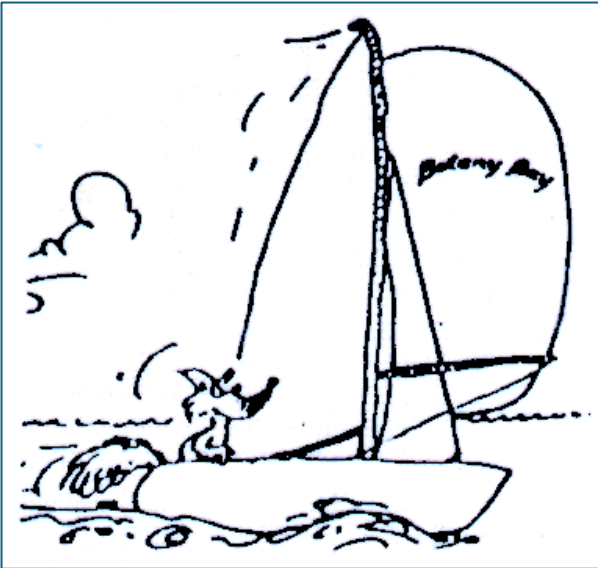




# Sailingworld Pty Ltd

ACN:092 478 718



## POLICY AND PROCEDURE FEE MANAGEMENT, DEFERRAL AND REFUND

Status	Current
Version	1-2024
Last review date	30 August 2024
Reviewed by	Sailingworld CEO
Summary of changes from previous version	Minor amendments post-annual review



## FEE MANAGEMENT, DEFERRAL AND REFUND POLICY

### PURPOSE AND SCOPE

**1.1** The purpose of this Policy is to ensure that Sailingworld appropriately and fairly determines and administers student fees, deferrals and refunds across a variety of funding arrangements.

**1.2** The Policy applies to all fees, charges, refunds and fee protection for qualifications and units delivered by Sailingworld.

### POLICY STATEMENT

**1.3** Sailingworld provides a fair, equitable and transparent approach to determining and administering fees, deferrals and refunds to all students and clients in accordance with the Standards for RTOs (2015).

**1.4** Sailingworld sets fees in accordance with market conditions and the relevant legislation regulated and administered by the Australian Competition and Consumer Commission (ACCC).

**1.5** Sailingworld will ensure that it has at all times a sufficient cash flow to cover the delivery of training and protect any pre-paid fees from students.

### PRINCIPLES - FEES

**1.6** Sailingworld publishes accurate and timely information on student fees for prospective and current students and clients on Sailingworld's website.

**1.7** Accurate and accessible information is readily available about all fees and charges, including tuition fees, invoice due dates and payment methods. The published fees include sufficient information to enable a pro-rata calculation of the fee for each unit in a qualification.

**1.8** Processes are in place for managing student grievances, disputes and administrative errors in relation to student fees and refunds..

**1.9** Students or clients must pay fees by the due date, or clear any outstanding debts, to be entitled to services, including certification documentation, and privileges of Sailingworld. Hence, students are responsible for ensuring that:

- Their enrolment record is correct.
- Their personal contact details are accurate.
- Correspondence related to student fees and due dates for payment are read and acted upon in accordance with the relevant timelines.
- Fees are paid by the due date.

**1.10** Unless otherwise specified, course fees include the cost of all compulsory training and assessment materials, including course reading materials and certification.

**1.11** In accordance with The Standards for RTOs (2015), clause 7.3:

- Sailingworld will not collect more than \$1,500 of any course fee prior to the commencement of a course.
- Where a course cost is greater than \$1,500, the payment of fees will be scheduled throughout the duration of the course.



**1.12** Sailingworld will ensure that fees shall not be collected from a student before one calendar month from the scheduled commencement of the course so as to ensure a proper cash flow for the delivery of the training. This will remove the potential for fluctuations in fiscal levels to prevent Sailingworld from delivering the appropriate educational experience.

## **PRINCIPLES - REFUNDS**

**1.13** In accordance with The Standards for RTOs (2015) Clause 5.3, refunds apply where:

- Sailingworld fails to provide a course of study, in which case a full refund must be provided.
- An offer of admission is withdrawn, in which case Sailingworld may retain an Administration Fee.
- A student notifies their intention to withdraw in writing seven (7) days prior to course commencement, in which case a refund, less an Administration Fee, of the course fee applies.
- A student in a VETSL arrangement withdraws before the census date.
- A student in a fee-for-service arrangement withdraws before the Census Date, in which case Sailingworld may retain an Administration Fee.
- A reduction in fees may apply if and when there is a change in government pricing.
- A student who transfers their enrolment into another course offering, who has not paid fees in full, will be able to defer fees to be in line with the new offering, should the Census Date not been passed.

