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OSCAR INSTITUTE

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RTO :21118

# **Fees and Refunds**



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## **Fees and Refunds**

### **Purpose**

This policy outlines Oscar Institute's approach to setting, collecting, and refunding fees and charges for training and assessment services, ensuring fairness, transparency and compliance with the Standards and relevant legislation.

### **Scope**

This policy applies to:

- All Staff, students and clients; and
- All of our accounting administration, fee setting, publishing, collection and management, and refunds processes.

### **Responsibilities CEO**

- Sets the applicable fees, charges and refund policies.
- Reviews and approves any refund applications.

### **Administrative & Support Staff**

- All administrative duties associated with the publishing, collecting and reporting of fees, charges and refunds.
- Provides clear information on fees and charges, payment options and plans, and refunds, to current and prospective learners and clients.

### **Accounts Staff**

- Processes approved refunds within the specified timelines.
- Confirms receipt of fees and charges.
- Maintains accurate financial records.



## General Principles

Oscar institute will strive to:

- Ensure we set fees and charges which are fair, competitive and transparent.
- Approach the collection and refund of fees and charges reasonably, flexibly and act in the best interests of our students and clients.
- Inform learners of their rights as a consumer, including any statutory cooling-off periods.
- Inform learners of any guarantees we provide to honour our commitment in delivering the agreed upon services.
- Advise learners we have a right to discontinue the delivery of training and assessment services if fees are not paid in accordance with the agreed upon fee schedule.
- Clearly advertise all fees and charges in our marketing materials and on our website:
  - o The applicable course fees, resource fees, and any other charges such as the re-issue of certificates or statements;
  - o Advise where GST is payable, as per section 38-85 GSTR 2003/1 Goods and Services Tax, Goods and Services Tax (GST) Act;
  - o Payment terms, including when fees are to be paid by:
    - For local and/or online fee-for-service students:
- Undertaking nationally recognised training, it is Oscar Institute's practice to collect no more than \$1,500 prior to the commencement of the course, with the balance spread equally over the course of the training program, and invoiced prior to the commencement of each term due within 5 business days, unless otherwise stated. Where payment plans are required, the amount will be invoiced equally either fortnightly or monthly, over the duration of the course.
- Undertaking unaccredited courses, we collect the entire amount prior to the commencement of the training program.
  - For employer clients who are enrolling their employees into nationally recognised training, and students undertaking non-accredited courses, it is Oscar Institute's



practice to collect the entire course fees prior to the commencement of the course as part of a commercial agreement.

- o Methods of payment we accept – by bank transfer, via debit or credit card;
- o Any non-refundable deposit, administration or enrolment fees (if applicable); and
  
- o Any discounts, fee reductions or exemptions that may be available for certain groups of enrolments (where applicable), such as those with a concession card holder, or those who have been referred by a family or friend.
- Be clear on our refund policy and process, including:
  - o The refund application process,
  - o Conditions under which a refund will be issued,
  - o Where we fail to deliver a course or unable to fulfil our service agreement as part of our guarantee to our learners and clients, a full refund for any services not provided will be issued, and
  - o Timeframes for the refund processing.
- Protect the pre-paid learner fees using approved mechanisms in line with the Standards.

### **Fee-Protection Mechanism**

At Oscar Institute, it is our obligation to protect the pre-paid learner fees where the payment of fees is made directly by a learner and not by an employer or a funding authority.

We do so by:

- Collecting no more than \$1,500 prior to the commencement of the course.
- Balance of fees spread equally over the course of the training program and invoiced prior to the commencement of each term.

### **Good and Services Tax**

Under section 38-85 GSTR 2003/1 GST Act is exempt on our nationally recognised training courses. We will only apply GST on administrative fees and charges such as the re-issue of certificates or the printing of learning materials, educational products and



courses which are not exempted under the aforementioned tax ruling. Further information can be found here.

