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## 26. Fees, Charges and Refunds

Haley College undertakes to provide course services as outlined in the Course Fees Agreement.

### 26.1. Fees and Charges

Prior to enrolment, Haley College notifies clients of a range of fee information in a Course Fees Agreement. This fee information includes:

- All fees payable to Haley College, clearly describing all costs involved with the course;
- How and when fees must be paid;
- How to request a refund;
- The conditions under which a refund would be provided; and
- The student's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies.

Haley College publishes all fees and charges. Haley College details its fees and charges including, but not limited to:

- Compulsory fees;
- Additional charges or co-contributions;
- Application process for exemptions and concessions;
- Methods of collection; and
- Refund information.

Where a student is being enrolled under any loan or delayed payment arrangement, the terms of the arrangement are clearly stated, including:

- Any debt that may be incurred;
- When repayment is required;
- Under what conditions; and
- Any associated fees, indexation or interest.

This information forms part of the Course Fees Agreement. Information provided to clients is consistent with Haley College course services arrangements. Haley College ensures all fees and charges related to the provision of training services are outlined to all parties prior to enrolment. Information provided is clear, accurate and sufficient to enable an informed choice.

Haley College fees are designed to minimise the impact of fees and charges, through flexible payment plans, dependent on service type. Haley College is committed to cost efficiency for Recognition of Prior Learning (RPL) applications, and will at all times seek to complete RPL applications at the same cost or lower than normal course delivery costs.

#### 26.1.1. Course Tuition Fees

All fees are published and available on the Haley College website. Published fees information includes fee rates for each training product, including full fee for service, subsidised, concession and exemption fee rates for each course and relevant government jurisdiction.

Haley College charges students (and/or their employer or school) the mandatory or at least the minimum course tuition fee in accordance with the relevant specific jurisdictional training initiative requirements.

#### 26.1.2. Student Support Services Fees

If any specific student support options available attract an additional cost, Haley College makes this clear in pre-enrolment information and as a part of the Course Fees Agreement. Similarly, if there are limitations to the support Haley College is able to provide to particular Student cohorts, these limitations are also made clear in information provided to potential Students.

Haley College ensures support provided is reasonable and accessible, with clear and accurate information on these items is included in the Haley College's *Student Handbook*.

#### 26.1.3. Incidental Expenses / Resource / Other Fees

There may be some instances of a personal cost to a Student over and above the general course fees. These costs include:

- *Essential equipment and other items* that the student has the choice of acquiring from Haley College, or from a supplier other, that become the physical property of the student, are retained by the student on completion of training, and are not consumed during the training. Example: tool kit.
- An optional charge for *an item that is not essential* for the Student to complete the training.
- An optional charge for an *alternative form of access* to an item or service that is an essential component of the training, but is otherwise made readily available at no additional fee by Haley College.
- *Field trips and food, transport and accommodation costs* associated with the provision of field trips that form part of the training.
- *Any textbook* the Student requires for their course that is retained by the Student after completion of the qualification.

Other fees may be charged for alternate forms of access to essential goods or services that are otherwise made available by Haley College at no additional cost, such as course reading material that is available free of charge through another source.

These fees do not exceed cost recovery. Any increases to the resource fee must not exceed a Perth consumer price index (CPI) increase of 1%. Where appropriate, accountable officers may apply a resource fee to new or existing courses where they have not previously applied.

Trainees and apprentices are not exempt from these fees. However, Haley College provides Trainee Record Books to trainees and apprentices free of charge.

For each qualification, Haley College publishes on its website any additional costs that a Student will or may incur and ensure that Students are aware of these costs prior to enrolment.

Haley College provides the student or employer (where relevant) with receipts for any monies collected by Haley College for incidental expenses. Haley College retains copies of receipts issued.

### **Services Not Incurring Fees**

Haley College does not charge Students separate fees for goods and services that are considered an RTO's responsibility.

For example, Haley College does not charge fees for costs associated with goods and services such as enrolment, records archiving, the purchase or depreciation of equipment or general infrastructure, IT support, and access to general learning and personal support services such as mentoring, study skills programs and career guidance. Separate fees may not be charged for negotiating training plans or determining employers' capacity to train.

Fees are not charged for any items that will be retained by the student as their own personal property, such as tools, protective clothing or textbooks. Such items are purchased separately by the student.

### **26.1.4. Embedded Qualifications**

In some cases, a qualification may include all the units of competency required to complete a lower level qualification, an 'embedded' qualification. The student may wish to be issued with a testamur for the lower level qualification in addition to the higher one they enrolled in.

In this case the student has paid the fee for the higher level qualification. Haley College does not charge an administrative fee to produce the additional testamur.

### **26.1.5. Co-enrolments**

Haley College charges a fee for each government subsidised course that a student enrolls in, as relevant to the relevant government contractual requirements.

