

## **MTC Fees, Charges, Waiver, Deferred Payment and Refund Policy**

### **Policy Statement**

Meerilinga is a not for profit organisation and as such provides a fair, equitable and transparent approach to determining and administering fees, charges, waivers, deferred payments, refunds and fee protection to all learners and clients in accordance with the [Vocational Education and Training Act 1996](#) and [Vocational Education and Training \(General\) Regulations 2009](#).

This Policy sets out the statutory and provider based fees and charges that apply to Meerilinga Training College.

This Policy should be read in conjunction with and may be determined by:

- Department of Training and Workplace Development (DTWD), Vocational Education and Training (VET) [Fees and Charges Policy](#) and the [Business Rules](#) for each calendar year
- [Standards for Registered Training Organisations \(RTOs\) 2015](#)
- Budget
- Determination of an authorised officer by a reasonable process (to determine waiver, payment plan or deferred payment).
- Associated Policies of the organisation.

### **Policy Purpose**

The purpose of this Policy is to ensure that Meerilinga Training College appropriately and fairly determines and administers learner fees across a variety of funding arrangements.

This Policy applies to fees, charges, waivers, payment plans, deferred payments, refunds and fee protection applicable to learners and clients undertaking a Government Funded Training Contract, a Fee for Service arrangement or a Partner Agreement.

The [Standards for Registered Training Organisations \(RTO's\) 2015](#) state:

*Standard 5. Each learner is properly informed and protected*

*5.3 Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:*

- a) All relevant fee information including:
  - i) fees that must be paid to the RTO; and*
  - ii) payment terms and conditions including deposits and refunds;**
- b) The learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies;*

- c) *The learner’s right to obtain a refund for services not provided by the RTO in the event the:*
- i) *arrangement is terminated early; or*
  - ii) *the RTO fails to provide the agreed services.*

*Standard 7. The RTO has effective governance and administration arrangements in place.*

*7.3. Where the RTO requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), the RTO must meet the requirements set out in the Requirements for Fee Protection in Schedule 6.*

**Scope**

This policy applies to the Board of Governors, Executive, all workers, customer, clients, learners and those employed on a fee for service or contract basis while conducting Meerilinga business.

**Exclusions**

Children and Community Services, and Parenting Services

**Policy Review**

At least annually or from time to time when the organisation makes changes to this policy to improve the effectiveness of its operations.

<b>Policy Reviewed</b>	8 April 2024	<b>By</b>	Advisor Policy and Compliance
<b>Approved By</b>	Manager Finance and Operations		
<b>Previous Review</b>	26 February 2024		

**Implementation**

Fees will be published and charged in accordance with relevant contractual and/or legislative requirements, guidelines set by the Executive, Manager Finance and Operations, and approved by the Board of Governors.

Written information relating to the fees, charges, refunds and waivers for services will be provided to learners prior to any agreement to participate is reached.

The collection, storage, banking and reconciliation of fees, charges, refunds and waivers will be carried out in accordance with the written fees, charges, refunds and waivers handling processes.

The applicable fees will be collected at commencement of learner participation. Payment plans or waiver must be in place prior the date of fees being due.

Should a client be having difficulty paying fees as due, they should contact the Manager Finance and Administration prior the due date to discuss an alternate payment structure.

Requests for refunds must be made in writing to the Executive. Consideration to waive these guidelines will be given in exceptional unforeseen circumstances at the discretion of the Chief Executive Officer.

Meerilinga will ensure and approve its financial capacity to refund client fees in accordance with contractual and/or legislative requirements.

Requests for waiver, concession, and deferred payment plans must be made on the prescribed application form.

## **Addendum Approved Schedule of Fees and Charges**

The Approved Schedule of Fees and Charges outlines all fees that may be charged by Meerilinga for products and services or other engagement with Meerilinga in the current year. This document is published annually with the authority of the Chief Executive Officer (CEO).

### **1. Authorities**

#### **1.1 Authorised Officer**

Only fees that have been approved by the Chief Executive Officer (or nominated delegate) can be charged to learners. Fees not approved, cannot be charged or collected. The Chief Executive Officer is the Authorised (approving) Officer for Fee Waiver Applications.

