



BRIGHTEN
INSTITUTE AUSTRALIA

Brighten Institute Australia

Fees and refund policy and procedure

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Definitions

- **ASQA** means Australian Skills Quality Authority, the national VET regulator and the RTO's registering body
- **Credit** means formal recognition of the previous studies a student has completed which reduces the units or modules required to be completed by the student in their course, as per our Credit Policy and Procedure.
- **The Department** means the NSW Department of Education.
- **Materials Fee** means an amount that either fully or partly covers the cost of materials for the course
- **Standards** means the Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework
- **Tuition Fee** means the amount that Brighten Institute Australia charges for government funded students under the Smart and Skilled program for a course based on the rules issued by the Department
- **Smart and Skilled funded Program** is a reform of the NSW Vocational Education and Training (VET) system. It's helping people in NSW get the skills they need to find a job and advance their careers.

Policy

This policy applies to fees, charges and refunds applicable to the provision of training.

All students are treated fairly and with integrity when charged fees or applying for refunds.

Purpose

The purpose of this policy and procedure is to define the fees and refund processes for students in accordance with Standards for RTO's 2015.

Scope

This policy applies to all Fee-for-Service and NSW State Funded students enrolled at Brighten Institute Australia (BIA).

Responsibility

The Chief Executive Officer or the authorised staff is responsible for this policy/procedure and to ensure all staff and students are aware of its application and that staff implement its requirements.



Policy

Information about fees and charges

- Brighten Institute Australia (BIA) protects the fees paid in advance by students. We will not require a student to ever pay more than \$1500 in advance for services not yet provided, either prior to course commencement or at any stage during their course. Fees will be paid off during a course in instalments according to an agreed payment plan.
- Fee information relevant to a course is outlined in detail on the Student Agreement and summarised on the Course Outline. In compliance with Clause 5.3 of the Standards, this information is provided prior to enrolment. Fee information includes:
 - All costs for the course and payment terms
 - Deposit and refund information
- The Student Agreement letter and Student Handbook provided prior to enrolment includes this policy and procedure and informs the student of their consumer rights. Students are asked to sign the Student Agreement letter in acknowledgement of the Terms and Conditions of their enrolment and this policy.
- Where an employer/client 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.

Fees and charges for government-funded students under Smart and Skilled program

- Tuition Fees for SMART AND SKILLED government-funded students are set in accordance with the Guidelines about Fees issued by the Department each year. Tuition fees will be based on a set rate per nominal hour in a student's course. Tuition fees may or may not be applicable to a course.
- For some courses, a Materials Fee applies which is additional to the Tuition Fees. Students cannot receive their Training/Course materials until this is paid.
- Tuition Fees will not be chargeable for any units that have a Credit applied.
- Where a unit is to be completed by RPL, the relevant RPL Tuition Fee applies for the relevant unit/s.
- Concession fees apply to Tuition Fees for students enrolled in a NSW government-funded course where applicable. To be eligible for concession rates, the student must hold a current Commonwealth Health Care Card, Pensioner Concession or Veterans Gold Card at the time of enrolment and provide a copy to our office. Concession rates cannot be applied to Materials Fees.
- The published Tuition Fees for government-funded students are subject to change given individual circumstances at enrolment.
- Tuition fee waivers as outlined above can only be granted where Brighten Institute Australia has the appropriate evidence as required by the Department.



Course fee inclusions

Course fees include:

- All of the training and assessment required for students to achieve the qualification or course in which they are enrolling within the attempts allowed. However, in the case of re-assessment, where a student fails to achieve a satisfactory outcome after three attempts at an assessment task, an additional fee may apply for additional training and re-assessment. This fee is outlined on the Student Agreement letter.
- One copy per student of the required workbooks and learning materials for each student.
- 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). Re-issuance or additional copies of these documents will attract a fee of \$25 per document.

Course fees do not include:

- Any optional workbooks and materials that may be recommended but not required for a course.
- Replacement workbooks if original copies are lost or misplaced. Costs for replacement workbooks are outlined on the Student Agreement letter.
- Stationery such as paper and pens.
- Re-assessment if required, as outlined above.
- Re-issuance of AQF certification documents – a cost of \$25 per document applies.
- Uniform (if required for placement).
- Direct debit setup, transaction and dishonour fees (where applicable).
- Credit card payment surcharges

Payment arrangements

- Brighten Institute Australia requires all fees, to be paid by the specified due dates on the tax invoice and paid in Australian dollars.
- Payments can be accepted by direct electronic transfer, credit card, money order and direct debit.
- Credit card payment incur a surcharge of 1% transaction.