### **26.1.6. Repeated Assessment**

Students are able to attempt assessment to complete a unit of competency on three (3) occasions within their initial course fee. Haley College does not levy additional fees for these attempts.

## **26.2. Government Loan, Funding, Subsidy and Support Entitlements**

Haley College ensures each student is made aware of how undertaking training and assessment will impact their access to further government funded training. This includes ensuring that students are aware of any government funding entitlement that may reduce their ability to access such funding in the future (such as arrangements that limit funding to one qualification for a person).

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Haley College also provides advice on these arrangements prior to enrolment, via the Course Fees Agreement.

The total course fee for a government subsidised course is divided into two components:

- The Fee (to the Student / employer / employee); and
- The Subsidy (paid by the relevant government body).

In cases of government funding or subsidy, the Course Fees Agreement also includes the approximate value of the contribution from government towards the qualification(s) in which the student is considering enrolment.

### **26.3. Fee Concessions and Exemptions**

Fee concessions and exemptions do not apply to Haley College operations at this time.

### **26.4. Notifications and Guarantee**

Haley College notifies clients as soon as practical after any change occurs that may affect the course services being provided. This includes changes of significant impact including:

- Any changes to, or new third party arrangements Haley College puts in place, for the delivery of services to those specific clients; and
- A change in ownership of the RTO entity should that occur.

Haley College guarantees that no additional charges will be imposed during the period covered by the Course Fees Agreement.

All Students are offered the option to pay fees across multiple instalments. Where an employer pays fees this is typically paid in one instalment.

### **26.5. Third Party Fee Arrangements**

Haley College third party representatives do not collect fees on behalf of Haley College.

### **26.6. Fee Protection**

Haley College does not collect more than \$1,500 in prepaid fees (fees in advance) from Students at any time for any course service. As such, no further fee protection arrangements are required. The requirements that apply to prepaid fees include all fees that a Student is required to pay, including enrolment fees, tuition fees, materials fees and any other fee component that is a mandatory payment for the course.

Haley College is required to protect prepaid fees from individual Students and prospective Students. These requirements do not apply for employers - for example, where an employer engages Haley College to provide training and/or assessment to its personnel.

### **26.7. Payment of Fees**

Enrolment is not considered complete until statutory and RTO enrolment-based fees and charges are paid, deferred payment arrangements have been made or fees and charges have been waived.

On enrolment, Students must take up one of the following payment options:

- Pay the full amount of fees and charges;
- Present a signed authority from an employer to invoice that employer for the Student's fees and charges;
- Pay the fee by instalment; or
- Make application on the grounds of severe financial hardship for fees and charges to be waived for courses below diploma level.

Students who fail to take up one of the above options are not enrolled. Apprentices and trainees are treated the same as other students and are legally liable to pay fees.

#### **26.7.1. Payment Instalments**

Students are given a minimum of eight weeks from the commencement of the unit to finalise payment when paying by instalment.

Where approval has been given for a student to pay by instalment, Haley College is responsible for the collection of outstanding fees and charges. Fair and adequate recovery procedures are in place to manage the collection and recovery of monies.

Students who have fallen behind in their payments are not enrolled in additional units unless appropriate arrangements, agreed to by both the student and present a signed authority from an employer to invoice that employer for the student's fees and charges, have been put in place to pay the amount outstanding.

### 26.7.2. Recovery of Outstanding Student Fees

Haley College collects all fees to be paid by the student by the time they complete their subsidised training. Haley College retains student fees that it collects.

Haley College has a robust process for the recovery of outstanding fees from a student. The failure by a student to pay a fee owing is considered to be a breach of discipline and can lead to penalties being imposed on the student under Discipline arrangements.

One of the penalties that may be considered is the delay in release of results or testamur(s) as relevant to the student until all fees are recovered, depending on the contractual requirements in each jurisdiction. For significant student debts, formal debt collection actions may also be undertaken.

## 26.8. Refunds

From time to time a refund may be required for specific student cases. Refund information and arrangements are made available to clients prior to enrolment through:

- Haley College's *Student Handbook*;
- Haley College website; and
- As a part of the Course Fees Agreement completed prior to enrolment.

Haley College has publicly published on its website, and makes students aware of this Refund policy before enrolment.

### 26.8.1. Enrolment Fees

Enrolment fees paid for any course service cover administrative components of service provision, and are often mandatory fees in the cases of publicly funded course services. In these cases enrolment fees are non-refundable once the course service has commenced.

