



Fees Charges and Refund Policy

Policy Details	
Policy Number	QC2.11
Quality Chapter 2	Enrolment
Relevant Standard(s)	<i>Standards for Registered Training Organisations (RTOs) 2015</i> <ul style="list-style-type: none">• Standard 5.3
Version & Date	Version 5: 7 August 2018

Purpose

Brighten Institute Australia ensures that information regarding fee collection, cancellation and refund requirements comply with Standard 5 Clause 5.3, Standards for Registered Training Organisations (RTOs) 2015 and the conditions of any State or Commonwealth Australian Government funded and/or subsidised training.

Brighten Institute Australia collects fees directly from individual students, providing information prior to enrolment or the commencement of training, whichever comes first specifying:

1. All relevant fee information including:
 - Fees that must be paid;
 - Payment terms and conditions including deposits and refunds
2. Student's rights as a consumer, including but not limited to any statutory cooling off period, if one applies
3. Student's right to obtain a refund for services not provided in the event that:
 - Arrangement is terminated early
 - Brighten Institute Australia fails to provide agreed services

Annual Course Fees and Charges Information

Brighten Institute Australia publishes the annual Course Fees and Charges to provide prospective and current students information regarding all fees and charges (both refundable and non-refundable) including but not limited to:

1. Enrolment fees (non-refundable)
2. Tuition fees
3. Materials fees
4. RPL fees
5. Course extension fees (online BIA platform)
6. Reassessment Fees
7. Replacement Certificate, Qualification or Statement of Attainment fee
8. Withdrawal fee
9. Administration fee
10. Payment details

Fee information is made publicly available in the "Brighten Institute Australia Course Fees and Charges" uploaded onto the BIA website and BIA reception desk

Fees and Timetable

Brighten Institute Australia reserves the right to vary its fees without notice and timetables for blended learning students may be subject to change.



Fee Payments

1. Students are not required to make any payment until they have accepted the offer to study in the Acceptance Agreement
2. To accept an offer to study, students must sign the Acceptance of Enrolment Agreement and return to Brighten Institute Australia
3. On acceptance, Brighten Institute Australia will issue an invoice for the first payment as listed in the 'Course Fees Breakdown' in the signed Acceptance of Enrolment Agreement
4. Students must pay the first instalment prior to course commencement
5. The remaining tuition fee instalments must be paid by the due date as listed in the 'Course Fees Breakdown' Acceptance Agreement
6. Students will receive a payment reminder notice prior to the due date and must pay instalments by the due date
7. Students who do not pay fee instalments by the due date will be classified as 'non-financial' and required to pay the published administration fee as well as overdue instalment fees
8. Non-financial online students will not have access to online learning resources until overdue fee instalment fee and administration fee has been paid
9. Non-financial blended learning students will not have access to online learning resources and will not be included on the class list until overdue instalment fee and administration fee has been paid
10. Students must maintain personal copies of receipts to evidence tuition and other fees paid
11. Payment may be made by EFTPOS, cash, Direct Bank Transfer, credit card, debit card or bank cheque
12. A transaction fee of 1.65% per transaction will apply for card payments

Making Payments:

Payments can be made by direct deposit or internet transfer – including student number as per details in the chart below:

Account Name:	Brighten Institute Australia Pty Ltd
Account Number:	251476
Branch Number (BSB):	032-024
Swift Code:	WPACAU2S
Bank Name:	Westpac Banking Corporation
Branch:	52 Martin Place, Sydney NSW 2000, Australia
Reference:	Student ID Number

Calculation of Fees for Recognition of Prior Learning (RPL):

Students may apply for any assessment conducted as part of RPL only if the assessment is conducted at the request, or with consent of the student. The published fee will apply to any RPL request outside of normal program enrolment.

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 reception of the online learning materials.

- Formal notification of cancellation received 14 days or more prior to course start date, the student will receive a refund for tuition fees paid less the published cancellation fee.
- Formal notification of cancellation received 13 days or less prior to course start date, the student will receive 75% refund for the tuition fees paid less the cancellation fee
- 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 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.
- The enrolment fee is not refundable under any circumstances
- All refund considerations will be strictly limited to the monies Brighten Institute Australia has received and will not include bank charges
- Brighten Institute Australia 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 cancels, suspends or terminates a student's enrolment
- 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 fails to provide agreed services with a student, Brighten Institute Australia 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.
- 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 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 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 14 days from the date of notification and assessment of units completed.

Cancellation and Refund Requests: All refund requests must be submitted using Brighten Institute Australia Refund Request Form

1. Students complete the Refund Request Form available from reception or downloaded from the website



2. Attach all relevant documents supporting the reason for course withdrawal and ID to confirm student identity
3. Submit the completed and signed forms as stated to administration or email to studentservices@brighten.edu.au
4. Incomplete or unsigned applications for course withdrawal and/or refund requests will not be assessed with subsequent delays to processing
5. All complete and signed applications with supporting evidence and verification of identity of applicant will be assessed against the conditions outlined in this policy

Student Complaints about Fees or Refunds

Students are entitled to have a personal representative present at any stage during the complaints handling process. If the student’s problem cannot be resolved by Brighten Institute Australia, students can seek external assistance after the internal appeals process has been completed.

External options available to students include

- ASQA (<http://www.asqa.gov.au/complaints/making-a-complaint.html>)
- Department of Fair Trading (<http://www.fairtrading.nsw.gov.au>)
- National Training Complaints Service (<https://www.education.gov.au/NTCH>)
- NSW Ombudsman (www.ombo.nsw.gov.au/contact-us)

Consumer Rights

Brighten Institute Australia will notify students in the event that any of the following changes occurs that may affect the services being provided in this agreement. These include:

- a change in ownership of the RTO, and/or
- any changes to or new third party agreements that are put in place for the delivery of services outlined in this agreement

This agreement, and the right to make complaints and seek appeals on decisions and actions under various processes, does not affect the rights of the student to take action under Australian Consumer Law if the Australian Consumer Law applies.

Contact Us

Brighten Institute Australia on P: 02 9223 1868,

F: 02 9223 1234 E: contact@brighten.edu.au

Version Control Details	
Modifications	16/5/18 – version 3/ policy revised against Standards for Registered Training Organisations (RTOs) 2015 - Standard 5.3, User’s Guide to Standards for Registered Training Organisations (RTOs) 2015 v2.0 Nov 2017 1/8/19 – version 4/ policy revised as per Managing Director and Accountant directives regarding financial policy decisions 7/8/18 – version 5/ policy revised as per Accountant directives
Review Date	7 August 2019
Position Responsible for Policy	Managing Director/Accountant