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## 1 PURPOSE AND SCOPE

The purpose of this policy and procedure is to outline TRILITY’s approach to managing fees and refunds and to demonstrate how fees paid in advance are protected by TRILITY.

This complies with Clauses 18 of the Compliance Requirements and Outcome Standards 2.1 and 4.4

### Definitions

Term	Definition
ASQA	Australian Skills Quality Authority, the national VET regulator and the RTO’s registering body
Co-contribution Fee	Means the non-government financial contribution to the cost of the training and assessment services provided by the SAS — the fee is paid to the SAS.
Compliance Requirements	The National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025), of the 2025 Standards for Registered Training Organisations (RTO's).
DTET	Department of Trade, Employment and Training
Fee for Service	Training delivered without any State funding contribution
Fee Payer	The nominated payer of a student’s course fees, usually either the student or the employer paying on behalf of the student
General Training Pathway	Training delivered in QLD to students whose training is partially funded by DTET. This does not include traineeships.
May	Indicates a possible course of action.
Outcome Standards	The National Vocational Education and Training Regulator (Outcome Standards for NVR Registered Training Organisations) Instrument 2025) of the 2025 Standards for Registered Training Organisations (RTO's).
RTO	Registered Training Organisation
SAS	Skills Assure Supplier – an RTO approved for QLD State funded programs
Shall	Indicates a mandatory requirement.
Should	Indicates a preferred course of action.
SRTOs	Supervised Registered Training Organisation approved for State funded programs in QLD
Standards	The 2025 Standards for Registered Training Organisations (RTOs) of the VET Quality Framework which can be accessed from <a href="http://www.asqa.gov.au">www.asqa.gov.au</a>

## 2 TRAINING REQUIREMENTS

There are no specific training requirements applicable to this procedure.

### **3 POLICY**

#### **3.1 Information about fees and charges**

- TRILITY protects the fees that are paid in advance by students by not requiring a student to ever pay more than \$1,500 in advance for services not yet provided, either prior to course commencement or at any stage during their course unless the client requests payment in full up front.
- Detailed fee information is provided prior to enrolment via TRILITY's website, Course Outlines, Acceptance of Enrolment documents and Employer Agreements.
- Fee information relevant to the course, pathway and funding program (if applicable) is finalised and outlined in detail in the Acceptance of Enrolment form and Employer Agreement.
- Fee information includes:
  - All costs for the course including any materials fees
  - Any other costs payable to the RTO including costs for recognition of prior learning if applicable
  - Payment terms and conditions including deposits and refunds
- The Student and Employer declarations and agreements within the Acceptance of Enrolment document, are provided prior to enrolment, and include this Fees and Refunds Policy and Procedure and informs the student/employer of their consumer rights. Students are asked to sign the Student Agreement in acknowledgement of the terms and conditions of the enrolment and this policy. All third parties must sign the agreement if paying fees on behalf of the student.
- Where an employer is paying for a cohort or multiple students at the same workplace, an Employer Agreement will be provided at the time of enrolment outlining the total fees, payment terms and schedule of payments applicable.
- No cooling-off period applies as TRILITY does not use unsolicited consumer agreements (such as tele-marketing, door-to-door selling or direct approach marketing in a public places)

#### **3.2 Course fee inclusions**

##### **Fee for Service**

- Course fees as applicable to each course are detailed on the Acceptance of Enrolment and include:
  - All of the training and assessment as well as educational support services required for students to achieve the qualification or course in which they are enrolling within the attempts allowed.
  - Where a student fails to achieve a satisfactory outcome after three attempts at an assessment task, the student will need to re-enrol into the unit or units in question and will be charged a pro-rata course fee based on the number of units required to be undertaken (not applicable to trainees).

- One copy of the required text books and learning materials for each student unless otherwise stated on the Course Outline.
- 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).

