

Fees and Refund Policy and Procedure

The Learning Professionals

DATE OF ISSUE:	18 Oct 2021
APPROVED BY:	Leon Semmens
VERSION NO:	2.1



CONTENT

1. Policy Statement
2. Scope
3. Departments Affected
4. Responsibility Adherence and Enforcement
5. Definitions
6. Procedures – Fees and Charges
7. Procedures – Refunds

Current Version No.	2.1	Next Review Date	8 Nov 2022
---------------------	-----	------------------	------------

Fees and Refund Policy and Procedure

1. POLICY STATEMENT

The purpose of this policy is to ensure that fees, charges, and refunds are dealt with in a transparent, ethical, and consistent manner in line with governing regulations and legislation.

This policy is made available to all stakeholders on The Learning Professionals website.

2. SCOPE

The Student Support policy applies to all students enrolled in and studying VET courses at The Learning Professionals.

3. DEPARTMENTS AFFECTED

This Policy applies to Admissions, Finance and Student Support Departments.

4. RESPONSIBILITY, ADHERENCE AND ENFORCEMENT

The CEO is responsible for this policy ensuring staff, third parties, authorised education agents and students are aware of The Learning Professionals fees, changes and refund policy and procedure.

The RTO Manager is responsible for the implementation of this policy.

The administration staff are responsible for the application of this policy.

5. DEFINITIONS

Course	A vocational qualification offered by The Learning Professionals.
Agreed starting day	The day on which the course was scheduled to start, or a later day agreed between The Learning Professionals and the student for the course to start.
Default day	Default day means: a) The agreed starting day or b) The day on which the course ceased to be provided, or c) The day on which the student withdraws from the course, or d) The day on which The Learning Professionals refuses to provide, or continue providing, the course to the student.
Student default	Refers to the circumstances where: <ul style="list-style-type: none">• The student does not start the course on the agreed starting date and location (and has not previously withdrawn); or• The student withdraws from the course at the location (either before or after the agreed starting date); or• The Learning Professionals refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:<ul style="list-style-type: none">○ the student failed to pay the due amount to The Learning

Current Version No.	2.1	Next Review Date	8 Nov 2022
---------------------	-----	------------------	------------

Fees and Refund Policy and Procedure

	<p>Professionals</p> <ul style="list-style-type: none"> ○ the student breached a condition of their student visa ○ student does not return to studies after an approved holiday break ○ Misbehaviour by the student
Provider default	<p>A registered provider defaults, in relation to a student or intending student and a course at a location, if:</p> <ul style="list-style-type: none"> a. either of the following occurs: <ul style="list-style-type: none"> i. the provider fails to start to provide the course to the student at the location on the agreed starting day ii. the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and b. the student has not withdrawn before the default day.

6. PROCEDURES – FEES AND CHARGES

6.1 The Learning Professionals ensure that all students are provided with accurate fees, charges, and refund information prior to enrolment. Current fees and charges are provided to students via our website and in the program information documents. Upon enrolment all students are issued with an invoice of fees which includes information regarding the fees and charges for training and assessment services and payment processing information.

6.2 Fee types

All fees, charges and refunds are indicative of governing legislation and regulations in their development, implementation, and collection.

- Application fee – is a fee charged on application
- Resources/administration fee – is a fee charged on commencement of program which includes administration/resources and amenities (GST payable)
- Tuition - Fee for service – is the price of tuition training where the student is not eligible to receive government funding. (GST not payable)
- RPL and CT transfer Fee – is the price of RPL and CT recognition assessment (GST not payables)

6.3 Additional fees

6.3.1 All students

- Credit Transfer Per Unit \$30
- Late Payment Fee \$50
- Replacement of Certificate/Statement of Attainment \$30
- Verification of Certificate/Statement of Attainment \$30
- Re assessment fees (after three previous attempts) \$150
- Replacement student ID card \$20.00
- Skills Test for Credit Transfer \$200

6.3.2 International students only

- Deferment of Studies / Extension of CoE \$200
- Overseas Student Health Cover (OSHC) as per OSHC provider policy

