



Nepean Community College

Smart & Skilled Fees and Refunds Policy

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1. Purpose

To ensure Nepean Community College (NCC) (RTO Code: 1223) informs prospective and current students of fees, charges, payment options and refund arrangements before accepting enrolment.

2. Scope

This policy encompasses:

- Fee Policy
- RTO Guarantee
- Refund Policy

3. Legislative Context

This policy must be read in conjunction with:

- Standard 5, Clause 5.3, Standard 7, Clause 7.2, 7.3, 7.4, 7.5 – Standards for Registered Training Organisations (RTOs) 2015 (V2.3)
- Financial Viability Risk Assessment Requirements Privacy Act 1988
- Australian Privacy Principles
- Competition and Consumer Act 2010 (Cth)
- Fair Trading Act 1987 (NSW)
- NSW Smart & Skilled Fee Administration Policy NSW Smart and Skilled Consumer Protection Policy
- Smart and Skilled Targeted Priorities Prevocational and Part Qualifications Program Provider Guidelines Smart and Skilled Operating Guidelines

4. Policy Principles

1. NCC will ensure students and clients are fully informed of any fees, charges and payment options involved in their enrolment through to the completion of their course.
2. Course information including fees for a training product is provided on the NCC website, My Skills website and provided to clients or individual students, by link or in writing, prior to enrolment.
3. Terms and conditions of enrolment are outlined in the Student Handbook.
4. NCC will not charge students a deposit more than \$1500 (being the threshold pre-paid fee amount).
5. A cooling-off period of two (2) days applies. A student or client will be invoiced after this period, if they cancel their enrolment prior to this timeframe no fees will be charged.
6. Refund applications for fee paying and subsidised training is outlined below in the *Smart & Skilled Fees and Refund Policy*.
7. NCC holds public liability insurance as required by the Standards for Registered Training Organisations (RTOs) 2015 (the Standards) and state regulations.
8. NCC will demonstrate financial viability.

9. NCC will publish this policy on its website and ensure it is available to students prior to enrolment.

5. RTO Guarantee of Services

1. NCC is committed to delivering the services and training necessary for students to complete the training and assessment in every course offered. The nature of this guarantee is communicated to students in the Student Handbook.
2. Should NCC cease delivering a course to students once enrolled and where payment has been received, NCC will arrange to either:
 - I. Transfer the student into another course or unit.
 - II. Issue a refund for applicable unit(s) or components of training not delivered.
 - III. Transfer to another RTO offering a similar course in a similar geographical location with the student's acknowledgement and consent.
3. In the event there are changes to agreed services such as a change in ownership, or a change in third party arrangements, NCC will inform the student as soon as practicably possible.

6. Fees and Charges

1. The following fee information is provided to each student or client throughout the enrolment process:
 - i. The total amount of all fees.
 - ii. Payment options and terms, including the timing and amount of fees to be paid, and any non-refundable deposit/administration fee.
 - iii. Adjustment to fees where a Credit Transfer (CT) or Recognition to Prior Learning (RPL) application is approved.
2. It is a requirement that where course fees, administrative or other charges apply, students or clients must pay these items by the due date. Payment must be made prior to any scheduled training/event. NCC will issue payment reminders outlining consequences of non-payment.
3. Failure to pay fees and charges may result in any or all of the following until the student/client pays the full amount due:
 - I. Suspension from attending or participating in the course including accessing online learning,
 - II. Exclusion from assessment activities,
 - III. Withholding of certification documentation,
 - IV. Termination of the enrolment,
 - V. Exclusion from any future enrolments; and
 - VI. Referring fees and charges remaining unpaid after ninety (90) days from the due date to a debt collection agency for action.
4. NCC offers a range of payment options including periodic payments (unit-by-unit payment), electronic funds transfer (made payable to NCC), Visa, MasterCard and direct debit. A surcharge applies to Credit Card payments.
5. There may be further incidental expenses of a personal cost to a student in addition to

student fees. These costs may include but are not limited to:

