

Policy and Procedure:

Refunds

Objective:

The Australian Institute of Fitness (AIF) acknowledges that there are times whereby students cannot engage in their studies nor wish to continue their studies. This policy and procedure explains where a Student is eligible for a refund, and supplements AIF's Fees and Charges policy and procedure as well as its Variation to Enrolment policy and procedure.

Effective Date:

16 March 2022

Definitions:

ASQA means the Australian Skills Quality Authority.

Applicant means a prospective AIF student.

Student means an enrolled learner that has agreed to use the services provided by AIF.

Incidental fee is a charge for an essential good or service that the applicant/student requires for their selected course, usually equipment or other items that become the physical property of the individual and that are not consumed during the course.

Prepaid fees means fees collected before the relevant services have been provided. These include payments made at any time before, during or after the Student enrolls.

RTO means Registered Training Organisation, commonly known as a Training Provider or Provider and has the meaning given as defined in the NVR Act 2011.

VET means vocational education and training.

VET Student Loan (VSL) Common Definitions:

Approved courses are courses delivered only by an approved course provider that has been approved to offer that particular approved course.

CAN means the Commonwealth Assistance Notice which is issued after the Census date and includes information about the Student's enrolment, any HELP debt incurred or Student contribution amounts paid to date and any loan fee incurred.

Census Day is the day the student incurs financial liability for the unit of study. Students may cancel their enrolment by the census day without incurring tuition fees (or a HELP or VET Student Loans debt) for the course or the part of the course.

CHESSN is the Student ID issued as part of the Student's Commonwealth Assessment Notice (CAN).

Covered fees are the amount of the course tuition fees to be covered by a VET Student Loan and is set out on the Student's VET Student Loans Statement of Covered Fees.

Course loan cap means the total amount of loan an eligible student may access for a particular course.

Fee periods are the tuition fees for the course which are proportionately distributed across at least three sequential fee periods. Each fee period contains at least one Census Day. Therefore, there are at least three census days/three units over the course.

Gap fees are the difference between the covered fees and the total tuition fee for a course.

Genuine student is one that has been determined by the RTO as having demonstrated they are reasonably engaged in the course and have completed the student progression requirements.

HELP loan limit is the maximum amount a person can borrow over their lifetime for VET Student Loans, VET FEE HELP, FEE-HELP, and HECS-HELP. (Note, only HECS-HELP incurred after 1 January 2020 counts towards the HELP loan limit). The HELP loan limit is indexed annually on 1 January.

HELP balance is a person's HELP limit minus any VET Student Loans, VET FEE HELP, FEE HELP and HECS-HELP loans they have used.

Provider fee limit is the maximum dollar amount for VET Student Loans that can be paid to an approved course provider for a particular period of time and/or for a particular approved course(s).

Tuition fees are the total fees for the course (including the covered fees plus any gap fee).

Unit of study may comprise a group of units of competency or one unit of study may equal one unit of competency. Rules apply to providers in respect of units of study, such as determining census days, publishing fees, issuing notices, reporting fees and completions, and withdrawal and penalty provisions.

VSL tuition protection levy is a risk-based annual levy, payable by leviable providers, to fund tuition protection arrangements for the VSL program.

Policy:

AIF is committed to protect and safeguard all Students' fees and to ensure that no Student is disadvantaged, should a withdrawal or cancellation be necessary.

AIF adheres to all regulatory and statutory requirements about fees and charges, including all consumer protection requirements, which include issuing of refunds in specified scenarios which may be either Student or AIF-initiated.

**Responsibilities
and
Accountabilities:**

This version of the policy and procedure and any amendments to related documents, have been authorised by AIF's Chief Executive Officer (CEO). The Head of Finance, as delegated by the CEO, is responsible for ensuring this policy and procedure is implemented at all times across AIF and ensuring that all staff are fully trained in its operation.

AIF's Compliance Manager is also responsible for ensuring this policy and procedure and related documents are maintained and up to date through an annual revision, as well as through any ongoing quality activities including audits and feedback.

In accordance with the AIF Code of Conduct, any breach of this policy is dealt with seriously and may result in disciplinary action including termination of employment, depending on the severity of the breach.

Where Team Members consider that significant departures from the principles of this policy have occurred, they are obligated to report it immediately to their Line Manager or iExec Team Member. Failure to do so constitutes a breach of this policy & AIF Code of Conduct.

Procedure:**Student Fees and Deposits**

AIF allows for and has procedures in place to accept fee deposits which may be up to (and does not exceed) \$1500.

Student Initiated*Applying for a Variation*

All students must complete and submit the appropriate Variation to Enrolment Application Form at least 15 working days prior to the proposed date of variation in line with AIF's Variation to Enrolment policy and procedure, and if approved will also determine the Student's eligibility for a full or partial refund of any pre-paid fees and charges, based on the following business rules.

Both applications for deferral and withdrawals are forwarded in the first instance by the Student to: payments@fitness.edu.au

Deferring an Enrolment

No fees will be refunded for a deferral.

