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Name:	Refund Policy and Procedures
Endorsed by:	Continuous Improvement and Management Committee
Date approved:	July 2021
Review Date:	January 2023

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## PURPOSE

To provide an appropriate, systematic, and transparent process for the management of client refunds.

## SCOPE

The following policy and procedure covers the refunding of fees payable for training services provided within Benchmark College's scope of registration. The policy should be read in conjunction with the Fees and Charges Policy and Procedure. The following refund policy is in line with the NSW Smart and Skilled information on fees, refunds, and withdrawals.

## RELEVANT STANDARDS AND GUIDELINES

- Standards for Registered Training Organisations (RTOs) 2015 – 5.3, 5.4, 7.2 and 7.3.
- Smart and Skilled Contract Terms and Conditions (current)
- Smart and Skilled Fee Administration Policy (current)
- Smart and Skilled: Prices, fees and subsidies (current)
- VET Student Loans Act 2016
- VET Student Loans Rules 2016
- VET Student Loans (Courses and Loan Caps) Determination 2016
- VET Student Loans (Charges) Regulations 2017

## RELATED DOCUMENTS

- Fees and Charges Policy
- Complaints and Appeals Policy and Procedures
- VET Student Loans Withdrawal and Cancellation Policy and Procedures
- VET Student Loans Fees Procedures
- VET Student Loans Application, Enrolment & Engagement Procedures
- VET Student Loans Student Entry Procedure
- Refund Request Form
- Withdrawal / Deferment Form

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## DEFINITIONS

Cancellation	A process by which the student makes a decision not to proceed with training before training has commenced.
Census date	<p>The census date is the last day a student can submit their Request for Commonwealth assistance form (to access a Commonwealth supported place or a HELP loan) or withdraw their enrolment without incurring the fees or a HELP debt. If students do not submit their form by the census date, they will not be eligible to access a HELP loan for that study period.</p> <p>The census date must be at least 20% of the way through the study period for that unit (<a href="http://studyassist.gov.au">http://studyassist.gov.au</a>).</p>
Credit Transfer	Credit transfer is a process that provides credit for a unit/s of competency previously achieved <sup>1</sup> .
Commencement	The term “commencement” in this policy refers to the first day of the first program attended by the student, including initial induction visit.
Deferment	Students defer their studies by either delaying commencement or taking time out before completing their course. These students stay with the same RTO throughout this period.
Refund	Process by which monies are returned to the payee for services not conducted.
Recognition of Prior Learning	Recognition of Prior Learning (RPL) means an assessment process that assesses the competency/s of an individual that may have been acquired through formal, non-formal and informal learning to determine the extent to which that individual meets the requirements specified in the training package or VET accredited courses <sup>2</sup> .
Withdrawal	A process by which the student, who has commenced training, makes a decision to cease training.
VET Student Loans	VET Student Loans program had replaced the VET FEE-HELP scheme, to give eligible students access to quality higher level VET qualifications, particularly those students who could not otherwise afford to pay upfront. There are specific criteria students must meet to be eligible for a loan through VET Student Loans.
VET Units of Study	A VET unit of study may contain one, more than one, or part of one (or more) units of competency <sup>3</sup> .

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<sup>1</sup> [http://www.boardofstudies.nsw.edu.au/voc\\_ed/rpl.html](http://www.boardofstudies.nsw.edu.au/voc_ed/rpl.html) viewed on 2 Feb 2015

<sup>2</sup> Standards for Registered Training Organisations (RTOs) 2015

<sup>3</sup> VET Administration Information for Providers, Department of Industry, Innovation, Climate Change, Science, Research and Tertiary Education

## POLICY

Details concerning the Benchmark College Refund Policy and Procedures are made available to prospective students and employers prior to enrolment and are available on the Benchmark College website.

### 1. When a refund may be given

A refund of all or part of fees may be granted in the following circumstances:

- Student or Employer has overpaid the advertised course fee or concession fee
- A course has been postponed or cancelled by the college
- In the unlikely event that the RTO closes or loses the relevant Government Contract
- Student formally advises the college, before the commencement of training and with no attendance or participation having taken place, that they no longer wish to undertake the course. In this instance, a full refund of monies paid for the course will be issued.
- If the student withdraws from a qualification but has completed all the requirements for a lower level qualification (which attracts a lower student fee), students will be refunded the difference in fees (providing the fees have been paid in full).
- When a student withdraws and has paid more than the progress the student has made in the course. In this instance, a partial refund will be issued based on course progression.
- The Management team are of the opinion that the student would be unreasonably disadvantaged if a refund did not occur.