**1.14** The Census Date shall be calculated from the event whereby a minimum of 20% of the course material has been delivered to the student, via digital or other means, whereby the student has been able to engage with and consume said content OR where 20% of the course has been delivered according to the issued schedule.

**1.15** The Administration Fee charged shall equal 15% of the total cost of the full course fee, or shall otherwise be calculated as a minimum of \$100.00 (where this is the higher amount) to a maximum of \$500 (where this is the lesser amount).

**1.16** Refunds will not be provided after the Census Date.

**1.17** Deferrals will not be provided after the Census Date.

**1.18** Special consideration for refunds or deferrals may be given to students in extenuating circumstances or on compassionate grounds by way of a special application to the Sailingworld CEO. Requests must provide evidence of the exceptional circumstance concerning the request for refund or deferral and include documentary evidence, such as detailed medical certificates or a statutory declaration demonstrating a disruption to studies.

**1.19** In cases where a student has been suspended or excluded due to misconduct, the student will not be eligible to apply for a refund of fees by demonstrating that special circumstances apply. Where a student is being investigated for misconduct, refunds (where applicable) will not be made, pending the outcome of the investigation.

**1.20** Administration or transaction fees charged by a financial institution are not refunded unless the refund arises from a decision or action by Sailingworld.

**1.21** This Policy, and the availability of a complaints and appeals process, does not remove the right of a student to take action under Australia's Consumer Protection Laws.



## ROLES AND RESPONSIBILITIES

**1.22** The Sailingworld CEO approves any proposals to set, review or discontinue fees. The CEO will have the right to accept any proposals to set, review or discontinue fees.

**1.23** The Sailingworld CEO is responsible for the application of this Policy.

**1.24** Sailingworld CEO is responsible for:

1. Determining the method by which fees for courses will be assessed.
2. Determining the course fees.
3. Ensuring Sailingworld maintains a suitable cash flow at all times to guarantee delivery of training.





## FEE MANAGEMENT, DEFERRAL AND REFUND PROCEDURE

### PURPOSE AND SCOPE

- 2.1** This procedure outlines Sailingworld's processes in place to ensure compliant handling of fees, deferrals and refunds.
- 2.2** The Fees, Deferral and Refund Procedure demonstrates how fees, deferrals, refunds and fee protection are applied to qualifications and units delivered by Sailingworld.
- 2.3** This Procedure applies to fees, charges, refunds and fee protection applicable to students and clients undertaking a Government Funded Training Contract or a Fee for Service arrangement, and all staff involved in fee processes.
- 2.4** This procedure may be applied to students funded under VET Student Loans and/or Smart and Skilled (NSW Department of Education and Training) funding arrangements.

### FEES AND CHARGES

- 2.5** All fees are fair and equitable in relation to market pricing and have appropriate evidence to support the price, including but not limited to a comparison between; provider, date, source of information, course, units undertaken specifically in relation to elective units, intake/cohort options and price.
- Fees will be annually reviewed and adjusted as appropriate. All fees reviewed must go through a market pricing comparison and comply with all relevant legislation, Australian Competition and Consumer Commission (ACCC) and Standards for RTOs (2015).
  - The Sailingworld CEO will approve any proposals to set, review or discontinue fees. Sailingworld CEO will compile evidence of current market pricing and provide endorsement/approval.
  - Sailingworld will maintain currency of Sailingworld website to ensure all fees published are current and correct.
  - Course fees are to include the cost of all compulsory training and assessment materials, including course reading materials and certificate of completion.
  - Where a course requires work placement, additional evidence to ensure placement, required by placement organisations may be required. The Student will be responsible for any additional costs, this may include Police Checks and Working with Children Checks (WWCC).
- 2.6** The Student or client must pay fees as specified in invoice, agreement or other document containing information on payment terms.
- Where a course is priced \$1,500 or less, students and clients make a single payment prior to commencement of the qualification or unit. Where a course is priced \$1,501 or more, students and clients are required to make two payments, an initial payment of \$1,000 prior to the commencement of the qualification or unit. The second payment of the outstanding amount will be required to be paid 14 days after the commencement of the qualification or unit of competency.
  - Where an invoice is issued, students and clients will have 14 days to make payment via the options provided on the invoice.
  - Where courses may be eligible for government funding or access to student loans, students and clients will be given additional information from the loaning body. Ways to access this information will be detailed in the
  - Students who fail to pay fees by the due date will be notified of their lack of payment



via email. Students will be given the opportunity to respond to the notification and to rectify any missed payments. Failure to do this will result in exclusion unless alternative arrangements have been made.