6. Essential equipment that can be obtained from NCC or externally, this may include but is not limited to protective clothing, writing materials etc.
7. Accommodation, food and transport costs associated with attending the necessary practical session.
8. Textbooks the student may be required to undertake their qualification and is retained by the student at the completion of their qualification.
9. Students will be advised in advance of the course commencement any additional costs that a student will or may incur.
10. Students who wish to transfer between courses once commenced will incur a \$100 administration fee for processing and will need to re-enrol in the new course. The administration fee must be paid prior to the new enrolment being facilitated. NCC encourages students to take note of the Refund of Tuition Fees section prior to making contact to transfer courses so that they are fully informed. Fees for the new course will be provided during re-enrolment. Should the student have Credit Transfer (CT) or Recognition of Prior Learning (RPL) applied to the new enrolment, adjusted fees will be quoted.
11. Students who elect to transition into an updated training product where the superseded course has not been completed within the set timeframe communicated by Nepean Community College, will be charged at the current rate for the new enrolment, less adjustments for any CT or RPL that can be applied. (Refer to the *Transition of Training Products Policy Procedure*.) Students enrolled in NSW Smart and Skilled are exempt; fees for enrolling into the transitioning training product must remain the same.

7. Recognition of Prior Learning (RPL) Fees

12. A pre-assessment interview for an RPL application will incur no cost to the applicant.
13. If the RPL pre-assessment interview determines that the student could proceed with a formal RPL application, the student will be provided with a quote before proceeding with the formal RPL application process. The RPL fee will cover the cost of supplying and processing the RPL kit, assessment of evidence supplied and for the assessment decision, plus issuing of statements of attainments or qualifications if required.
14. Where an eligible student achieves RPL or CT for unit(s) of competency, NCC will adjust the qualification price to determine a new fee according to the program guidelines and in a student case by case basis.

8. Replacement Certification, Resubmission and Re-Enrolment Fees

15. NCC will issue a Statement of Attainment or Qualification Testamur (including a Record of Academic Results) to students who complete accredited training at no additional cost.
16. If a student requests a replacement document, a \$25 (AUD, GST included) replacement fee applies for each Statement of Attainment or Qualification Testamur (including Record of Academic Results) requested. The student is to email NCC on principal@ncc.nsw.edu.au
17. Students deemed not satisfactory (NS) in the theory component of a unit of competency following two (2) submission attempts may be required to re-enrol in the unit if they wish to continue. NCC will provide a quote for the gap training and assessment which will be calculated as a proportion of the unit of competency enrolment fee.

18. Students deemed Not Yet Competent (NYC) in the practical component of a unit of competency will be required to demonstrate the skill until deemed competent. If this is not demonstrated on the scheduled practical day, the student/client will need to re-schedule and pay fees for the gap training and assessment required.
19. If students do not successfully complete a qualification within the duration agreed to at enrolment, re-enrolment costs will be incurred to continue in the unit(s) of competency not attained. This will be charged at the unit rate advertised at the time of re-enrolment and is subject to new terms and conditions at this time. Students should note that training products are regularly updated therefore NCC is unable to guarantee continuation in a qualification if not achieved within the duration.
20. If students withdraw from a qualification, they will receive a Statement of Attainment for units of competency deemed competent at the time of withdrawal.

9. Refund of Tuition Fees

21. All refund requests submitted are subject to approval by Accounts in accordance with our Access and Equity Policy ensuring a fair and equitable process to all students.
22. All refund requests must be sent in writing to principal@ncc.nsw.edu.au. Refunds processed for withdrawal from a course following the cooling off period are subject to a \$100 administration fee.
23. Fees will not be refunded under the following circumstances:
 - I. For units of competency that the student has commenced, received resources for, and/or accessed through the online learning platform (Catapult).
 - II. If a student has submitted work, that has been plagiarised or falsified.
 - III. If a student enrolment has expired past the completion deadline.
 - IV. If a student has received training and received a NYC result failed to attend the practical. The only exceptions to this policy are in the instance where:
 - NCC cancels a unit or course in which the student has enrolled or where the commencement of a course is unable to be re-scheduled within a reasonable timeframe.
 - NCC has failed to provide agreed services including meeting its obligations under federal or state law.
 - NCC has not clearly informed students of transition information according to the Transition of Training Products Policy Procedure.
24. The student will be notified of the decision in writing within ten (10) business days of receiving the refund request.