Fees listed in this document are invoiced and collected through the Finance Department.

#### **1.2 Authority to Approve Deferred Payment Plan**

The Manager Finance and Operations or delegate may approve a deferred payment plan as mutually acceptable to both parties. The plan **must** be documented and final payment must not exceed the duration study.

An application on the prescribed form addressed to the Authorised Officer (CEO) is required by the applicant. The written statement should outline what the individual / organisation can afford to pay towards the fees.

#### **1.3 Authority to Waiver due to Severe Financial Hardship**

The Executive may approve Fee Waiver Applications due to Severe Financial Hardship and determined on an Individual basis, taking into account all circumstances.

Financial hardship involves an inability of the individual to pay for their essential living needs or those of their dependents, rather than an unwillingness to do so. Customer hardship can arise from a variety of situations. Hardship can be either of limited duration or long term.

Severe financial hardship will be decided on an individual and organisational basis for the purpose of:

- Waiving any Meerilinga Fees
- Writing-off a debt to Meerilinga
- Making a decision about reducing or suspending the collection of fees

### **2. Fees and Charges**

This policy should be read in conjunction with the [Standards for Registered Training Organisations \(RTOs\) 2015](#), [DTWD Business Rules and VET Fees and Charges Policy](#) for each calendar year and associated [Meerilinga Policies](#).

#### **2.1 Course Fees**

Fees for each Meerilinga course, including publicly funded and fee for service are published in [Training and Education](#) on the Meerilinga website.

Learners enrolling in a publicly funded courses are charged according to the same fee structure regardless of mode of delivery, including:

- Local, face to face in classroom
- Virtual classroom
- Workplace learning
- Self-paced - scheduled and unscheduled
- Blended learning

Student tuition fees are indicative only and are subject to change given individual circumstances at enrolment. Additional fees may apply for student services, resource fees and incidental charges may be incurred through the course of study.

The course fee is the sum of fees for all units that a student enrolls in. An hourly rate based on nominal hours will apply to each unit commenced and the rate applicable is determined by course category, there are six categories of courses. Nominal Hours do not represent the hours of training or instruction.

Table 1: Course fees for 2024 [DTWD VET Fees and Charges Policy](#)

CATEGORY OF ENROLMENT	FEE RATE PER NOMINAL HOUR
<b>Non-concession student</b>	
Category 1 - Diploma and Advanced Diploma courses*	\$5.79
Category 2 - Apprenticeships, traineeships**and priority industry qualifications (up to Certificate IV)	\$3.25
Category 3 - General industry training (up to Certificate IV)	\$4.88
Category 4 - Foundation skills and equity courses	\$0.21
Category 5 - Targeted fee relief courses	\$1.62
Category 6 - Fee-free courses	\$0.00
<b>Concession student</b>	
Category 1 - Concession-eligible Diploma and Advanced Diploma courses***	\$1.74
Category 2 - Apprenticeships, traineeships**and priority industry qualifications (up to Certificate IV)	\$0.97
Category 3 - General industry training (up to Certificate IV)	\$1.47
Category 4 - Foundation skills and equity courses	\$0.21
Category 5 - Targeted fee relief courses	\$0.48
Category 6 - Fee-free courses	\$0.00

\* Excludes Diploma and Advanced Diploma qualifications that are targeted fee relief, equity, or FEE- FREE courses.

\*\* Excludes existing worker traineeships, targeted fee relief, equity, or FEE-FREE apprenticeships and traineeships.

\*\*\* Refer to the policy section of the Department's website for a list of qualifications for 2024.

Publicly funded [Lower Fees Local Skills](#) have annual fee caps which may apply.

A ready reference to the student fee rates and fee caps by student cohort is provided at Attachment A [DTWD VET Fees and Charges Policy](#).

