

## FEE ADMINISTRATION AND REFUND POLICY

### RELEVANT STANDARD(S):

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| <p><a href="#">Standards for Registered Training Organisations (RTOs) 2015</a></p> | <p><b>Standard 5   Chapter 2 - Enrolment</b></p> <ul style="list-style-type: none"> <li>- Clause 5.1-5.4</li> </ul> <p><b>Standard 7   Chapter 2 - Enrolment</b></p> <ul style="list-style-type: none"> <li>- Clause 7.3</li> </ul> |
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### PURPOSE

Bright Square Pty Ltd adheres to the relevant compliance and legislative frameworks such as the Standards for Registered Training Organisations (SRTOs 2015). As such, Bright Square Pty Ltd will provide transparency in the application and administration of fees and charges including refund and will put in place a fair and reasonable refund process according to Australia's consumer protection laws.

The purpose of this policy is to provide for the appropriate application and administration of fees and handling of client refunds.

### POLICY PRINCIPLES

Bright Square Pty Ltd implements fair and reasonable refund practices and transparent process for fee application and administration. Bright Square Pty Ltd will ensure that:

1. prospective students are aware of its fee policies in order to make informed decisions about enrolment in a course;
2. its fee and refund policy is prominent and accessible to its staff, prospective students, and existing students;
3. it implements and maintains a process for fair and reasonable refund and fees paid; and
4. it provides refunds for fees and charges paid by clients, where training and assessment activities have not been delivered

### Fee Administration Policy Principles

#### Fee Information

1. Bright Square Pty Ltd will inform its prospective students and employers (if applicable) of the full and accurate course fees associated with the training and the refund policy before enrolment.
2. Bright Square Pty Ltd will ensure that the fee and refund policy is accessible to its staff, prospective students and existing students. The fee information will include but will not be limited to the following information:
  - a. Breakdown of the course fee (if any)
  - b. Fee and Refund policy

- c. Incidental fees
  - d. Compulsory fees
  - e. Additional charges or co-contributions
  - f. Methods of fee collection
  - g. Process for recovery of outstanding student fees
3. For any incidental fees that may be applicable, Bright Square Pty Ltd will inform the prospective student before enrolling that such fees are a charge for an essential good or service and that the student has a choice of acquiring this from a supplier other than Bright Square Pty Ltd.

### ***Fee Administration***

1. Bright Square Pty Ltd will only charge fees for accredited training in accordance with the fee information published and provided to the prospective student and the Fee Administration and Refund policy.
2. Bright Square Pty Ltd will retain accurate course fee payment, waiver, exemption or refund record for each student.
3. Bright Square Pty Ltd will require payment prior commencement of training as well as pre-payment plans for students.
4. Bright Square Pty Ltd will apply standard student fees for Fee-for-Service (FFS) students.
5. Bright Square Pty Ltd will allow participant course fees to be paid on behalf of the student by their employer or another third party (if applicable).
6. Bright Square Pty Ltd will maintain arrangements for the protection of any fees paid in advance in accordance with 7.3 of the Standards for RTOs.

### ***Fee Payment Arrangements***

1. Bright Square Pty Ltd ensures that its financial practices promote the protection of fees (paid in advance and exceeding \$1,500) made by any student. Bright Square Pty Ltd will only adhere to the accepted fee protection measure to protect fees in excess of the threshold fee amount of \$1,500 as stated in Schedule 6 of the Standards for RTOs.
2. Bright Square Pty Ltd implements a fee payment plan and will only collect upon enrolment a non-refundable enrolment administration fee of 25% of the full course fee payable (non-discounted) or a minimum of \$250 (whichever is greater) included in the first instalment of the tuition fee.
3. Tuition fees are broken into instalment payment plans to ensure students do not pre-pay fees over \$1,500. Schedule of the payment plans are outlined in the student enrolment forms.
4. Fees must be paid in full before certification will be issued.

5. If payment instalment/arrangements are in place, and a payment becomes overdue and remains unpaid for a period in excess of 14 days, Bright Square Pty Ltd reserves the right to suspend the student's learning or assessments (or both) until all fee payments are up to date.
6. Flexible payment arrangements, such as instalments, credit card, and direct debit, cheques and EFT remittance are acceptable to accommodate the diverse financial situations of clients.

### ***Outstanding Student Fees***

1. Non-payment of fees by the due date for continuing enrolments will result in suspension of training. Bright Square Pty Ltd will notify all parties in writing if suspension. Once payment has been finalised, parties will be notified of the recommencement of training.
2. Bright Square Pty Ltd will charge a recommencement fee for any suspended training to cover administration costs.
3. Bright Square Pty Ltd will not issue SOAs or Certificates if training fees are outstanding.
4. Bright Square Pty Ltd will inform students of its process for the recovery of outstanding student fees prior to enrolment through the Fee Administration and Refund Policy.