### **Statutory Cooling-Off Period**

The Standards for Registered Training Organisations 2025 require RTOs to inform individuals of their right to a statutory cooling-off period. The Australian Consumer Law defines cooling-off periods as a specified timeframe of 10 business days during which a consumer who has 'cooled off' on their decision to enter into a contract or agreement, where that contract or agreement was established through unsolicited marketing or sales tactics, to enable the consumer to legally withdraw from the contract with little or no penalty.

It must be noted that Oscar institute does not engage in unsolicited marketing or sales tactics and therefore a statutory cooling-off period will not likely be applicable to our students and clients who have enrolled into a course with us.

### **Fee Extension**

If a learner is experiencing financial difficulties in paying the fees by the due date and require a reasonable extension, they are to inform the Administrative & Support Staff as soon as possible. This information is relayed to the learner in the Student Handbook.

Each extension request will be assessed on its merits and Oscar institute will do our best to provide reasonable extensions to the affected learner and outcomes of all requests are to be communicated to the learner within 10 business days.

### **Refunds**

Where Oscar Institute is unable to deliver a course or fulfil our service agreement, we will calculate the refund based on the units of competency not yet delivered to the learner or client. This means that if we cancel a training program which has not yet commenced, we are to refund the full amount of the fees paid. Where we cancel a training program part way through the course, we are to refund the learners based on the units of competency not yet delivered to the learner and issue the learner with a Statement of Attainment based on the units the learner has already completed.

Where a learner has purchased texts, training workbooks or materials, Oscar Institute will not refund the monies for this expense.

Students who give notice to cancel their enrolment 10 business days or more prior to the commencement of a program, will be entitled to a full refund of fees paid.



Students who give notice to cancel their enrolment 9 business days or less prior to the commencement of a program will be entitled to a refund of up to 75% refund of the course fees paid. The amount retained by Oscar Institute is required to cover the costs of staff, materials and resources which will have already been committed based on the student's initial intention to undertake the training.

Students who cancel their enrolment within 10 business days of the course commencing will only be entitled to a refund of up to 25% of any course fees paid in advance. The amount retained by Oscar Institute is required to cover the costs of staff, materials and resources which will have already been committed based on the student's initial intention to undertake the training. An exception to this policy is where Oscar Institute fails to fulfil its service agreement and the fees are refunded under our guarantee to clients.

Students who cancel their enrolment after 10 business days of the course commencing will not be entitled to a refund of fees. Discretion may be exercised by the CEO if there is extenuating or significant personal circumstance that led to their withdrawal.

Approved refunds will be actioned within 10 business days of approval.

## **Compliance**

This policy aligns with:

- Standards for RTOs 2025:
  - o 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.
  - o Standard 4.1 – The RTO operates with integrity and is accountable for the delivery of quality services.
  - o Standard 4.2 – Roles and responsibilities are clearly defined and understood.
  - o Standard 4.3 – Risks to VET students, staff and the RTO are identified and managed.
  - o Standard 4.4 – The RTO undertakes systematic monitoring and evaluation to support the delivery of quality services and continuous improvement.
  - o Compliance requirements:
    - Prepaid fee protection measures.



- A New Tax System (Goods and Services Tax) Act 1999
- Australian Consumer Law

Failure to comply with this policy can have serious consequences, including but not limited to:

- For the RTO – breaches of legislation or regulatory requirements may result in financial penalties, loss of registration, reputation damage, or regulatory enforcement actions, such as audits or sanctions.
- For Staff Members – staff found to have knowingly or negligently failed to comply with this policy and any associated legislative or regulatory requirements may face disciplinary actions, up to and including termination of employment.
- For Learners and Clients – disruption to their training and assessment, financial losses and/or limited access to refunds.

#### Continuous Improvement

- An internal audit is to be conducted at least once per year to assess our compliance with this policy and the relevant legislative and regulatory requirements. The audit schedule is outlined in our Continuous Improvement Schedule and areas for improvements are documented in our Continuous Improvement Register.
- Feedback from staff, learners, clients and industry stakeholders will be used to inform improvements to compliance processes and the effectiveness of our operations.