### **2.1.1 Eligibility**

Learners primary place of residence is Western Australia and are:

- An Australian citizen; or
- A permanent visa holder; or
- A holder of visa subclass 309, 444, 785, 790, 820; or
- A secondary holder of a temporary visa of sub-class 457 or 482 visa; or
- A Bridging Visa E holder (subclasses 050 and 051) where the visa holder has made a valid application for a visa of subclass 785 or 790;
- A Ukraine citizens who are holders of a visa sub-class 449 or 786;
- An Afghan citizens who are holders of a visa sub-class 449; and
- A holder of a bridging visa who are eligible to work, and who have made a valid application for a subclass 866.

### **2.1.2 Concession on Courses**

Eligibility for the concession rate on course fees is determined at the time of enrolment.

The following students are entitled to the concession rate on course fees.

- Persons and dependants of persons holding a:
  - Pensioner Concession Card;
  - Repatriation Health Benefits Card issued by the Department of Veterans' Affairs; or
  - Health Care Card.
- Persons and dependants of persons in receipt of services from the following Commonwealth support or employment services programs:
  - Workforce Australia; or
  - ParentsNext.
- Persons and dependants of persons in receipt of AUSTUDY or ABSTUDY.
- Persons and dependants of persons in receipt of the Youth Allowance.
- Persons and dependants of persons who are inmates of a custodial institution.
- Secondary school-aged persons, not enrolled at school, who have reached 15 years of age but have not reached the end of the calendar year in which their compulsory education period expires, as defined in the School Education Act 1999.  
In 2024, these persons will be born on or after 1 July 2006.

Concession must be valid for the full enrolment period to receive the full concession rate. Units commenced after concession expiry will attract non-concession rates. Please note change in concession eligibility for 25 years plus will affect course fee caps.

### **2.1.3 Existing Worker Trainees**

Funded existing worker trainees at any qualification level are charged at the Category 1 fee rate per nominal hour, except in select targeted fee relief courses, where they are charged at the Category 5 fee rate per nominal hour up to the maximum course fee caps.

Existing worker trainees are only eligible for fee concessions in select targeted fee relief courses and courses specified on the concession eligible Diploma and Advanced Diploma list.

Targeted fee relief courses and concession eligible Diploma list are available in the VET Fees and Charges policy section of the [DTWD website](#).

### **2.1.4 Recognition of Prior Learning**

Where units are eligible for Recognition of Prior Learning a charge of \$100 per unit will apply.

### **2.1.5 Credit Transfer**

Units eligible for Credit Transfer are free of charge.

### **2.1.6 Resource Fees**

Tuition Fees do not include the cost of recommended reading materials, these are purchased separately by the learner.

### **2.1.7 Additional Costs**

It is a condition of enrolment that learners obtain the following at their own expense prior to Unit 1 census date:

- Certificate of Health, stating physically and mentally fit for the provision of childcare
- A Working with Children Check (if 18+ yrs)

### **2.1.8 Re-Issue of Record Fee**

Where request is made to re-issue a record, a charge of \$50.00 will apply eg: certification documentation such as Qualifications and Statements of Attainment.

## **3. Fee Collection and Payment Options**

Learners will be informed, prior to enrolment, the payment in full of course fees is required before the completion of the course and the qualification certificate being issued.

Where fees apply, Fees within each Calendar year will be invoiced upon commencement of the learners first unit. Payment will be determined by the elected option on the learner's enrolment form.

Meerilinga provides learners with a 'pay fees by instalment' fortnightly payment plan, using an automatic payment system linked to a nominated debit or credit card. This allows learners to pay course fees over the agreed time frame. There are no additional fees charged for learners using the fortnightly payment plan.

During the enrolment process, if the learner elects to pay by instalments a personalised Pay Fee By Instalment and Direct Debit Request and Agreement is established outlining a fortnightly payment schedule, based on the learner's training plan. The Pay Fee By Instalment Application form is signed by learner's over 18 years of age, or by their parent/guardian if under 18 years of age.

Signing the agreement acknowledges the learner or payee have read and accepted the Payment Plan terms and conditions, including the following:

- The nominated credit/debit account will be direct debited fortnightly, on the date selected and for the amount detailed in the payment schedule.
- This payment will continue for the number of nominated fortnights as listed, unless I choose to pay the course fees in full.
- If an error has been made in the payment of a Direct Debit, the payee is entitled to a full and immediate refund of the amount paid in error back to the nominated account
- Payment plans may need to be adjusted to align with circumstances such as a change in timetabling, progression in course, mode of study or Credit Transfer units occurs.
- All fees due must be paid in full at course completion, before a qualification is issued.

