

Fees and Refunds Policy and Procedure

Purpose

This policy outlines Communicare RTO's approach to the management of fees, charges, payment arrangements, pre-paid fee protection, and refunds. It ensures compliance with the Standards for Registered Training Organisations (RTOs) 2025, supports transparency, and protects learners as consumers.

Scope

This policy applies to:

- All learners enrolled in non-accredited training delivered directly by Communicare RTO
- All learners enrolled in nationally recognised training delivered under third-party arrangements
- All employees responsible for administering fees, invoicing, payment processing, and refunds
- Third-party organisations engaging Communicare RTO for training services

Definitions

Course Fees – Fees payable for enrolment in a course or qualification.

Pre-paid Fees – Fees collected from learners prior to the delivery of training and/or assessment services.

Learner – A person undertaking training and/or assessment with the RTO.

RTO (Registered Training Organisation) – An organisation registered by TAC or ASQA to deliver nationally recognised training.

TAC (Training and Accreditation Council) – The regulator for vocational education and training sector within Western Australia, responsible for ensuring compliance with the Standards for RTOs.

VET – Vocational Education and Training.

Policy

Communicare RTO is committed to providing clear, transparent, and accurate information regarding fees, charges, payment terms, and refund conditions to all learners prior to enrolment.

Communicare RTO ensures that all fees collected are aligned to the services to be delivered and that learners are protected through fair and reasonable refund processes. Learners are entitled to a refund where training or assessment services are not delivered, are cancelled by the RTO, or are terminated early.

All fee collection and refund practices are managed in accordance with the Standards for Registered Training Organisations (RTOs) 2025 and applicable consumer protection legislation.

Fee Information and Transparency

Communicare RTO ensures that all learners are provided with clear, accurate, and up-to-date information regarding:

- Total course fees
- Payment terms and conditions
- Refund conditions
- Any additional charges

This information will be provided prior to enrolment, in accordance with the Standards for RTOs 2025.

Payment Terms

Non-Accredited Courses (Direct Enrolment)

- Learners enrolling via the Communicare RTO website are required to pay fees in full at the time of enrolment
- Enrolment is confirmed only upon successful payment

Accredited Courses (Third-Party Auspice Arrangement)

- Fees are invoiced to the third-party (e.g., a private school) in accordance with contractual agreements
- Payment terms are specified within the Third-Party Arrangement Agreement

Pre-Paid Fee Protection

In accordance with the Standards for RTOs 2025, Communicare RTO implements the following protections:

- The RTO does not collect more than \$1,500 in pre-paid fees per learner for nationally recognised training, unless:
 - Alternative protection mechanisms are in place (e.g., payment plans, staged invoicing)
- Where applicable, course delivery is structured into stages, and fees are aligned with delivery milestones
- Learners are entitled to a refund for any portion of fees relating to services not yet delivered
- In the event Communicare RTO is unable to deliver training, learners will be:
 - Offered a refund for unused fees, or
 - Supported to transition to a future course, or to an alternative provider (where reasonably practicable)

For non-accredited training (full upfront payment):

- Training is typically short in duration and delivered promptly after enrolment
- Learner rights to refunds remain fully protected as outlined in this policy

Consumer Rights

Nothing in this policy removes or replaces the learner's rights under:

- Australian Consumer Law
- Any applicable state or territory legislation

Learners have the right to:

- Receive services as agreed
- Request refunds where services are not delivered
- Access the Complaints and Appeals Policy and Procedure

Procedure

Learner Fees

- Fees must be paid:
 - Immediately at enrolment (non-accredited courses), or
 - Within 14 days of invoice (where applicable)
- Failure to make payment may result in:
 - Cancellation of enrolment
 - Suspension of access to training

The RTO Manager approves all fees and payment structures.

Refund Conditions

Full Refunds

A full refund will be provided where:

- The course is cancelled by Communicare RTO
- The learner withdraws before course commencement
- The RTO fails to provide agreed services

Partial (Pro-Rata) Refunds

Learners may receive a partial refund:

- For units not yet commenced (based on delivery plan)
- Where withdrawal occurs due to compassionate or compelling circumstances (e.g., illness, bereavement)

Conditions:

- Requests must be submitted within 14 days of withdrawal, and evidence must be provided
- Refund amounts will be determined on a pro-rata basis for services not yet delivered, up to a maximum of 30% of total course fees, at the RTO Manager's discretion.

No Refund Conditions

No refund will be provided where:

- The learner has completed more than 25% of the course
- Withdrawal is due to misconduct or breach of the Learner Code of Conduct
- Cancellation occurs more than 10 business days after enrolment, unless exceptional circumstances apply

Withdrawal Process

Learners must submit a formal withdrawal request via rto@communicare.org.au

Refunds are not processed without formal notification.

Requesting a Refund

The learner (or authorised party) must:

- Submit a request via rto@communicare.org.au
- Provide supporting documentation (if applicable)

Communicare RTO will:

- Review requests within 10 business days
- Provide written advice, including:
 - Outcome
 - Approved amount (if any)
 - Payment timeframe

Approved refunds are processed within 14 business days, and will be paid using the original payment method, where possible.

Appeals

If a party is dissatisfied with a decision, they may lodge an appeal under the Complaints and Appeals Policy and Procedure.

Third-Party Arrangement Agreement Conditions

Fees and Payments

In consideration of the RTO delivering the Services, the Third-Party will pay the agreed Fees as outlined in the Third-Party Arrangement Agreement.

The RTO will supply the Third-Party with a valid tax invoice, clearly identifying the date, services supplied, any relevant quantities, and the price.

An invoice will be generated upon completion of student enrolment and activation of LMS access. Payment terms are 30 days from the date of invoice.

The RTO may, at its sole discretion, adjust the Fees payable under the Third-Party Arrangement Agreement. Any adjustment will be communicated to the Third-Party in writing at least 30 days prior to the effective date, or no later than 31 August of each calendar year, where no more than one fee adjustment will be made in any 12-month period.

Fee arrangements

An agreed fee per student or per cohort, as outlined in the Third-Party Arrangement Agreement, will be charged for the four (4) terms in the academic calendar year.

This Fee is payable in advance upon enrolment and applies regardless of the number of units completed or a student's progression or withdrawal from the course.

If a prospective student does not meet the required LLND prerequisite during enrolment, the RTO will not proceed with the enrolment.

No refunds will be provided unless otherwise agreed in writing. Any refund arrangements must align with Consumer protection obligations and the Third-Party Arrangement Agreement.

Extension Fee – where an extension of enrolment needs to be applied, the rate will be as per the Third-Party Arrangement Agreement.

LMS Support Fee – LMS support is included at no additional charge in the first calendar year of the Agreement. In subsequent years, the LMS support rate will be as outlined in the Third-Party Arrangement Agreement. LMS support fees will be invoiced quarterly in arrears based on actual hours of support provided. These Fees are subject to the same payment terms.

Invoices will be sent to the nominated Third-Party Representative.

Responsible personnel

RTO Manager – Approval of fees and refunds

Training and Compliance Coordinator – Compliance against Standards for RTOs

Training and Administration Officer – Student communications and processing

All RTO Staff – Compliance with this policy

Related documents

Standards for Registered Training Organisations (RTOs) 2025

Complaints and Appeals Policy and Procedure

Third-Party Arrangement Agreement