Refunds

Cancellation and refund conditions – Student default

- Student Default applies where the course starts on the agreed start date, but the student does not start on the agreed start date and/or has not previously withdrawn or formally deferred the course start date
- In the case of students studying online, the course starts, or commencement date is the first date that the student accesses the course material online or has signed for Student Support Team of the online learning materials



- Formal notification of cancellation received 14 days or more prior to course start date, the student will receive 75% refund for all paid tuition fees
- Formal notification of cancellation received 14 days or less prior to course start date, the student will receive 50% refund for all paid tuition fees
- No refund of tuition fees applies if the student cancels on or after course start date
- If a student defers their course start date, then submits formal notification of cancellation, the original course start date will be used to determine the conditions for student refund
- Brighten Institute Australia (BIA) will make a refund within 28 days of receiving a valid, approved written claim by the student in accordance with the Cancellation and Refund Conditions
- All refund considerations will be strictly limited to the monies Brighten Institute Australia (BIA) has received and will not include bank charges
- Brighten Institute Australia (BIA) will make the refund available to the student directly as per source of payment
- Course and other fees are not transferable to another student or institution
- No refund will be made where Brighten Institute Australia (BIA) cancels, suspends or terminates a student's enrolment due to misconduct behaviours.
- All applications for refund must be made by the student in writing using the Refund Request Form and submitted to the admissions team.

Cancellation and refund conditions – Provider default

- In the event that Brighten Institute Australia (BIA) fails to provide agreed services with a student, Brighten Institute Australia (BIA) will issue a full refund for any services not provided
- The basis for determining services not provided will be calculated by the units of competency completed by the student and which can be issued in a Statement of Attainment at the time the service is terminated by Brighten Institute Australia (BIA)
- Refunds in situations of Provider Default are covered by the provisions of the Tuition Protection Service (TPS) that include but may not be limited to the following
 - Brighten Institute Australia (BIA) does not offer a course on the advertised start date
or
 - terminates a course after the course start date or before the course completion date
or
 - does not provide a course as advertised due to sanctions by any authority or
 - does not provide a course in full
- In such a case Brighten Institute Australia (BIA) will pay the student a refund which equals the amount of the total tuition fees paid for the remainder of the course not completed at the time of default if an alternative placement with another provider cannot be found to the student's satisfaction
- The amount calculated for refund will be paid in 28 days from the date of notification and assessment of units completed.



Refunds for Fee for Service (FFS) students

- Fee for Service (FFS) students who withdraw from a course and wish to seek a refund or have the amount they owe on their fees reduced in consideration of the amount of training they have or have not received, must request this in writing using the Application for Refund Form. The request must outline the details and reason for their request. Students who have not completed a Withdrawal Form are not eligible for consideration of a refund or reduction in fees owed.
- Student must state reasons for refund, relevant details are to be supported by relevant documentation where appropriate.
- Eligibility for a refund will be assessed based on the services provided to the student and the costs incurred by Brighten Institute Australia in order to provide those services to the student.
- Deposits for Fee for Service (FFS) students are non-refundable, except in the unlikely situation where Brighten Institute Australia is required to cancel a course due to insufficient numbers or for other unforeseen circumstances. In this case, students will receive a full refund of their deposit.
- In the unlikely event that Brighten Institute Australia is unable to deliver the course as promised, the student will be issued with a full refund for any portion of the course that was not completed. The refund will be a pro-rated amount per unit that was not able to be delivered.
- RPL application fees are non-refundable.
- Brighten Institute Australia will pay the approved refund amount within 28 days of receiving the written request.
- Payments of any outstanding debts to Brighten Institute Australia must be made before a refund will be processed.
- Refund applications will not be processed where the signature on the Application for Refund does not match the Student's signature or signature of the original payee or their authorised representative.

Refund for government-funded students

- A full refund will be granted for government-funded students if they cancel their enrolment at least 14 days prior to their course commencing. The cancellation must be notified in writing to our head office.
- A full refund will also apply if Brighten Institute Australia is required to cancel a course due to insufficient numbers or other unforeseen circumstances.
- Government-funded students who withdraw from a course and wish to seek a refund, must request this in writing using the Application for Refund Form. Students who have not completed a Withdrawal Form are not eligible for consideration of a refund.
- If a government-funded student withdraws and the tuition fees are more than 50 cents per nominal hour, a full refund will apply for any units a student has not participated in.
- Refunds will not be provided for materials fees if the student has received any or all course materials.