Seven (7) working days' notice prior to a payment due date applies in the following circumstances:

- Stopping or deferring a payment
- Altering the Direct Debit nominated account details
- Cancelling the Direct Debit arrangement completely

In all circumstances an alternative arrangement approved by Meerilinga will be required to finalise the remainder of the outstanding course fees. To avoid any default, a learner's payment plan will be maintained as per their current signed agreement until a new agreement is in place.

Where a direct debit fails Meerilinga administration will contact the learner to arrange immediate payment and/or update correct payment details.

### **3.1.1 Prepaid Fee Protection**

In accordance with Standard 7, clause 7.3 of the Standards for RTO's , 'Prepaid fees' refers to 'fees collected in advance' and relates to the fees collected before the relevant services have been provided. These include payments made at any time before, during or after the learner enrolls. All learner fees paid in advance are protected until the training and/or assessment has commenced.



To comply with this clause, Meerilinga will not:

- Accept more than \$1000 prior to the commencement of a qualification; or
- Collect more than \$1500 in advance from a learner, following commencement of enrolment

Where a unit or cluster of units exceed \$1000 or \$1500 above, the 'pay fees by instalment' fortnightly payment plan will apply or alternative payment arrangements can be made through the Manager Finance and Operations or delegate.

## 4. Fee Waivers

Department of Training Workforce & Development (DTWD), [Vocational Education and Training \(VET\) Fees and Charges Policy](#) outlines criteria for VET Fee Waivers Attachment C - Fee Waiver Guidelines.

Fee waiver due to severe financial hardship does not apply to the CHC50121 Diploma of Early Childhood Education and Care course.

The assessment of whether an applicant qualifies for a fee waiver is to be made on the basis of their individual circumstances at enrolment and those of any dependent family members.

Subject to the exceptional circumstances outlined below, a fee waiver cannot be given unless ALL of the following criteria are met.

Criteria for Severe Financial Hardship - VET Fees & Charges Policy (effective 1 January 2024)		
1. The student's income must not exceed the Services Australia income thresholds for the low income health care card, as outlined below:		
<b>STATUS</b>	<b>Weekly Income</b>	<b>Total income in the eight - week period prior to applying</b>
Single no children	\$757	\$6,056
Couple combined, no children	\$1,295	\$10,360
Single, one dependent child	\$1,295	\$10,360
Couple combined, one child	\$1,329	\$10,632
For each additional child add	\$34	\$272
2. The student does not have the disposable income to pay the fees via instalments without compromising their ability to meet their basic living needs or those of their dependents		
3. There is no basis for concluding that the student's financial circumstances are likely to change within a reasonable period (e.g., 12 months).		
<p><b>NOTE:</b> The student must provide relevant supporting documentation to evidence their claim, including evidence as to their financial circumstances. The nature of the evidence provided will depend on the individual circumstances of the student. Example evidence for assessing income includes pay slips and bank statements. Example evidence for assessing outgoings includes tenancy agreements and utility bills.</p>		

Where these criteria are not met, instalment plans are appropriate and extended payment periods may also be considered.

#### **4.1 Exceptional Circumstances**

Short term hardship or temporary financial difficulty that arises from a sudden change in circumstances does not generally qualify a person for fee waiver consideration. Only in exceptional circumstances should a fee waiver be considered.

The following provides examples of the types of events that may compromise a learner's ability to meet their essential living needs or those of their dependents.

The list is indicative and not exhaustive:

- The learner or family member has a sudden or unexpected health issue or disability.
- Death of a significant wage earner in the family, where the learner had a dependent relationship.
- Relationship breakdown or domestic violence.
- Significant events which are likely to last over the duration of the enrolment period and clearly impact on the learner's capacity to provide themselves or dependents with basic necessities such as food, accommodation, clothing, medical treatment and other basic necessities.

