

Policy 2.8 – Fees and Refunds

Policy area	Student Support
Standards	Standards for RTOs 2025, Standard 2.1 (c) (iii), (d), (e) Compliance Standards for RTOs for RTOs, Standard 18
Responsibility	CEO, Office Manager
Classification	Public

Purpose

The purpose of this policy is to ensure:

- students have access to clear and accurate information about fees and charges to make informed decisions about the services offered by Ascent Training Solutions
- 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 amount a prospective or current student is required to pay in advance of a services being delivered is not to exceed a total of \$1,500

Definitions

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

The threshold for prepaid fee amount means the amount of fees a prospective or current student can be required to prepay is in excess of a total of \$1,500. The purpose of a threshold for prepaid fee amounts is to limit the amount of money that can be required for payment by a student in advance of a service being delivered. It is a consumer protection measure.

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

Policy statement

Fees Payable

Ascent Training Solutions charge fees for services provided to students undertaking training and assessment. These charges are generally for items such as course materials, 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 course under \$1,500, the total fee is required to be paid at the point when the student is registering for the course.
- for a course over \$1,500, the student will be required to make an initial payment of \$1,500 for their within 5 days of being issued an invoice or prior to the course commencing, whichever occurs first.

The payment schedule for all courses is specified within the current Ascent Training Solutions *Student Handbook* and fees are listed in the *Price List* published on our website.

Ascent Training Solutions may discontinue training if fees are not paid in accordance with this policy. 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 Chief Executive Officer (CEO).

Where services are being delivered directly to another business such as where an employer is engaging Ascent Training Solutions to deliver training to a group of its employees, this is a business to business service arrangement and fees will be invoiced as agreed between Ascent Training Solutions and the client. These arrangements are not subject to the \$1,500 threshold for prepaid fee amount and the total amount of fees can be invoiced at any time that is agreed between the parties.

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

Payment methods

Ascent Training Solutions accepts payment for fees using the following payment methods:

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

Fees Paid in Advance

Ascent Training Solutions is not to require prospective or current students to prepay fees in excess of the threshold for prepaid fee amount of \$1,500. This is an important consumer protection measure to limit the amount of fees that a student can be charged in advance of the services being delivered to the student. The balance of course fees is due upon commencement of the course.

If the cost of the course is less than \$1,500, the full amount will be requested for payment prior to the course commencing.

Pre Enrolment Information

The CEO is responsible for approving Ascent Training Solutions Price List.

Ascent Training Solutions pre-enrolment information is presented to the student systematically once we have received an enquiry about our services prior to their enrolment or their commencement, whichever occurs first. 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.
- the Student Handbook which communicates information to the student about Ascent Training Solutions, its support services, Fees and Refund Policy and the student's rights and obligations.
- The Price List which communicates information to the student about the fees and charges of the services offered by Ascent Training Solutions

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.

Refunds policy

The following refund policy will apply:

- **Prior to commencement.** Students who give notice to cancel their enrolment 5 business days or more prior to the commencement of a course, will be entitled to a refund of fees paid less an \$80 administration fee.
- **Prior to commencement.** Students who give notice to cancel their enrolment 5 business days or less prior to the commencement of a course will not be entitled to a refund of fees of any fees paid in advance. An exception to this policy is where Ascent Training Solutions fails to fulfil its service agreement and fees are refunded under our guarantee to clients.
- **After commencement.** Students who cancel their enrolment after a course has commenced will not be entitled to a refund of fees of any fees paid in advance. An exception to this policy is where Ascent Training Solutions fails to fulfil its service agreement and fees are refunded under our guarantee to clients.
- **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*).

Discretion may be exercised by the CEO in all situations, if the student can demonstrate that extenuating or significant personal circumstance 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 CEO 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 in their refund request.

All requests for refund of fees must be made in writing by emailing bookings@ascent.edu.au

Consumer Protection and Guarantee

If Ascent Training Solutions cancels or ceases to provide planned training, Ascent Training Solutions must issue a full refund for any services not yet provided. The basis for 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 unit. The student would also receive a refund of \$300.00 which represents that value of the training not delivered.

Students’ undertaking a vocational education and training course are protected under Australian Consumer Law and under State and Territory consumer protection laws. These protections include areas such as unfair contract terms, the consumer guarantees, to statutory a cooling-off period, and unscrupulous sales practices. More information about consumer rights can be accessed from the Australian Consumer Law website which includes a range of helpful guides relating to specific areas of protection. Please visit the following site for more information: [Australian Consumer Law](#).

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

Payment of GST

GST is exempt under section 38-85 GSTR 2003/1 Goods and Services Tax, tax ruling. The ruling explains the supply of a course for ‘professional or trade course’ is a GST-free education course.

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 Ascent Training Solutions Price List for details of what GST is and is not applied to.

Changes to terms and conditions

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, Ascent Training Solutions 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. On being informed of these changes, students have the right to appeal the decision of Ascent Training Solutions if the decision effects 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*).

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
- Complaints Handling Form
- Request to Appeal a Decision Form

Reference(s)

Standards for RTOs 2025, Standard 2.1 VET students have access to clear and accurate information, including to make informed decisions about the training product and the RTO, and are made aware of changes that affect them. The RTO demonstrates: (c) (iii) any fees and costs payable by the VET student, including payment terms and conditions, refund policies and the availability of any relevant government training entitlements and subsidy arrangements, (d) prior to enrolment or before any fees are required to be paid, written information is provided to the VET student about the agreed training to be provided, the amount of any fees to be paid by the VET student, and the VET student's obligations, (e) how it identifies changes that affect VET students, including transition of superseded, deleted, or expired training products, and informs VET students of these as soon as practicable.

Compliance Standards for RTOs for RTOs, Standard 18. Where fees are prepaid, there are systems in place to ensure refund of these fees if the RTO is unable to deliver the agreed training and assessment.

- (1) **Compliance Standards for RTOs for RTOs, Standard 19.** Where an NVR registered Ascent Training Solutions 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 organisation must:
 - (a) where the organisation is a government entity or an Australian university – comply with the requirements set out in subsections (2) and (3); or
 - (b) where the organisation is any other NVR registered Ascent Training Solutions – implement one or more of the arrangements set out in subsection (4).

Requirements for government entities and Australian universities

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

- (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 NVR RTOs

- (4) The NVR registered Ascent Training Solutions 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 organisation in excess of the threshold prepaid fee amount; and
 - (ii) the costs of establishing and maintaining the guarantee are met by the organisation.

- (1) Note: For example, where an NVR registered Ascent Training Solutions 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 organisation 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 National VET Regulator.

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=99991231235958>