10. Fees and Refunds for Smart and Skilled

25. Eligible students enrolling under the Smart & Skilled program in an approved part qualification are able to access subsidised training and therefore pay a student contribution fee. Smart and Skilled eligibility is outlined in NCC's Application and Enrolment Policy and Procedure.
26. Information on student fee categories, eligibility including concessions, fee-free scholarships, and student fee arrangements are documented in the Smart and Skilled Fee Administration Policy.
27. NCC is approved to deliver under the Smart and Skilled Targeted Priorities Prevocational

and Part Qualifications Program Provider Guidelines, as well as under Smart and Skilled Entitlement Full Qualifications Program (for approved qualifications delivered during the Activity Schedule).

28. NCC will only charge the student/client the fee set by the NSW Government for the subsidised training as confirmed by the Smart & Skilled Provider Calculator during the Notification of Enrolment Process. NCC will not discount, exempt or charge the student higher fees. Students will not be affected by subsequent changes in Smart & Skilled fees.
29. Students who enrol in a full qualification who have previously achieved a part qualification under the Entitlement Full Qualifications (EFQ) or Targeted Priorities Prevocational and Full Qualifications (TPFQ) program and are required to pay a student fee, must pay either the Standard Student First Qualification fee or the concession fee. (Refer to the Smart & Skilled Prices and Fees).
30. Where a student undertakes two or more part qualifications resulting in being awarded a full qualification, then subsequently undertakes a full qualification under the EFQ and TPFQ program and are required to pay a student fee, they must pay either the Standard Student – Subsequent Qualification Fee or the concession fee. (Refer to the Smart and Skilled Prices and Fees).
31. Students must advise if they have previously achieved any post -school qualifications at enrolment. NCC may use USI data to determine a student's qualification record as evidence.
32. Student's enrolling in a part qualification under the Targeted Priorities Prevocational and Part Qualifications (TPPPQ) Program will not be charged a fee.
33. Students should not be enrolled in multiple part qualifications for the issue of a full qualification. They are to enrol in the full qualification under the relevant program and pay the applicable fee.
34. Students who enrol in more than one Smart and Skilled qualification must pay the student fee for both qualifications. Should a student withdraw from a higher-level qualification, but have completed the lower-level qualification, they will be charged the refund processing cost and be charged for units of competency accessed or commenced.
35. NCC will not charge additional fees except for incidental expenses outlined in 5.2 of the Smart and Skilled Fee Administration Policy.
36. Additional fees can only be charged for essential items and equipment the student may choose to purchase from NCC or another supplier that become the property of the student following completion of the training and are not consumed during the training. Refer to the Smart and Skilled Fee Administration Policy for clarification and examples.
37. Any additional costs incurred to the student must be published on NCC's website and advised to the student prior to enrolment. Receipts of payments must be issued and retained.
38. Where a student/client requests additional unit(s) of competency to be delivered in conjunction with the concurring Smart & Skilled subsidised qualification which is over and above the units required to achieve the qualification under the training package, NCC may source alternative funding if unable to absorb the costs of delivering the additional units. NCC aims to source funding for the additional units requested prior to entering into a full fee-paying agreement with the student/client.
39. In accordance with the *NCC Fees and Charges Policy*, NCC will collect all fees prior to the

student completing their subsidised training. Evidence of payment is retained via the NCC accounts and/or learning management system.