Withdrawing from an Enrolment

Withdrawing from a program in which the Student is enrolled, will result in the enrolment being cancelled by AIF. Where a Student request to withdraw is approved, the following Student fee liabilities and refund, depending on the scenarios outlined below and which do not apply to VET Student Loan supported students) will apply:

- A full refund including the deposit, will apply, if a Student terminates their Enrolment Agreement during the cooling-off 10 business day period and returns all AIF issued materials in good condition

- Where the cooling off period has expired prior to commencement date: the Student is liable to pay 10% of the full (non-discounted) tuition fee as noted in the Enrolment Agreement
- After the commencement date, cooling off period and within 20% of the course's duration period*: the Student is liable to pay 20% of the full (non-discounted) tuition fee as noted on the Enrolment Agreement
- After 21% of the course's duration period* and up to the completion date: the Student is liable to pay 100% of the full (non-discounted) tuition fee as noted on the Enrolment Agreement.

*The course duration period is based on the calendar days from the date of commencement x total course length as listed on the most current Enrolment Agreement issued to a Student.

In the event that a Student is enrolled in two or more concurrent courses, the commencement date, cooling off period and course duration periods will be calculated for each course separately and may differ.

As AIF qualifications are not fully embedded and are holistically delivered, it is not likely that any withdrawing Student may have fully completed a lower level qualification, which attracted a lower student fee and thereby a refund cannot apply.

These Student refund/liability rules do not apply to VET Student Loan supported Students - refer to VSL Program section below as well as Variation to Enrolment policy and procedure for Program specific requirements.

Extenuating Circumstances

Students may have extenuating circumstances that prevent them from participating in their enrolled Program and have decided to withdraw. Where a Student believes that they have extenuating circumstances, the Student must request an exemption from any incurred fee liability (as outlined above), through completing and submitting the Extenuating Circumstances section of the Variation of Enrolment (Withdrawal and Transfer) Form. It is at the discretion of the AIF's regional General Managers to approve/not approve this request, in accordance with AIF's Variation to Enrolment policy and procedure. Refer to Variation to Enrolment policy and procedure for further details.

Transferring an Enrolment

Enrolments transferred between campuses are only available for identical qualifications and no refund will be offered, given that the Student has opted to continue with their studies.

AIF-Initiated Deferral or Cancellation of Enrolment

Deferring an Enrolment

AIF will defer a student's commencement when a course is not offered at the scheduled commencement date.

The Student will be offered the opportunity to:

- Commence at the later course date
- Transfer to an alternative course, where appropriate.

Should the Student accept one of these offers, any pre-paid fees will be transferred to the new course upon the Student's completion of AIF's application and enrolment process for this course, and where the Student was confirmed as meeting all the course entry requirements.

Where the new commencement date is within a one month period from the initial commencement date, no refund will be provided unless extenuating circumstances are submitted by the Student and approved by AIF.

Where the new commencement date is after a one month period from the initial commencement date, the Student may opt to withdraw and a full refund will be provided for any pre-paid fees.

Withdrawing an Enrolment

Where AIF withdraws a student enrolment based on the circumstances outlined in the Academic Misconduct policy and procedure, AIF will not refund any pre-paid fees.

Ceasing to Offer a Qualification – Enrolled Students

In instances where AIF ceases to offer a qualification, it will ensure that all impacted and enrolled Students receive a partial refund for any portion of the course not yet delivered.

Termination as an RTO

In the event that AIF terminates as an RTO, it will return any pre-paid fees to the Student for any training services not yet delivered.

Administering the Refund

Upon approval of the refund based on the specific circumstances (refer to Withdrawing from an Enrolment section above), AIF's Finance team will prepare to issue refunds to the eligible Students.

Should the refund not be related to the cooling off period, any approved extenuating circumstances or where AIF has failed to provide the agreed training services based on the scenarios outlined in this Policy and Procedure, a Student will receive a refund for any monies paid in excess of the fee liability amount, calculated on the scenarios outlined in this Policy and Procedure.

All refunds are administered within 4 weeks of the approval and are deposited into the account of the Student as per the banking/credit card details provided by the Student as part of their enrolment process.

Where a Student is in an Ezy pay arrangement, AIF will also cancel or amend the Student's subscription in accordance with the individual Student's circumstances (refer to Withdrawing from an Enrolment section above) and where their request to withdraw has been approved.

Where a Student has been paying fees through a Study Loan arrangement, dependant on the Loan product:

- *Vocational Study Loan*: AIF will set up an Ezypay arrangement with the Student to pay back any liability directly to AIF
- *Study Now, Pay Later (new product scheduled for release in September 2021 for new enrolling students)*: AIF will notify Study Loans of the Student's decision so that Study Loans may adjust the liability and the Student will continue to pay Study Loans directly.