#### **Related Documents**

- Continuous Improvement Register
- Continuous Improvement Schedule
- Direct Debit and Payment Schedule
- Overdue Payment E-mail templates
- Overdue Payment Final Reminder letter template
- Payment Refund Form
- Student Handbook



## **Setting and Advertising of Fees Procedure**

1. Undertake market competitor fee analysis
  - i. Select a range of competitors to conduct the competitor fee analysis on. For the purposes of fee analysis, RTOs with have similar target markets, and those with the same course offering(s) should be included.
  - ii. Dissect their value, not just their pricing structure. This will enable us to understand our positioning in the market and what thresholds we are able to charge for our courses.
2. Consider the value and services offered
  - i. Having done a competitor fee analysis, we are now to analyse our costs, factoring in our value and the quality of services offered.
  - ii. A fair and competitive price can then be set for the courses, and the fee structure and terms can be arrived at.
3. Confirm compliance of new fee structure
  - i. it is important that the new fee structure and terms meet Prepaid fee protection measures of the Standards for RTOs 2025 Compliance Requirements. This means that we do not collect more than \$1,500 prior to the commencement of the training program from the student (this only applies where the student is paying for the course fees by themselves and they are not employer sponsored), and the balance is invoiced prior to the commencement of the second semester.
4. Update marketing materials and website
  - i. Once the new fees and charges has been set, they will need to be updated on all marketing materials and on the website to ensure prospective students and clients are correctly informed prior to enrolment.

## **Fee Collection Procedure**

1. Enrolment accepted
  - i. If the learner is enrolled in a nationally recognised training program and is wholly responsible for the course fees, and it is under \$1,500:
    - Upon successful enrolment, the learner is to be invoiced the entire course fees, sent via e-mail.



- ii. If the learner is enrolled in a nationally recognised training program and is wholly responsible for the course fees, and it is above \$1,500:
    - Upon successful enrolment, the learner's fee instalments are to be scheduled.
    - An initial invoice of no more than \$1,500 is to be issued out to the learner via e-mail.
  - iii. If the learner is enrolled in a nationally recognised training program and is learner's employer is responsible for the course fees:
    - Upon successful enrolment, the learner's employer is to be invoiced the entire course fees, sent via e-mail.
2. Confirm acceptance of fees
    - i. The Accounts staff is to confirm the fees have been received promptly.
    - ii. Where the fees are not received by the due date, they are to be sent an e-mail reminder using the Overdue Payment E-mail templates as a guide.
    - iii. Where the learner's account is still in arrears after 30-days, and three reminders have been sent but no response has been received by the learner, the Administrative & Support Staff is to contact the learner over the phone to discuss the arrears and to seek a mutual agreement on the payment of fees.
    - iv. Where the learner is not contactable and has not attended classes for at least 10 business days, an Overdue Payment Final Reminder letter is to be sent to the learner.