40. NCC will not pay student fees on behalf of the student/client; the only exemption is in the instance the student is an employee.
41. Transferring students from another Smart & Skilled RTO provider will have any CT applied to their enrolment and fees adjusted accordingly.
42. Students who transfer due to the initial provider ceasing to deliver the training product must not have the fees (combined with the initial provider) exceeding their initial quote. Where the combined fee exceeds the initial quote, the Department is to be contacted to confirm the fee to be charged. As the transfer is not of the student's own accord, NCC must obtain from the student, the following issued from their initial provider:
 - i. Statement of Attainment, where applicable.
 - ii. Up to date Training plan that lists all units of competency achieved, commenced but not completed, and/or not started.
 - iii. A statement of fees and payment receipt.
43. Students that are required to transition from a superseded qualification, the student fee will remain the same.
44. NCC will publish this policy on its website and ensure it is provided to students enrolling into an NSW Smart & Skilled program, together with the *Smart & Skilled Fee Administration Policy* prior to any fees being charged.
45. NCC may be required to refund a student in the instance where a CT or RPL outcome has been applied, resulting in a fee re-calculation after the Notification of Enrolment Process. NCC will apply all CT and RPL applications prior to an enrolment being finalised.

11. Discontinuing Students

1. As per the two (2) day cooling-off period stated above, students/clients are able to withdraw without penalty if they advise NCC within this timeframe.
2. Should a student withdraw after this time, the student will be issued a statement of fees that includes all fees and any fees refunded if applicable.
3. Refer to the NCC's Variation, *Withdrawal and Cancellation Policy and Procedure* for complying with the NSW Discontinuing Students directive.

12. Appealing a Decision

If the student is dissatisfied with the outcome related to Fees, Charges and Refunds, they may submit an appeal. Please see the *NCC Complaints and Appeals Policy and Procedures* on the NCC website.

13. Credit Card Information

46. Any Credit Card details received will be de-identified and destroyed once payment has been processed.
47. Any electronic communication received containing Credit Card information will also be permanently deleted.

14. PROCEDURES

Fees and Charges Information on Enquiry and During Enrolment

1. Operations check the accuracy of fees, charges, payment options, terms and conditions published on the course pages of the NCC website. My Skills is also routinely checked for accuracy and currency of information.
2. All applicable fees, including tuition fees and any other fees, including costs for resources for training products on offer by NCC is listed on the NCC website. **Prior to enrolling into the course, students are directed to our online policies and Student Handbook** which lists their rights, obligations and responsibilities and terms and conditions of enrolment. Should they wish to continue to enrolment, they enrol through the website, where they complete an online declaration containing the Privacy Notice, and agreement to terms and conditions of their enrolment.
3. Students/clients are **emailed an invoice** from NCC. Payment options are outlined above.
4. Periodic payments are available for specific qualifications over the course duration.
5. Following enrolment, all fees and charges enquires are to be directed to **reception@ncc.nsw.edu.au**
6. **Late payment reminders** are issued from NCC accounts system.
7. Delayed or failed payments may result in penalties as listed under point 3 in the Fees and Charges Policy.

RTO Guarantee

1. Should NCC cease to deliver a training product as an RTO or is unable to deliver Smart & Skilled training and assessment course, once a student is enrolled and has paid tuition fees, the Education Team will contact the student/clients.
2. NCC will coordinate with the student/client to transfer the student into another course or unit. Alternatively, if this is not suitable, NCC will issue a refund for applicable unit(s) or components of training not delivered, and/or transfer to another RTO offering a similar course in a similar geographical location with the student's acknowledgement and consent.

Refund Applications, Fees for Varying Enrolment and Replacement Certificates

1. To request a refund email **reception@ncc.nsw.edu.au** with reasons for seeking a remission of fees.
2. Operations will review the refund request including the reasons, to determine any refund owed in accordance with this Policy and Procedures.
3. A Statement of Attainment will be issued for any unit(s) of competency attained up to the withdrawal date.
4. For replacement certificates, contact NCC's RTO Manager Or the email address above; the fee will be advised at the time of enquiry and payment processed before issuance.
5. For information on varying enrolment, refer to the Variation, Withdrawal and Cancellation Policy and Procedures.