Other:

- Unable to meet their financial obligations because of illness, unemployment or other reasonable cause
- Reduction or loss of pension / government support
- Single parent or carer status with dependents living with them
- Young person (under 25) living independently (with no parental support)
- Long term unemployment /recent loss of job and enrolment for purposes of retraining
- Exceptional expenses (e.g. funeral, pharmaceutical costs or illness)
- Recent migration to Australia and enrolment to establish work purpose plus the current family income and expense

#### **4.2 Application for Severe Financial Hardship**

The applicant needs to establish that severe financial hardship would result (after reasonable expenses are deducted from income) if Meerilinga pursued the recovery of a fee.

Reasonable expenditure includes, but is not limited to: minimum loan repayments, fix operating costs of an organisation, rent, groceries, electricity, insurance, school fees, medical costs, etc.

An application on the prescribed form addressed to the Authorised Officer (CEO) is required by the applicant. The written statement should outline what the individual / organisation can afford to pay towards the fees.

At the sole discretion of the Authorised Officer (CEO) additional, tangible evidence (to that stated in the prescribed application form) of hardship may be requested and could include:

- Documentation such as a statutory declaration from a person/agency familiar with the individuals/organisations circumstances (not for profit agencies, a government agency, family doctor, clergy, bank officer, agencies etc)
- Evidence of the customer having consulted with, and/or being accompanied by a recognised financial counsellor or a booking to see a financial counsellor
- Current bank statements
- Letter from charitable organisation
- Legal documents

Details of the individuals / organisations and grounds for waiving of fees and charges will be retained for audit purposes.

### **4.3 Bad Debt Recovery**

All bad debts are reportable to the CEO. A bad debt write off can only be recommended when all opportunities to recover in full have been applied. Fair and adequate recovery procedures should be in place to manage the collection and recovery of monies.

## **5. Refunds**

Requests for refunds must be made in writing to the CEO accompanied by a completed request for refund form. Refunds are guided by the current fees and charges policies.

### **5.1 Refund of Fees**

Learners that are studying a Unit, Certificate or Diploma can withdraw from a Meerilinga training course:

- If approached and signed up on the spot, learners automatically have a 10-day cooling-off period by law; or
- Prior to the census date, as stated on the learner invoice; and
- Must do so in writing, using the approved [Deferment/Withdrawal Request Form](#) T642.

#### **5.1.1 Full Refund**

A full refund will be given:

- If a service, course/qualification or unit is cancelled by Meerilinga and a mutually acceptable alternative time cannot be found or is unsuitable to the learner.
- If MTC ceases to operate and a learner has not received the service paid for or yet completed or attained a unit of study in which they enrolled.
- A learner is not given a place due to maximum number of places being reached.

- Meerilinga Executive can approve a full refund of fees at any time during the delivery of a class is cancelled because of declining numbers, no available lecturer or due to other circumstances caused by MTC.

Learners who withdraw for reasons other than those outlined above, and who lodge a withdrawal form before the Census Date will be eligible for a full refund of their course fee.

### **5.1.2 Part Refund**

The census/withdrawal date for each unit at no less than 20% of the period the unit is undertaken.

### **5.1.3 Pro-Rata Refunds**

MTC can approve a pro rata refund of fees and charges at any time during the course of delivery if learner withdraw for reasons of personal circumstances beyond their control.

For example:

- Serious illness resulting in extended absence from classes
- Injury or disability that prevents the learner from completing their program of study
- Other exceptional reasons at the discretion of the accountable officer

In all cases, relevant documentary evidence (for example, medical certificate) is required and retained. Details of all refunds will be retained for audit purposes, and the enrolment form annotated to show that a refund has been given.

### **5.1.4 Refunds are not given:**

- a) Where a learner fails to complete assessment tasks / placements and responsibilities
- b) Where a learner defers
- c) Where a learner does not achieve competency at the completion of study
- d) For resources where they are damaged

Learners wishing to withdraw or defer courses must advise in writing their intent to MTC Administration Services. Deferral will be time limited and will incur additional fees. Refer to [Deferment, Assessment Extension and Withdrawal Policy](#)