### **General Pathway**

- For General Pathway students – course fees are referred to as a Co-Contribution Fee.
- Fees are charged at a unit level. The fee will vary based on the electives chosen and/or specialist area, previous training (RPL, gap training, credit transfers), mode of delivery, and location of training (the cost of trainer's travel and accommodation and other associated costs).
- The exact co-contribution fee will be calculated at the time of finalising your course selection and also take into account any eligible concession or exemption.
- In addition, all fees will be reflected on the Third Party and / or Employer Agreement.
- Course fees do not include:
  - Any optional textbooks and materials that may be recommended but not required to complete a course.
  - Replacement textbooks if original copies are lost or misplaced. Costs for replacement textbooks are outlined on the Student Agreement.
  - Stationery such as paper and pens or other personal use items such as computers or internet access that may be required to complete homework tasks.
  - Printing costs (if required)
  - Re-issuance of AQF certification documents. Re-issuance or additional copies of these documents will attract a fee of \$50 per document plus the cost of postage if required.
- TRILITY cannot guarantee that students will successfully complete the course in which they enrol regardless of whether all fees due have been paid

### **3.3 Payments**

- Payments can be accepted by EFTPOS, electronic transfer, credit card, money order or direct debit.
- Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.
- Debts will be referred to a debt collection agency where fees are more than 40 days past due.
- TRILITY reserves the right to suspend the provision of training and/or other services until fees are brought up to date. Students with long term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.

### 3.4 Refunds for fee-for-service students

- All course fees for fee-for-service students include an Enrolment Fee which will only be refunded where TRILITY is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.
- RPL application fees are non-refundable.
- Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the Application for Refund Form. The application must include the details and reason for the request. Students who have not completed a Withdrawal Form are not eligible for consideration of a refund or reduction in fees.
- In the unlikely event that TRILITY or any third parties responsible for delivering training and assessment on its behalf, is unable to deliver the course or any portion of the course as promised, the student will be issued with a refund for the course or portion of course that was not provided. This includes the following situations:
  - Where TRILITY or any third parties delivering training and assessment on its behalf ceases to operate.
  - Where TRILITY ceases to deliver the course in which a student is enrolled and the agreement is terminated.
  - Where TRILITY needs to make a change to the terms of the student agreement (such as the way the course is delivered or conditions of enrolment) and a new agreement cannot be reached with the student to account for changes.
- In any of the above situations, TRILITY will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. In these cases there is no need for a student to make an individual application for a refund. Refunds will be issued within 28 business days.
- The refund assessment will be based on reviewing the services and/or materials provided to the student and the costs incurred by TRILITY in the provision such as:
  - Text books or other materials provided
  - Training provided received (e.g. number of meetings/classes/visits etc.)
  - Individual support provided by the trainer/assessor
  - Assessments marked or feedback provided (including RPL)
- The outcome of the refund assessment will be provided in writing to the student's registered address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our Complaints and Appeals Policy & Procedure.

### 3.5 Refunds for general pathway students

- Full fees will only be refunded where TRILITY is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund for that particular unit.
- RPL application fees are non-refundable as all units are commenced on enrolment.
- Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the Application for Refund Form. The application must include the details and reason for the request. Students who have not completed a Withdrawal Form are not eligible for consideration of a refund or reduction in fees.
- In the unlikely event that TRILITY or any third parties responsible for delivering training and assessment on its behalf, is unable to deliver the course or any portion of the course as promised, the student will be issued with a refund for any unit/cluster that has not yet commenced. This includes the following situations:
  - Where TRILITY or any third parties delivering training and assessment on its behalf ceases to operate.
  - Where TRILITY ceases to deliver the course in which a student is enrolled and the agreement is terminated.
  - Where TRILITY needs to make a change to the terms of the student agreement (such as the way the course is delivered or conditions of enrolment) and a new agreement cannot be reached with the student to account for changes.
- In any of the above situations, TRILITY will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. In these cases there is no need for a student to make an individual application for a refund. Refunds will be issued within 28 business days.
- No refund applies to units / clusters commenced but not yet completed at time of cancellation.
- The outcome of the refund assessment will be provided in writing to the student's registered address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our Complaints and Appeals Policy & Procedure.

### 3.6 Recording and payment of refunds

- Refunds will be paid to the person or organisation that made the original payment.
- Refund assessments can be appealed following our *Complaints and Appeals 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.

### 3.7 Publication

TRILITY will publish in a prominent place on its website the following:

- Costs for fee for service programs.
- Costs for general pathway students.
- This Fees and Refunds Policy.

