policy.