Current Version No.	2.1	Next Review Date	8 Nov 2022
---------------------	-----	------------------	------------

Fees and Refund Policy and Procedure

- Airport pick up fee: as on request
- Accommodation Assistance fee: as on request

6.4 Fee information – All students

- 6.4.1 The Learning Professionals provides training and assessment services that:
- are provided with acceptable care, skill, and technical knowledge, taking all necessary steps to avoid loss and or damages to the student.
 - are fit for the purpose or give the results that the student has agreed to.
 - are delivered within a reasonable time when there is no agreed end date.
- 6.4.2 Where, The Learning Professionals collect fees from the individual student, either directly or through a third party, the RTO provides or directs the student to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:
- a. all relevant fee information including:
 - fees that must be paid to The Learning Professionals; and
 - payment terms and conditions including deposits and refunds.
 - b. the learner's rights as a consumer, including but not limited to any statutory cooling-off period if one applies.
 - c. the student's right to obtain a refund for services not provided by The Learning Professionals if the:
 - training arrangement is terminated early; or
 - The Learning Professionals fails to provide the agreed services.
- 6.4.3 These Fees and Refunds policies and procedures do not negate the student's consumer rights in accordance with Commonwealth and State consumer laws.

6.5 Consumer Guarantee

- 6.5.1 The Learning Professionals consumer guarantee on products and services applies to:
- the delivery of training and conduct of assessment for single and bundled qualification courses.
 - delivery of training and conduct of assessment via face to face, distance and/or online qualification courses and services.
- 6.5.2 Students or a person approved by the student may apply for a refund from The Learning Professionals if the services contracted, did not meet any of the consumer guarantees in relation to services.
- 6.5.3 A student guarantee, does not apply if the student:
- received services requested, but simply change their mind
 - abused services (misbehaviour) in any way that causes a predicament
 - knew of or was aware of the unsuitability of the services for them personally before they entered into an agreement for the provision of services and qualification courses.

6.6 Fee calculation

- 6.6.1 Course tuition fees are calculated from the first hour or day of commencement of the study period. Students are not charged tuition fees for published public holidays or approved Institute holiday breaks during the course duration
- 6.6.2 When accepting your offer of admission to The Learning Professionals, the Student must pay the minimum deposit identified in their letter of offer towards your tuition fees.

6.7 Overseas Student Health Cover (OSHC) – International Students Only

Current Version No.	2.1	Next Review Date	8 Nov 2022
---------------------	-----	------------------	------------

Fees and Refund Policy and Procedure

If an international student is applying for a student visa, they are also required to pay the compulsory Overseas Student Health Cover (OSHC) amount listed on their Offer Letter.

6.8 Fee Collection – Domestic Students

When collecting fees in advance, no more than \$1,000 can be collected for each individual student prior to training commencing. After commencement of training, amounts of up to \$1,500 may be collected at any time.

6.9 Fee Collection – International Students

6.9.1 All fee payments must be made in Australian Dollar.

6.9.2 The Learning Professionals will not receive pre-paid fees, in respect of an overseas student or intending overseas student, of more than 50% of the student's total tuition fees for a course before the student has begun the course. This will NOT apply if either of the following choose to pay more than 50% of the overseas students, or intending overseas student's, total tuition fees for a course before the student has begun the course:

- a. the student
- b. a person who is responsible for paying those fees; or
- c. the course has a duration of 25 weeks or less.

(Division 2, Section 27, Education Services for Overseas Students Act 2000, June 2018).

6.10 Fees Paid in Advance

All fees collected in advance from an international student will be held in trust by The Learning Professionals and will not be transferred to the RTO trading account until the student commences their course of study, unless The Learning Professional is certain that there will be no default (student or provider) involving this student.

6.11 Financial Hardship

Students who are facing hardship or difficulty in paying the tuition fee may in consultation with the RTO Manager agree to pay their tuition fee on a payment plan through direct debit processing. Students are only able to commence their training once they have either paid the administration fee and initial tuition fee (if under \$1000) or have entered a payment plan.