It is the discretion of the College Management to approve refunds in the event of extenuating and/or personal circumstances, in line with contract requirements. In this event, the student may be offered a credit toward another course.

A deferment of enrolment may be granted in the following circumstances:

- Extended hospitalisation or illness (minimum 2 weeks) or vacation resulting in extended absence from classes supported by a medical certificate, where applicable
- Pregnancy/Childbirth (other than in cases of medical complication covered by the above).
- Serious unexpected incidents that would disadvantage the student from continuing their enrolment.
- A traineeship/ workplace-based student has ceased their employment with one employer but intends to obtain employment within the same field of work and continue their studies with Benchmark College (if requested).
- A classroom-based student wishes to withdraw from the current enrolled class and attend another course (of the same qualification) with Benchmark College.
- The Management team are of the opinion that the student would be unreasonably disadvantaged if a deferment did not occur.

Students who defer from subsidised training are only permitted a deferral of no more than six (6) months from the date of receipt of written notice (using the Withdrawal, Deferment and Suspension form) and the relevant Department suspension of training form where applicable.

## 1.1 Requesting a Refund (excluding VET Student Loans)

To request a refund students are required to complete the [Refund Request Form](#), found either on Benchmark College's website or in writing and submit to the Finance Manager for consideration and approval. Alternatively, students can also request a refund by contacting Benchmark College's Finance Manager.

Finance Manager

Email accounts@benchmark.edu.au

Telephone 1800 286 916

The Finance Manager

Benchmark College

PO Box 4098 Penrith NSW 2750

Approvals for refunds are at the discretion of College Management and may be negotiated on an individual case-by-case basis. In some situations, an agreement may be made with College Management for a reduction in the fees to be paid.

Students will be notified in writing of the outcome of their application within 14 working days of their application receipt. For those students granted a refund, money will be transferred to the Nominated Card on which the original payment was made or bank account, within 30 calendar days.

If Benchmark College is unable to refund money back to the original Nominated Card, a refund may be processed to the same Cardholder as on the original Nominated Card.

If none of the above conditions can be met Benchmark College may process the refund using an alternate means but this will occur under strict conditions.

Outcomes of refund requests are documented in the Student Management System and in the relevant accounting database. A copy of the Refund Request Form and payment details is kept with the Accounts Department until archived.

## 1.2 Smart and Skilled

### Fee Adjustments

Smart and Skilled Fee Adjustments may occur after the student has been invoiced and there are adjustments made to fees due to a change in a student's eligibility, part qualifications, recognition of prior learning and/ or credit transfer.

### Transfers

Where a student decides to transfer, of their own accord, to another provider and away from Benchmark College, they may not be entitled to a refund of any or all of their student fees, based on the progress of training and assessment made. The student should also be aware that depending on the circumstances, they may end up contributing more towards the cost of their training.

## 2. When a full refund is not given (excluding VET Student Loans)

A full refund is not given in the following circumstances:

- After training has commenced and/ or attendance has occurred and/ or learning resources have been distributed, the first 20% of the student fee paid is retained to cover administration and induction costs.
- On the progress the student has made in the course (above the first 20% of the student fee paid)

## **2.1 Withdrawal from a Commercial or Government Subsidised Course (excluding VET Student Loans)**

On withdrawal from a commercial or government subsidised course, the refund amount is determined as follows;

- Notification of withdrawal prior to course commencement by the student (withdrawal with no penalty), monies to be refunded in full.
- Withdrawal after training has commenced – Student is not entitled to a refund.

## **2.2 Withdrawal from Traineeships (excluding VET Student Loans)**

If a student has withdrawn from a traineeship the amount of the refund will be determined as follows;

- If no visit with a Benchmark College representative has taken place and/or no training resources issued, and training did not commence the trainee is entitled to a full refund of the student fee paid.
- If one or more visits have taken place and/or training resources issued, the refund applicable will depend on the amount of training and/ or assessment undertaken. Depending on the amount paid, the trainee may be entitled to a partial refund.