Haley College's general refund arrangements for all course services, including the provision of refunds to employers/industry for additional charges paid beyond the student and government contributions, are as follows:

Refund Arrangements	
Haley College is unable to commence the course for which the original enrolment and payment has been made.	<ul style="list-style-type: none"> <li>• Full refund of all fees levied or placement in an appropriate alternate course, as per the clients' preference.</li> </ul>
<p>Student withdrawal before course commencement and/or the 'withdrawal with no penalty cut-off date.'</p> <p><i>The 'withdrawal with no penalty cut-off date' for each unit is before 20% of the scheduled unit of competency hours for each unit has been delivered.</i></p> <p><i>Students are advised that written advice (such as email) of course withdrawal is necessary to ensure that they are eligible for refunds.</i></p>	<ul style="list-style-type: none"> <li>• Full refund of course tuition fees paid.</li> <li>• A full refund of any resource fee if the course is a Diploma or Advanced Diploma course; or</li> <li>• 50% of any resource fee if the course is below Diploma level.</li> </ul> <p><i>Note: In cases for subsidised Students in specific jurisdictions where a mandatory government enrolment fee is required, these fees are non-refundable once the course services have commenced.</i></p>
Recognition of Prior Learning and/or Credit Transfer has been granted.	Pro-rata refund paid based on a calculation of the number of units that have received RPL or CT results and the fees paid to date.

<b>Refund Arrangements</b>	
Haley College is unable to continue to deliver the course as agreed.	Pro rata refund of unit tuition fees levied for units of competency not completed, or placement in an appropriate alternate course, as per the clients' preference.
Student withdrawal after unit commencement beyond the 'withdrawal with no penalty cut-off date.'	No refund payable for units of competency beyond the 'withdrawal with no penalty cut-off date.' Full refund of course tuition fees paid for units of competency yet to reach the 'withdrawal with no penalty cut-off date.'

### 26.8.2. Refunds Due to Non-Provision of Services

All fees levied are refunded in full if Haley College is unable to commence the course service as agreed due to a lack of minimum Student numbers, a course or unit is cancelled or re-scheduled to a time unsuitable to the student, a student is not given a place due to maximum number of places being reached, where a student withdraws from training not of their own accord, or any unforeseen circumstances.

A full refund of relevant unit tuition fees will be paid at any time during delivery if a class is cancelled because of declining student numbers, no available training personnel, Haley College is no longer approved to deliver government supported courses in the relevant jurisdiction, where Haley College RTO closes or due to other circumstances caused by Haley College.

Where there is an instance of Haley College default due to unforeseen circumstances, Haley College will endeavour arrange for another course, or part of a course, to be provided to Students at no (extra) cost to the student as an alternative to a refund. Where the student agrees to this arrangement, Haley College will not refund fees paid.

### 26.8.3. Refunds Due to Request / Hardship Application

Students may have extenuating circumstances that prevent them from attending scheduled course dates that may include but are not limited to illness, family or personal matters, or other reasons that are out of the ordinary.

Where delivery has commenced, course fees have been paid and an employer or student believes a special circumstance refund is warranted, the client may apply for a refund by writing to the Chief Executive Officer via email at:

**Haley College Chief Executive Officer**  
**Mr Shaun Chown**  
[info@haleycollege.vic.edu.au](mailto:info@haleycollege.vic.edu.au)  
**03 9015 9803**

Haley College generally approves a pro rata refund of fees and charges at any time during the course of delivery if Students withdraw for reasons of personal circumstances beyond their control, such as

- Serious illness resulting in extended absence from course activities;
- Injury or disability that prevents the Student from completing their course; or
- Other exceptional reasons at the discretion of Haley College.

In all cases, relevant documentary evidence (for example, medical certificate) is required. Details of all refunds are retained for audit purposes.

This decision of assessing the extenuating circumstances rests with the Chief Executive Officer and shall be assessed on a case by case situation.

All refund applications are assessed and processed within fourteen (14) days of the application being placed. The applicant will be advised in writing of the outcome of their application, including reasons for refusing a refund in cases where this occurs.

Haley College does not provide a refund in cases where a student has withdrawn from a qualification but has completed all the requirements for a lower level qualification, which attracted a lower student fee.

All clients have the right to appeal a refund decision made by Haley College. Please refer to the Complaints section for further information.

#### **26.8.4. Third Party Refunds**

If course services fees have been paid to Haley College by a third party, any refunds payable will be remitted to that third party.

#### **26.9. Course Fees Agreement**

All prospective students, prior to enrolment, receive a *Course Services Agreement* including *Course Fees Agreement* from Haley College. This agreement makes a formal enrolment offer to the prospective student and/or relevant supporting client, and includes all relevant fees, charges, refunds and government support information relevant to the student's course selection.

#### **26.10. Fee Records**

All course services fees, relevant invoices and receipts for each student course enrolment are recorded and maintained in the VETtrak student management system. This system acts as the official accounts receivables system for Haley College and is maintained as the official and auditable records for all fees, charges and refunds.