6.12 Payment plans – International students

Applicants may choose to pay their fees monthly as specified in the Payment plan attached to their Offer Letter.

7. PROCEDURES – REFUNDS

7.1 Students or a person approved by the students, may make a request for Refund of tuition fees via email admissions@thelearningprofessionals.com.au. Whether the student is entitled to a refund or not, they will receive written notification of the outcome which will include an explanation of how the refund was calculated within 10 working days of receipt of the refund application. The refund will be paid via Electronic Funds Transfer (EFT) to the applicants nominated bank account or another person who paid the fees on behalf of an overseas student.

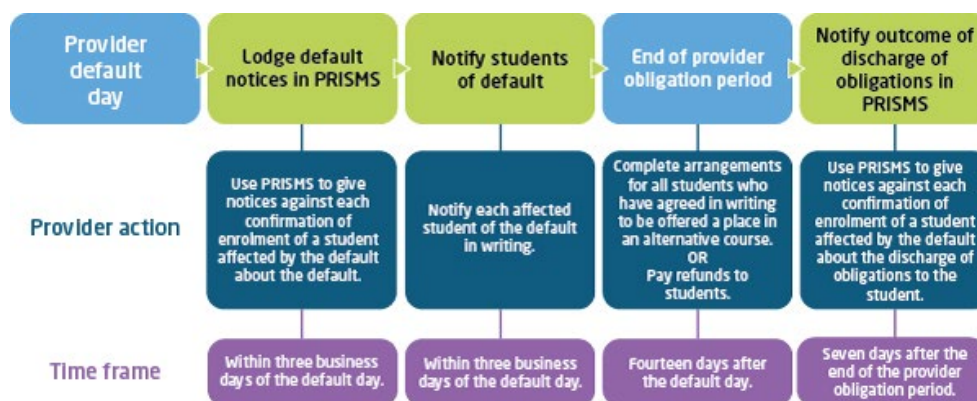
7.2 Provider Default – All students

7.2.1 The Learning Professionals must refund the amount (if any) to the student or the original payee applicant (workplace).

Current Version No.	2.1	Next Review Date	8 Nov 2022
---------------------	-----	------------------	------------

Fees and Refund Policy and Procedure

- 7.2.2 If, The Learning Professionals ‘Defaults’ on student, this refund applies to a student in relation to a course if:
- a. The course does not start on the agreed starting day; or
 - b. The course ceases to be provided at any time after it starts but before it is completed; or
 - c. The course is not provided in full to the student because a sanction has been imposed on The Learning Professionals and the student has not withdrawn before the default day.



- 7.2.3 The Learning Professionals must pay the following amount within 2 weeks (14 days) after the default day.

Refund reason	Time frame	Refunded	Documents
The Learning Professionals ceases the course	Before the commencement of the course	100% tuition fee refunded including material fee The Application fee \$200 is non-refundable	N/A
	If student already commenced the course	Pro rata tuition fee No refund application fee and material & equipment fee	N/A

7.3 Student Default

- 7.3.1 If the Student Defaults on The Learning Professionals, the following refund applies to students in relation to a course if:
- a. The course starts on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
 - b. The student withdraws from the course (either before or after the agreed starting day); or
 - c. The Learning Professionals refuses to provide, or continue providing, the course to the student because of one or more of the following events:
 - i. The student failed to pay an amount they were liable to pay The Learning Professionals, directly or indirectly, to undertake the course.
 - ii. The student does not engage over a 6-week period in the training and assessment services agreed upon
 - iii. Misbehaviour by the student resulting in removal from the program.

Current Version No.	2.1	Next Review Date	8 Nov 2022
---------------------	-----	------------------	------------

Fees and Refund Policy and Procedure

7.3.2 The Learning Professionals must pay the following amount within 4 weeks after receiving a written claim from the student.