**2.7** Students who wish to transfer or defer their studies are required to fill out a Deferral Application Form. The Deferral form is submitted in writing to the Sailingworld CEO. Once it has been received, the student will receive email confirmation of receipt within two (2) business days.

- All Deferral applications will be reviewed by the Sailingworld CEO.
- Students will be notified of the outcome of their application within seven (7) business days from receipt.
- Upon successful transfer, students will be issued a new statement of Schedule of Fees. Students can apply to transfer studies, however, only remaining available scheduled fees will be available for this transfer.

**2.8** Students deferring their studies can do so up to a period of 12 months. Studies may only be deferred one time.

- A student who defers will be able to transfer their scheduled fees to the deferred course offering. This includes any fees paid prior to the deferral which are retained by Sailingworld to be applied to the deferred offering, less the Administration Fee.
- Students wishing to return to studies after a deferment will need to state their intention to return to studies in writing via email to the Sailingworld CEO at least 14 days before recommencing studies.
- Students who wish to return will be advised of the next course commencement date and information for upcoming course options. The student's return to study is contingent upon the course being offered.
- Students wishing to return to studies after a deferment will have the unused portion of their fees from their original enrolment, less an Administration Fee applied as a credit to their new enrolment.
- Any shortfall in course and/or Administration fees owing upon the student's return to study, will be recorded in the form of an invoice, to be paid by the student prior to commencement.
- Students who do not return to studies within 12 months of deferral will be withdrawn and all paid fees may be retained by Sailingworld, unless the student is able to demonstrate extenuating circumstances including illness or force majeure.

**2.9** The Administration Fee shall equal 15% of the total cost of the full course fee or shall otherwise, be calculated as a minimum of \$100.00 (where this is the higher amount) to a maximum of \$500 (where this is the lesser amount).

**2.10** The Census Date shall be calculated from the event whereby a minimum of 20% of the course material has been delivered to the student, via digital or other means, whereby the student has been able to engage with and consume said content.

**2.11** No deferral will be approved, subject to the Census Date having been passed and as defined in the Sailingworld Fees and Refund Policy, unless the student is able to provide documented evidence of extenuating circumstances.

**2.11** Students can withdraw without penalty at any time after all course fees have been paid. Students who withdraw without completion and have completed at least one unit will receive a Statement of Attainment. Students who withdraw without completion and have not completed some units may receive a Statement of Attendance, if appropriate.

- Fee for service students can withdraw without penalty one week prior to the



commencement of the course. Students withdrawing after this date will be required to pay all course fees due.

- Government funded and loan students can withdraw without penalty within 14 days of commencement of studies. Students withdrawing after this date will be required to pay all course fees due.
- Students seeking to withdraw submit an Intention to Withdraw Application form in writing. Once it has been received by Sailingworld, the student will receive confirmation of receipt within 10 business days. Students will be notified of the outcome of their application within seven business days, from confirmation of receipt.

**2.12** Refunds will be offered/accepted if they comply with the Sailingworld Fee Management, Deferral and Refund Policy.

- Students who are seeking a refund for reasons other than those previously noted. If Sailingworld fails to provide a course of study, any fees paid are refunded to the student within ten (10) business days from cancellation.

**2.13** All refunds are calculated and approved by the Sailingworld CEO.

**2.14** No refund shall be paid after the Census Date has past and as defined in the Sailingworld Fee Management, Deferral and Refund Policy.

**2.15** In certain circumstances the Sailingworld CEO may consider a formal request by a student for a refund due to extenuating circumstances which will be considered at the sole discretion of the Sailingworld CEO. For the extenuating circumstances to be considered, the student must supply supporting documentation, including for example but not limited to; a medical certificate from a registered medical practitioner with sufficient details, statement from a counsellor, employer or evidence of impacts of fire emergency/natural disaster and accompanied by a signed Statutory Declaration.

**2.16** All evidence of a refund of fees must be saved against student file in Student Management System (SMS).

**2.17** Should a student not be able to make payment, Sailingworld will undertake actions to collect the debt.

## **DECISIONS, NOTIFICATION AND RECORD KEEPING**

**2.18** The CEO will have the right to accept any proposals to set, review or discontinue fees.

- All refunds must be approved by the Sailingworld CEO.
- Students have access to fees information prior to admission into Sailingworld.
- Clients agree to the fees prior to contract agreement with Sailingworld. Upon signing the contract/agreement Clients will receive an invoice.

**2.19** All evidence of market pricing and price comparisons will be kept and saved to the relevant course on the local share drive, listing the date and location they were sourced from.

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