### **Refund Policy Principles**

1. Details of Bright Square Pty Ltd Refund Policy are publicly available to prospective students and employers (if applicable), staff and existing students and employers (if applicable).
2. Bright Square Pty Ltd will make students aware of the refund policy prior enrolment.
3. With regard to all withdrawal of training, Bright Square Pty Ltd will first encourage a client to continue training or provide other options such as enrolling to another course date, prior to processing refund applications.
4. All refund requests must be done in writing via the **Refund Request Form**. Bright Square Pty Ltd will only acknowledge and review requests based on information provided through the form. Exemptions are made to mitigating circumstances, provided there is supporting evidence.
5. No refunds will be issued for cancellations outside of the Refund Period.
6. For refund applications within the Refund Period, the Refund Request Form must be received by Bright Square Pty Ltd within the Refund Period. A refund of the course fee, less the applicable Administrative Fees, will only be issued if all above criteria have been met and the student has no previous outstanding monies with the Bright Square Pty Ltd.
7. Bright Square Pty Ltd requires written notification of withdrawal from training; this may be via letter, email or the completion of the **Withdrawal from Training Form**. Refund will be assessed upon receipt of the request. Statement of fees that includes all fees applied and any fees refunded (if applicable) will be provided where a student withdraws from training.

8. Bright Square Pty Ltd will process refund requests within 1 week from the day of receipt. The reimbursement procedure for approved refunds may take up to 4 weeks.
9. A non-refundable administration fee of 25% of the full course fee payable (non-discounted) or a minimum of \$250 (whichever is greater) will be subtracted from any refund granted under the terms and conditions outlined in this policy.
10. All refunds will be paid to the person or organisation that originally paid the fees.
11. Bright Square Pty Ltd does not provide refund where:
  - a. A client has commenced their course/unit
  - b. There are changes to work hours
  - c. Moving interstate
  - d. Student leaves before full course completion and does not complete qualification after assessment
  - e. Recognition resources and services have been supplied to the client.
12. Bright Square Pty Ltd may provide consideration for refund for students who have commenced training with the discretion of the CEO/ Administration Manager.
13. Bright Square Pty Ltd does not accept liability for loss or damage suffered in the event of withdrawal from a course by a client.
14. Bright Square Pty Ltd provides a full refund to all clients, should there be a need for Bright Square Pty Ltd to cancel a course. In the first instance Bright Square Pty Ltd will (where possible) provide an opportunity for the client to attend another scheduled course. If Bright Square Pty Ltd cancels a course, clients do not have to apply for a refund; Bright Square Pty Ltd will process the refunds automatically.
15. Refunds for cancellation of enrolments and other conditions are granted based on the refunds table in the annex of this policy.

#### **MONITORING AND IMPROVEMENT**

The Bright Square Pty Ltd Administration Manager is responsible for ensuring compliance with this policy. The Administration Team of Bright Square Pty Ltd will process refund requests.

Bright Square Pty Ltd's CEO and/or Administration Coordinator is responsible for all continuous improvement processes in relation to the fee administration and refund policy and procedure and ensuring all staff, including those from the third-party providers are complying with the provisions of this policy.

**Annex**
**Bright Square Pty Ltd Refunds Table**

1. Bright Square Pty Ltd Refunds for enrolments are subject to the following refund formula.
2. "Refund Period" – **7 calendar days** before the first face to face session.

| Refund Type  | Description   | Notification Requirements                        | Non-refundable fee  | Refund  |
|--|---|--|---|---|
| Enrolment cancellation / withdrawal from training within the "refund period"             | - For all individual units NOT commenced and<br>- For all individual units commenced                        | - In writing, within the refund period           | 25% of the full course fee payable (non-discounted) or a minimum of <b>\$250</b> (whichever is greater) administration and processing fee | - Full refund less the administration and processing fee<br>- Future payments maybe cancelled for students under payment plans      |
| Withdrawal from Course beyond the refund period / "Withdrawal outside the refund period" | Withdrawal from Training - for all individual units commenced / attended / completed from within the course | - In writing, any day beyond the "refund period" | 25% of the full course fee payable (non-discounted) or a minimum of <b>\$250</b> (whichever is greater) administration and processing fee | - No refund or<br>- In some cases, upon the discretion of the RTO, the calculated refund less the administration and processing fee |
| RPL / Credit Transfer  | Where recognition of prior learning and/or credit transfer has been <b>granted</b> after enrolment          | N/A  | N/A   | No refund   |
| Course Cancellation  | Cancellation of a course by the RTO (for any reason)  | N/A  | N/A   | Full refund <b>or</b> enrolment to a different qualification  |
| Withdrawal – "not of their own accord"   | Where training ceased due to RTO closure  | N/A  | 25% of the full course fee payable (non-  | Full refund or referral to a  |

| Refund Type | Description | Notification Requirements | Non-refundable fee  | Refund                     |
|-------------|-------------|---------------------------|---|----------------------------|
|             |             |                           | discounted) or a minimum of <b>\$250</b> (whichever is greater) administration and processing fee | different service provider |

**VERSION CONTROL**

| Version Control Table |                          |                  |         |                        |                  |
|-----------------------|--------------------------|------------------|---------|------------------------|------------------|
| Date                  | Summary of Modifications | Modified by      | Version | Date of Implementation | Next Review Date |
| 13/01/24              | Document creation        | 360RTO Solutions | v. 1.0  | 20/06/24               | 19/06/25         |

**RTO INFORMATION**

|                  |   |
|------------------|---|
| Document Name    | Fee Administration and Refund Policy v1.0 |
| RTO/Company Name | Bright Square Pty Ltd                     |
| RTO Code         | 46213                                     |
| Manager          | Administration Manager                    |