## 4 PROCEDURES

### 4.1 Student fees

Refer

- **Clause 18, Compliance Requirements and Outcome Standards 2.1 and 4.4**

Procedure	Responsibility
<p><b>A. Enrolment fee – Fee for Service ONLY</b></p> <ul style="list-style-type: none"> <li>• All fee-payers should pay their enrolment fee upon enrolment, prior to course commencement. Raise an invoice for the amount in line with the payment schedule for the relevant course.</li> <li>• Fee-payers have 14 days to pay an invoice.</li> <li>• Keep a copy of the invoice on the student’s file.</li> </ul>	Administration team
<p><b>B. Course fees / student contribution fees</b></p> <ul style="list-style-type: none"> <li>• Charge course fees in line with the relevant payment schedule for the course, outlined on the Student Agreement / Course Outline / Employer Agreement.</li> <li>• Students have 14 days to pay an invoice.</li> <li>• Keep a copy of the invoice on the student’s file.</li> </ul>	Administration team
<p><b>C. Receiving payments</b></p> <ul style="list-style-type: none"> <li>• Payments may be made by EFTPOS, cash, direct bank transfer, credit card or direct debit.</li> <li>• Record payments against the relevant invoice in aXcelerate</li> <li>• Provide the student with a receipt.</li> <li>• For general pathway students, ensure fees are paid by the student and/or a third party <b>prior to</b> submission of claims for payment (i.e. VET activity data)</li> </ul>	Administration team
<p><b>D. Managing overdue fees</b></p> <ul style="list-style-type: none"> <li>• Send out statements monthly to students to show outstanding fees.</li> <li>• Call students where payments are more than 14 days overdue.</li> <li>• Any student with an invoice over 40 days past due should be referred to the debt collection agency.</li> <li>• 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.</li> <li>• Where fees continue to be unpaid, refer to Training Manager for consideration.</li> </ul>	Administration team + Training Manager

All copies of this document are uncontrolled. Refer online to verify the current version.

## 4.2 Refunds

Refer

- **Clause 18, Compliance Requirements and Outcome Standards 2.1 and 4.4**

Procedure	Responsibility
<p><b>A. Processing refunds – fee-for-service students</b></p> <ul style="list-style-type: none"> <li>• If a course is cancelled by TRILITY prior to commencement of course:                             <ol style="list-style-type: none"> <li>Fee for Service Students who have enrolled and paid their enrolment fee and any course fees should be automatically issued a refund.</li> <li>General Pathway students who have paid for units / clusters should automatically</li> <li>Notify them in writing and issue refund.</li> <li>Record on file.</li> </ol> </li> <li>• Students who withdraw from their course will be automatically assessed for their eligibility for a refund.</li> <li>• To make an assessment of a refund due to a <b>Fee for Service</b> student, consider the services the student has received. Consider the following:                             <ol style="list-style-type: none"> <li>Enrolment fees are non-refundable – this covers administration time for enrolment and induction process (including LLND)</li> <li>Text books or other materials provided</li> <li>Training provided received (e.g. number of meetings/classes/visits etc.)</li> <li>Individual support provided by the trainer/assessor</li> <li>Assessments marked or feedback provided (including RPL)</li> </ol> </li> <li>• To make an assessment of a refund due to a <b>General Pathway</b> student, consider the services the student has received. Consider the following:                             <ol style="list-style-type: none"> <li>Units / Clusters commenced but not yet completed are not eligible for a refund.</li> <li>Units / Clusters not yet commenced are eligible for a full refund.</li> <li>RPL process started whether completed at time of enrolment or not, does not qualify for any refund.</li> </ol> </li> <li>• Consider the costs incurred by TRILITY as per above, plus the fees paid by the student / third party to calculate a suitable refund. Refund assessments are to be approved by CEO.</li> <li>• Notify the fee payer in writing of the outcome of the refund assessment and make payment of refund where applicable.</li> <li>• Keep a copy of the refund assessment on the student’s file.</li> </ul>	<p>Administration team</p>

## 5 REFERENCES

- TRG-SC5.01 *Refund application form*
- TRG-SC5.02 *Notice of refund*

## 6 REVISION HISTORY

<b>Document No. &amp; Name:</b>	<b>SC5 - Fees and Refunds P&amp;P V2.2</b>
<b>Quality Area:</b>	Students and Clients
<b>Author:</b>	TRILITY
<b>Status:</b>	Approved
<b>Approved By:</b>	Adrian Blinman
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<b>Standards (SRTOs):</b>	Outcome Standard 2.1, 4.4. Compliance Requirement Clause 18