Refund for international students:

Refund reason	Time frame	Refunded	Documents
Visa refusal (offshore)	Has not commence the course	100% tuition fee refunded less 5% of the paid fees (including the tuition and Material fees) The Application fee is non-refundable	- Cancellation form - Visa refused letter
Withdrawal, Transfer, Onshore visa refused	Written notification is given prior to the commencement date	100% tuition fee refunded less 5% of the paid fees (including the tuition and Material fees) The Application fee is non-refundable	- Cancellation form - If transfer to other provider: Release form and new offer letter
	Written notification is given on or after the commencement date	Pro rata tuition fee No refund admission fee and material & equipment fee	
LP cancel student's enrolment due to the student breach the student agreement	Any time	Pro rata tuition fee No refund admission fee and material & equipment fee	N/A
Student fails to commence the course	Any time	Pro rata tuition fee No refund admission fee and material & equipment fee	N/A
Deceased students		Pro rata tuition fee	LP reserves the right to request official supporting documentation

Current Version No.	2.1	Next Review Date	8 Nov 2022
---------------------	-----	------------------	------------

Fees and Refund Policy and Procedure

Refund for domestic students:

Refund reason	Time frame	Refunded	Documents
Withdrawal, Transfer,	Written notification is given prior to the commencement date	100% tuition fee refunded less 5% of the paid fees (including the tuition and Material fees) The Application fee is non-refundable	- Cancellation form
	Written notification is given on or after the commencement date	Pro rata tuition fee No refund admission fee and material & equipment fee	
LP cancel student's enrolment due to the student breach the student agreement	Any time	Pro rata tuition fee No refund admission fee and material & equipment fee	N/A
Student fails to commence the course	Any time	Pro rata tuition fee No refund admission fee and material & equipment fee	N/A
Deceased students		Pro rata tuition fee	LP reserves the right to request official supporting documentation

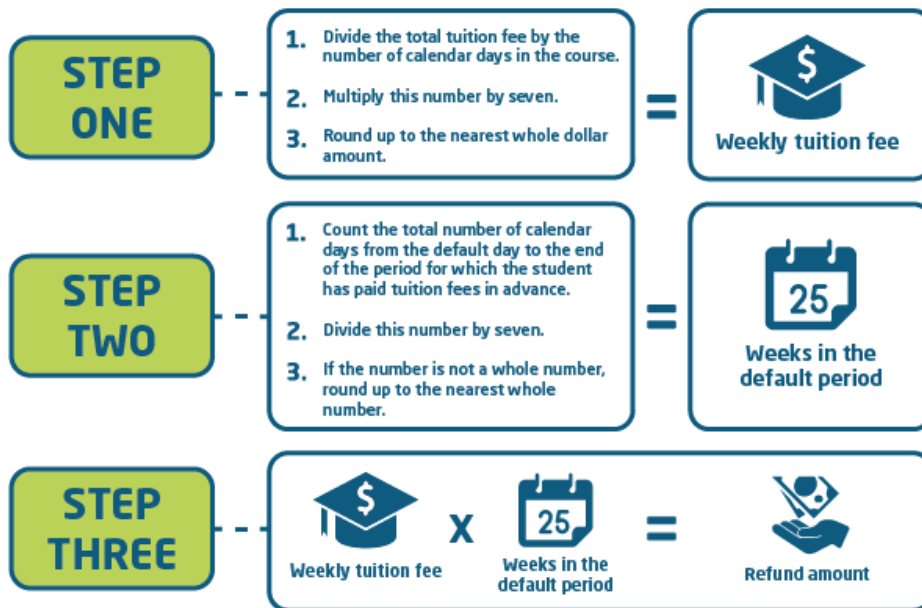
7.3.3 Material and Equipment fees are non-refundable if the packaging seal is broken and there is evidence that the materials have been used.

7.4 Refund calculation

7.4.1 There are three steps involved in calculating the amount of refund owed to a student:

Current Version No.	2.1	Next Review Date	8 Nov 2022
---------------------	-----	------------------	------------

Fees and Refund Policy and Procedure



Current Version No.	2.1	Next Review Date	8 Nov 2022
---------------------	-----	------------------	------------