## **3. Recognition of Prior Learning and Credit Transfer (excluding VET Student Loans)**

Applicants are entitled to a partial refund of fees (where necessary) where recognition of prior learning (RPL) and/or Credit Transfer has been granted after course fees have been paid. This will be reviewed on a case-by-case basis and determined by the number of units the student will receive CT and/ or RPL for.

## **4. FEE HELP enabled courses (VET Student Loans)**

Students who have accessed VET Student Loan to cover all or part of their tuition fees incur the liability and therefore the debt for the tuition fees after the census date. In the event of a student withdrawing from a VET unit of study prior to the end of the census date<sup>4</sup> for that unit of study, and where the student has paid their fees upfront;

- Any tuition fees paid on or before the census date for that unit will be fully refunded to the student; and
- The student will not incur a VET Student Loan debt
- Refunds are automatic, no application is required
- Refunds will be made within 28 days of the census date of the VET unit of study to which the withdrawal applies.

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<sup>4</sup> A census date that is no earlier than 20% of the way through a VET unit of student will be set by Benchmark College for each VET unit of study. Benchmark College will ensure that all students are informed of the census date for each VET unit of study in the manner and by the date prescribed in the VET Administration Guidelines.

#### 4.1 Re-crediting and remission

Students may need to withdraw from their studies after the census date or may have been unable to complete their studies due to special circumstances. In the event of a student withdrawing from a VET unit of study after the end of the census date for that unit of study:

- No refund is applicable; and/or the student will incur a VET Student Loan debt.
- Special Circumstances: A student who withdraws after the census may apply for special consideration in line with the student review procedures for re-crediting a FEE-HELP balance
- Unacceptable Conduct: in relation to their application for a VET Student Loan may be able to apply to have the HELP debt cancelled.

Refer to sections 4.2 – 4.6 for more information.

#### 4.2 Advising people of the process

Students are advised in pre-enrolment information, student handbook and in relevant policies and procedures that they are able to withdraw from a VET unit of study after the census date by applying in writing to College Management for a re-credit of their FEE-HELP balance.

#### 4.3 Applying for a re-credit and remission

##### 4.3.1 Special Circumstances

Students may apply in writing to College Management to have their VET Student Loan balance re-credited and HELP debt remitted (with an amount equal to the amounts of VET Student Loan that the person received for the unit of study) under special circumstances that;

- Are beyond the persons control. and
- Do not make their full impact on the person until on or after the census date for the unit of study in question, and
- Make it impracticable for the person to complete the requirements for the unit in the period during which the person undertook or was to undertake the unit.

Where a student is applying for the re-credit of their VET Student Loan balance the person's application should include any independent supporting documents, for example a letter from the person's doctor or counsellor, to support the persons claims.

##### 4.3.2 Unacceptable or unconscionable Conduct

Students who find themselves with a HELP debt due to unacceptable/unconscionable conduct in relation to their application for a VET Student Loan may be able to apply to have the HELP debt cancelled.

Examples of unacceptable conduct include, but are not limited to, misleading or deceptive conduct; advertising tuition fees for the course where there are reasonable grounds for believing that the provider will not be able to provide the course for those fees; the use of physical force, or harassment or coercion in connection with the application or enrolment in the course.

Students will need to apply to the department and provide details of what led to the debt being raised and any correspondence or paperwork received about their study and debt. A student has five years from the census day for the course or part of the course concerned to apply for a re-credit of their FEE-HELP balance based on unacceptable conduct by the College.

To find out more information about unacceptable conduct remissions, visit the Complaints and Grievances webpage at [www.studyassist.gov.au](http://www.studyassist.gov.au).

#### 4.3.3 Completed Units of Study

A person cannot apply for a re-credit or a remission if they have successfully completed the VET unit of study.

#### 4.4 Student Review Procedures for Re-Crediting a FEE-HELP Balance

Students may make an application to have their FEE-HELP balance re-credited within 12 months of the withdrawal date for a unit or, if the student has not withdrawn, within 12 months of the end of the period in which the unit was to be undertaken. In circumstances where it was not possible for a student to apply for their VET Student Loan balance to be re-credited and HELP debt remitted the 12-month application period may be extended to 36 months.

#### 4.5 Notification

A decision regarding re-crediting a person's FEE-HELP balance is made within a period of 10 working days of application. Once a decision has been determined the student is notified in writing of the outcome of their application and the rationale for that decision. The student is informed in this letter;

- of their rights for a review of the decision if the person is unsatisfied with the outcome at this time and;
- the time limit (28 days) to apply for a review of that decision from the date the person first received the notice of the decision.