- The outcome of the refund assessment will be provided in writing to the student's registered address, outlining the decision and reasons for the decision along with any applicable refund or adjustment note.
- Brighten Institute Australia will pay the approved refund amount within 28 days of receiving the written request.
- Payments of any outstanding debts to Brighten Institute Australia must be made before a refund will be processed.
- Refund applications will not be processed where the signature on the Application for Refund does not match the Student's signature or signature of the original payee or their authorised representative.

Cancellations and refund request

All refund requests must be submitted using Brighten Institute Australia (BIA) Refund Request Form

- Students complete the Refund Request Form available from Student Support Team or downloaded from the website
- Attach all relevant documents supporting the reason for course withdrawal and ID to confirm student identity
- Submit the completed and signed forms as stated to administration or email to support@brighten.edu.au.
- Incomplete or unsigned applications for course withdrawal and/or refund requests will not be assessed with subsequent delays to processing
- All complete and signed applications with supporting evidence and verification of identity of applicant will be assessed against the conditions outlined in this policy

Recording and payment of refunds

- Refunds will be paid to the person or organisation who made the original payment.
- Refund assessments can be appealed following BIA's Complaints and Appeal Policy and Procedure SC14.0 – Complaints and Appeal Policy and Procedure
- Records of refund assessments and issuance of refunds will be stored securely on the student's file and in our accounts keeping system.

Approvals

- All refunds must be approved by the Chief Executive Officer or authorised delegate.
- Exemptions to the refund conditions may occur where the student has extenuating circumstances or compassionate grounds as determined by the Chief Executive Officer.
- Compassionate ground may include – e.g. medical conditions prohibiting continuing studies with supporting medical report.



Appealing refund decisions

- Students are referred to the Complaints, Grievances and Appeals Policy and Procedure available from our website if they wish to appeal the Refund.
- This policy, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection law.

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Procedures follow in the next page.



Procedures

Student fees

Procedure	Responsibility
<p>Deposit invoices</p> <ul style="list-style-type: none"> All students should pay their deposit/enrolment fee upon enrolment, preferably prior to course commencement. Raise an invoice for the amount in line with the payment schedule for the relevant course. Students have 14 days to pay an invoice. Keep a copy of the invoice on the student's file. 	Student Support Officer
<p>Fee instalment invoices</p> <ul style="list-style-type: none"> Charge fee instalments in line with the relevant payment schedule for the course. Students have 14 days to pay an invoice. Keep a copy of the invoice on the student's file. 	Student Support Officer
<p>Receiving payments</p> <ul style="list-style-type: none"> Payments may be made by EFTPOS, cash, direct bank transfer, credit card or direct debit. Record payments against the relevant invoice on (insert name of financial system.) Provide the student with a receipt. 	Student Support Officer
<p>Managing overdue fees</p> <ul style="list-style-type: none"> Send out statements monthly to students to show outstanding fees. Call students where payments are more than 14 days overdue. Any student with an invoice over 40 days past due should be referred to the debt collection agency. Refer to the Training Manager about suspending training until fees are brought up to date. If training is suspended send a letter to the student advising of suspension until payment is made. Advise Trainer/Assessor. Where fees continue to be unpaid, refer to Training Manager to consider withdrawal. 	Finance Manager and; Training Manager

Refunds

Procedure	Responsibility
<p>Processing refunds</p> <ul style="list-style-type: none"> Students contact the student support team at support@brighten.edu.au to request the Refund Request Form. Attach all relevant documents supporting the reason for course withdrawal and ID to confirm student identity 	Student Support Officer and; Finance Manager



Procedure	Responsibility
<ul style="list-style-type: none">● Submit the completed and signed forms as stated to administration or email to support@brighten.edu.au● Incomplete or unsigned applications for course withdrawal and/or refund requests will not be assessed with subsequent delays to processing● All complete and signed applications with supporting evidence and verification of identity of applicant will be assessed against the conditions outlined in this policy● All refunds will be recorded on the Refund Log (register) and Application for Refund Forms will be retained on student files.● To make an assessment of a refund due, consider the services the student has received. Consider the following:<ul style="list-style-type: none">○ Deposit/enrolment fee is non-refundable – this covers administration time for enrolment and induction process.○ Textbooks provided○ Training received – number of classes attended, visits received, online training○ Individual support provided by the trainer/assessor○ Assessments marked● Consider the costs incurred by BIA as per above, plus the fees paid by the student to calculate a suitable refund. Refund assessments are to be approved by CEO.● Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable.	