Appealing a Decision

Should a Student wish to appeal a refund decision made by AIF, they will be directed to AIF's Complaints and Appeals policy and procedure, available on AIF's website. The Student must lodge a formal Complaints and Appeal Form to trigger a review of the decision, in accordance with the procedure outlined within this policy and procedure.

NSW Smart and Skilled Program - Additional Requirements:

AIF acts on any refund for Smart and Skilled Students in accordance with the government issued Fee Administration Policy.

Notification of Applicable Refund at the Time of Withdrawal

AIF advises all Smart and Skilled Students, prior to any fees being paid, of the 'withdrawal with no penalty' cut-off date, i.e. the date by which the Student can withdraw and be refunded any fees paid at enrolment. This is referred to as the 'cooling off period' by AIF and is provided through the standard AIF Enrolment Agreement as well as made available through AIF's Fees and Charges Policy and Procedure (available on AIF's website), Terms and Conditions Sheet and Student Handbook.

VET Student Loans (VSL) - Additional Requirements:

Notification of Approved Withdrawal from Studies

All approved withdrawing Students receive a written Confirmation of Withdrawal Notice, which confirms their withdrawal and whether the student has incurred a debt for the unit for part or the whole course (noting that no debt is incurred if the Student withdraws prior to the Census day). The notification also includes the date and time of the Student's withdrawal, the unit of study, part of a course or whole course from which the student withdrew and the relevant Census day. Dependant on the timing of the approved withdrawal, the Student will receive one of the following Notices:

- Confirmation of Withdrawal - Before Census Notice
- Confirmation of Withdrawal - After Census Notice.

Full Refund for Withdrawing Students On or Before Census Day

Where a Student withdraws their enrolment in an approved course on or before the Census day, they will not incur a VSL debt for the course or part of the course should it have commenced, to which the Census day applies. Where the Student has already paid tuition fees upfront (full or partial), AIF will fully refund this amount to the Student.

Full Refund for Withdrawing Students After Census Day

In the event of a Student withdrawing after the Census day:

- The Student is not eligible for a refund of any prepaid tuition fees, unless they have been approved under AIF's Extenuating Circumstances policy (refer Variation to Enrolment Policy and Procedure), and/or
- The Student will incur the VSL debt for that Unit of Study.

Information on refund conditions is directly provided to VSL Students through the issuing of their customised VET Student Loans Fee Notice and in AIF's VSL Terms and Conditions.

Where a Student wishes to gain re-credit of any HELP Balance, they are advised to refer to the Extenuating Circumstances sections of AIF's Variation to Enrolment policy and procedure.

The administrative process for handling withdrawals is found in the AIF VSL Support Team How to Guide.

**VET in Schools
(VETiS) Additional
Requirements:**

Refunds are not applicable to a VETiS Student as the Student's school pays for the Students full course fees.

**SA VET for
Schools (VETiS)
Additional
Requirements:**

Where a third party has paid the student's fees and charges eg. the home school, in the instance of withdrawal and cancellation from the course, the third party only will receive any eligible refund – no refund will be provided to the student in any circumstances.

The home school may also negotiate to transfer the balance of fees to another student, however acceptance is at the discretion of AIF's Head of Finance.

Publication:

This Policy and Procedure is available through publication on the website, www.fitness.edu.au, with a summary available in the Student Handbook and Team Member Handbook.

**Related
documents:**

Institute Terms and Conditions
Career Chat Deck/Success Plan Template
Confirmation of Enrolment Template
New Deal Template
Enrolment Agreement Template
Schedule of Incidental Fees Template
Online Enrolment Form/s
Variation to Enrolment (Withdrawal and Transfer) Application Form
Variation to Enrolment (Deferral) Application Form
Complaints and Appeals Form
Student Handbook
Team Member Handbook
Terms and Conditions (VSL only)

VET Student Loans Fee Notice template (VSL only)
 Confirmation of Withdrawal - Before Census Notice (VSL only)
 Confirmation of Withdrawal - After Census Notice (VSL only)
 Cancellation of Enrolment (AIF initiated) Notice (VSL only)
 Request to Re-Credit HELP Balance Form (VSL only)
 Support Team How to Guide (VSL only)

**Associated
Policies and
Procedures:**

Fees and Charges policy and procedure
 Variation to Enrolment policy and procedure
 Application and Enrolment policy and procedure
 Marketing policy and procedure
 Quality Training and Assessing policy and procedure
 Complaints and Appeals policy and procedure
 Student Records Management policy and procedure
 Issuing Qualifications policy and procedure
 RTO Financial Management policy and procedure
 Consumer Protection policy and procedure
 Academic Misconduct policy and procedure
 Transitioning Students policy and procedure

Amendments:

Version	Date	Descriptor
V2	23 August 2021	Strengthened detail of various student and AIF initiated refund scenarios
V3	08 March 2022	Updated with new 2022 SA VET for Schools requirements
V3.1	16 March 2022	Reference to AIF accepts fee deposits which may be up to \$1,500.

Authorised by:

Title: Head of Compliance & Training
Date Authorised: 16 March 2022