Smart and Skilled Fees and Refunds

1. Students/clients must be provided with this Fees and Refunds Policy and Procedure and the NSW Smart and Skilled Fee Administration Policy prior to enrolment.
2. Operations determine the student contribution fee at enrolment from the student data which is entered into the Smart and Skilled Provider Calculator. Any CT or awarding of

RPL will adjust the student fee at enrolment.

3. The student contribution fee is quoted to the student/client then an invoice issued with payment terms.
4. If enrolling a transferring student from a provider that has ceased to deliver the Smart and Skilled program, obtain from the student their Statement of Attainment, initial quote and fees paid, up to date Training Plan to determine any CT and fees to be charged. Should the fee exceed the initial fee quoted, contact the Department prior to generating an invoice and enrolling the student.
5. Discontinuing students will be issued with a statement of fees that includes all fees and any fees refunded if applicable.

15. Discontinuing Students (withdrawal)

15.1 Withdrawal without penalty

NCC advises the student, prior to any fees being paid, of the 'withdrawal with no penalty' cut-off date, i.e. the date by which the student can withdraw and be refunded any fees paid at enrolment.

This date will be determined by NCC.

15.2 Withdrawal after the cut-off date without penalty

Where a student withdraws from training, NCC gives the exiting student a statement of fees that includes all fees applied and any fees refunded, if applicable.

15.3 Fees for student repeat attempts to complete units of competency

NCC allows a student to attempt each assessment task for each unit of competency on at least two (2) occasions (initial attempt plus two re-submissions) as a part of their student fee. Further assessment attempts beyond the first three attempts may incur additional fees. NCC ensures students are aware of this policy prior to enrolment.

15.4 Refunds Due to Request Hardship Application

1. Students who may have extenuating circumstances that prevent them from attending their scheduled course dates that may include but are not limited to illness, family or personal matters, or other reasons that are out of the ordinary. Where delivery has commenced, course fees have been paid and an employer or student believes a special circumstance refund is warranted, the client may apply for a refund by writing to: **reception@ncc.nsw.edu.au**
2. NCC generally approves a pro rata refund of fees and charges at any time during the course of delivery if students withdraw for reasons of personal circumstances beyond their control, such as:
 - I. Serious illness resulting in extended absence from course activities,
 - II. Injury or disability that prevents the student from completing their course; or
 - III. Other exceptional reasons at the discretion of NCC.
3. In all cases, relevant documentary evidence (for example, medical certificate) is required. Details of all refunds are retained for audit purposes.
4. This decision of assessing the extenuating circumstances rests with the CEO and shall be assessed on a case-by-case situation.
5. All refund applications are assessed and processed within fourteen (14) days of the

application being placed. The applicant will be advised in writing of the outcome of their application, including reasons for refusing a refund in cases where this occurs.

6. NCC does not provide a refund in cases where a student has withdrawn from a qualification but has completed all the requirements for a lower-level qualification, which attracted a lower student fee.
7. All clients have the right to appeal a refund decision made by NCC. Please refer to the Complaints section for further information.

16. Responsibilities

Principal

- Responsible for ensuring financial obligations to students, state and federal regulators are being complied with.
- May assist the administration team with the review of refund applications and any SOA.

RTO Compliance

- Ensures all marketing material including the website display accurate information on payment options, fees and charges.

Digital Marketing

- Publish current policies and procedures on the website, freely accessible to students.

Administration Team

- Communicate accurate payment options, fees and charges to students to assist them in making an informed choice on their course/study options.
- Reviews refund applications.
- Communicates accurate payment options, fees and charges to students to assist them in making an informed choice on their course/study options.
- Refer students to the website for further information on relevant policies, procedures and associated forms.
- Informs students of any changes to their enrolment

Student Engagement Facilitator

- Assesses student eligibility for re-enrolment options where a course has expired.

END OF DOCUMENT