Where a decision results in the re-crediting of a person's FEE-HELP balance, the remission of a person's HELP debt, and/or refund of a person's upfront payment, Benchmark College will notify the department through the Revisions File. Benchmark College will then repay to the Commonwealth any amounts of VET FEE-HELP received from the Commonwealth on the persons behalf. Where a student has paid the fees upfront the student will be reimbursed within a 14-day period.

#### 4.6 Reviewable VET Decisions.

Decisions regarding re-crediting a person's FEE-HELP balance are reviewable. A review decision may be requested by the person affected by the original decision to the Chief Executive Officer. The persons request must be made in writing and given to the review officer (Chief Executive Officer) within 28 days from the day the person first received notice of the original decision.

The Chief Executive Officer (Review Officer) must;

- Reconsider the decision and either:
  - Confirm the decision
  - Vary the decision; or
  - Set the decision aside and substitute a new decision.
- Notify the person in writing of the decision; and if applicable of the day the decision takes effect; and
- The reasons for making the decision
- Advise the person of their right to appeal to the Administrative Appeals Tribunal (AAT) for a review of the reviewers decision if the person is unsatisfied with the outcome; and
- Provide the applicant with the contact details and address of the nearest AAT registry and the approximate costs of lodging and appeal.

#### 4.7 Benchmark College cancelling enrolment after the census date

In the unlikely event that Benchmark College needs to cancel a student's enrolment after the census date, the following procedures take place:

- The student concerned is informed of a proposed cancellation
- The student will be provided with at least 28 days to initiate grievance procedures before the cancellation takes final effect
- Any grievance initiated by the student has been completed before the cancellation takes final effect
- In the event of Benchmark College cancelling a student after the census date the following circumstances applies in which tuition fees for the course will or will not be refunded:
  - Where a student has completed a VET unit of study, the student will not receive a refund but will receive a statement of attainment
  - Where a student has commenced but not completed a VET unit of study, the student will be refunded any tuition fees paid and will not incur a VET Student Loan of debt for those VET unit of studies not completed.
  - Refunds are automatic, no application is required
  - Refunds will be made within 28 days of the cancellation date of the VET unit of study to which the cancellation applies

#### 5. General Principles (excluding VET Student Loans)

- Benchmark College has a responsibility to protect the fees paid by students, in advance of the training and assessment services being delivered.
- The term “commencement” in this policy refers to the first day of the first program attended by the client or induction (per definitions).
- Fees can be paid in full prior to the commencement of training where the total amount invoiced does not exceed \$1,500. The minimum amount required to be paid before training can commence is 20%, up to a maximum amount of \$1,500. The balance of the invoice can then be paid off through a payment arrangement throughout the duration of the course. A student's training may be placed on hold throughout their program if the payment arrangement is not maintained.
- If a student wishes to transfer to another Benchmark College course, notice is to be provided no less than seven (7) business days prior to commencement of the course. Transfer must occur within three (3) months of the date of notice (course prices are subject to change).
- If students wish to cancel a course booking, notice is to be provided no less than seven (7) business days prior to commencement of the course.
- If a student commences a course, but does not complete the course, a proportion of the course fee is still payable, based on the amount of training delivered/ assessed. Refunds may be considered on a pro-rata basis for participants who fall ill or are injured to the extent that they can no longer undertake the course, providing a supporting Medical Certificate is supplied. Students who wish to finalise incomplete units of competency in a future course, may request for the original fee to be used as a credit towards that course within six (6) months of initial payment.

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## 6. Complaints and appeals

In the event that the student is unhappy with the outcome of their application for a refund, the student is encouraged to contact College Management to discuss the situation. The Complaints and Appeals Policy and Procedures addresses Benchmark College's formal, systematic approach to complaints handling, providing a mechanism for lodging and ensuring a prompt, objective resolution of any complaints and/or assessments appeals. The existence of this policy and complaints and appeals processes does not stop students taking action under Australia's consumer protection laws.

The [Complaints and Appeals Policy and Procedure](#) can be viewed on the Benchmark College website.

There are no fees for VET Student Loan students on internal or external complaints or appeals dispute resolution procedures.

**PROCEDURE (EXCLUDING RE-CREDITING VET Student Loans)**