### **Refunds Procedure**

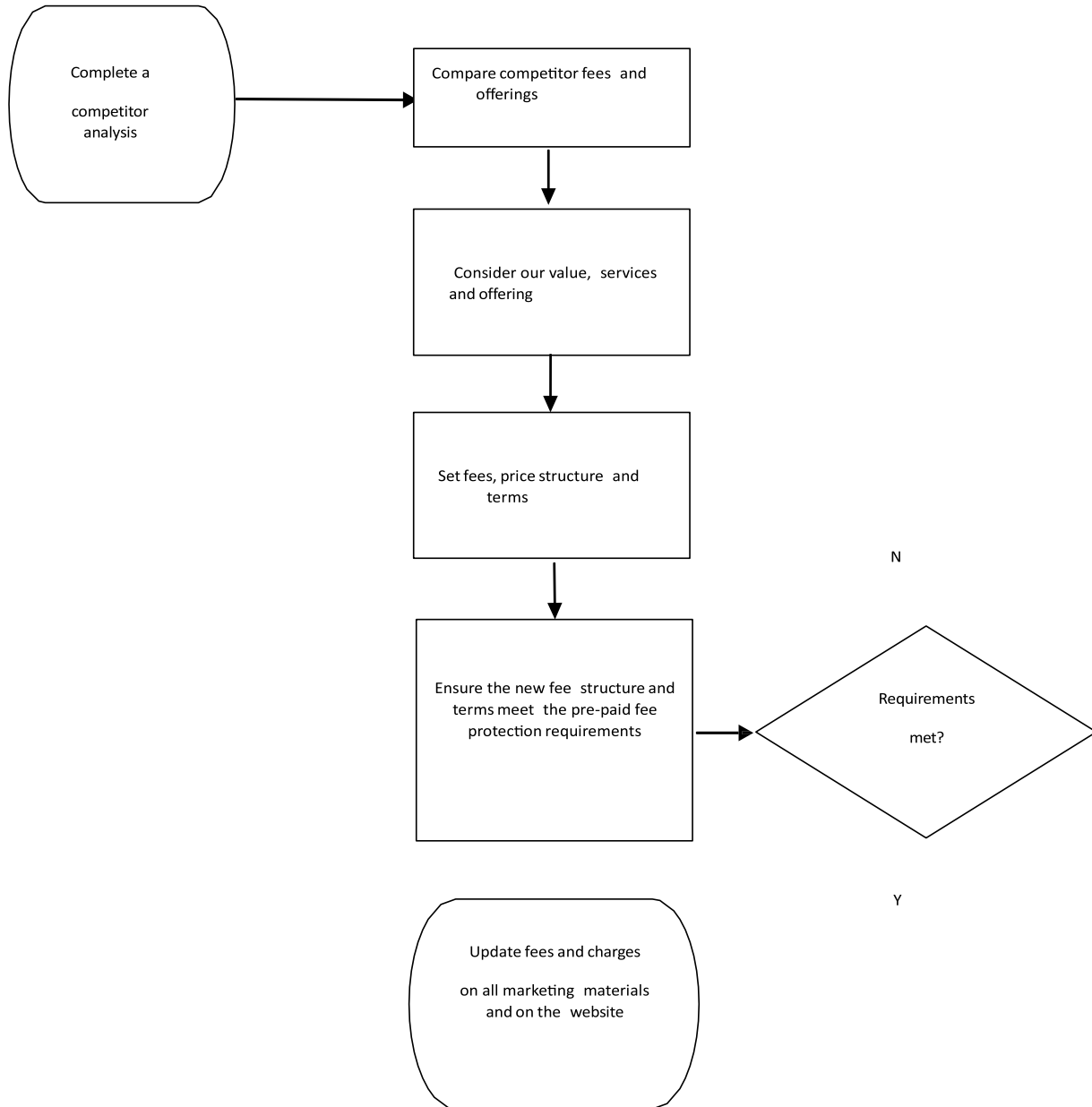
3. Review the Payment Refund Form and send out acknowledgement
  - i. Ensure all of the fields are populated and send the learner a letter acknowledging the receipt of their request.
  - ii. This must be done within 2 business days of receipt of the Payment Refund Form.
4. Obtain CEO approval
  - i. The form should then be sent to the CEO for review and approval.
  - ii. The form should be reviewed within 5 business days of receipt of the Payment Refund Form and the outcome informed to the Administrative & Support Staff.



5. If approved
  - i. Send approval letter to learner or client within 2 business days of the CEO approving the request advising that the refund will be actioned within 10 business days.
  - ii. Send an e-mail to the Accounts department to action refund within 10 business days.
  - iii. If the learner paid via electronic funds transfer, they are to be refunded via the same method using the authorised bank account nominated by the learner and must be in the name of the student for security purposes.
  - iv. If the learner paid via credit or debit card, the refund will be processed to the credit or debit card they had paid with.
  - v. The Administrative & Support Staff is to ensure that the Accounts department issues the refund to the student within 10 business days.
6. If declined
  - i. Send decline letter to learner or client to explain the outcome and their grounds for an appeal within 2 business days of the CEO declining the request.
7. Record management
  - i. The information in the Payment Refund Form is to be entered into our Student Management System for record keeping purposes.
  - ii. The physical form is to be scanned into the student's file and the hard copy should then be shredded and disposed of securely.



## **Setting and Advertising of Fees Process Flow-Chart**



## Refunds Process Flow-Chart

