

DOCUMENT REFERENCE:	PPP151
RESPONSIBLE MANAGER:	Enquiry, Enrolments & Student Administration
CATEGORY:	Student Information and Services
DATE APPROVED:	08 th December 2022
DATE OF NEXT REVIEW:	December 2023
RELATED POLICIES AND DOCUMENTS:	<p>Legislation: Higher Education Support Act (2003) HESA 2015 Standards for RTOs 2023 Victorian VET Student Statistical Collection Guidelines</p> <p>Documents: BP005 Withdrawal of units not commencing PPP029 Management of Fee Payments Options PPP146 Student Enrolment Guidelines PPP153 VET Student Loan Review Guidelines PPP175 VET Student Loans Entry Guidelines SDM010 Enrolment Amendment PPP046 Information Privacy Policy</p>

1. Introduction

The Department of Education and Training (DET) provides guidelines regarding tuition fees and other fees associated with government subsidised training. South West TAFE (SWTAFE or 'the Organisation') abides by these Guidelines.

SWTAFE is committed to providing every possible opportunity for students to successfully complete their studies. However, there will be occasions when students need to withdraw from all or part of their course and will be eligible for a fee refund.

SWTAFE collects tuition fees from students to participate in funded training through various funding methods, including:

- Government subsidised
- Self-funded
- Fee for service
- VET Student Loans enabled

2. Definitions

Government Subsidised	where the tuition cost of the course is offset by a funding contribution from the Victorian Government
Skills First	Victorian Government's program for funding individual's entitlement to funded training
Self-funded	the student does not meet the eligibility criteria for a Skills First funded place within the course and is liable to pay the full tuition course cost.
Fee for Service	training where the cost of the course has been negotiated with a third party (usually Industry client) and where the Government makes no contribution towards the cost of the course
Consumable/Material Fee	a fee charged to recover the cost of providing textbooks, learner guides and resource modules that are retained by the student as his/her personal property
VET Student Loan	a Federal Government income contingent loan scheme for the Vocational Education and Training sector that is part of the Higher Education Loan Program (HELP).
Course Commencement	The date at which a student first engages in structured learning in a unit of competency for the first time.

Official Withdrawal	activated by the student contacting their teacher or teaching department requesting to be withdrawn. The date of request determines if a refund is applicable.
Apparent Withdrawal	where the withdrawal is activated by SWTAFE without the student's consent and following a minimum of three separate attempts to contact the student.

3. South West TAFE's responsibilities

Staff will ensure students are aware of the alternatives to withdrawing at a course level, support services available, as well as the correct process to follow if withdrawal is necessary.

Where a student has had an extended absence or is disengaged, the teaching department is responsible for attempting to contact the student a minimum of three (3) separate and varied attempts over a reasonable period of time (i.e.: not all on the same day) – preferably once each of phone, email and text. These must be documented in the individual student's Communication Log.

If these attempts are unsuccessful prior to submitting withdrawal paperwork, the teaching department is responsible for referring the student's contact details and Communication Log to Skills & Jobs who will attempt to contact the student to discuss their reasons for absence or withdrawal and offer assistance.

If Skills and Jobs determine that the student is still to be withdrawn or they fail to make contact, they will advise the teaching department who will then be responsible for proceeding with the relevant withdrawal process.

All students will be treated equitably and will be provided with access to the full range of personal and study support services available through SWTAFE. At all times their privacy and dignity will be respected.

4. General conditions

- It is the student's responsibility to request to be withdrawn from their course. The student activates their withdrawal by contacting their teacher or teaching department in writing preferably via email so an **initiation date** is established. This initiation date is key in establishing if the student is entitled to a refund.
- After a minimum of three separate and varied unsuccessful attempts to contact the student, the teaching department may activate an Apparent Withdrawal by completing a Withdrawal Form on the student's behalf. For this scenario, the Communication Log demonstrating the attempts made must be submitted along with the Withdrawal Request form.
 - Contact attempts must be made over a reasonable period of time (ie: not all on the same day). Request that the student contact a nominated person within a reasonable timeframe (ie: within a week) and advise that if no contact is made that they will be withdrawn and will remain liable for any outstanding fees.
- Students who have not withdrawn and have outstanding fees are still liable for those fees, irrespective of their non-attendance.
- Outstanding fees remain on a student's record indefinitely even if they are written off as a bad debt. Until payment is made, a Statement of Attainment (SOA) and/or qualification documents will not be issued, and the outstanding debt may affect future enrolment.
- In the event a course is cancelled by SWTAFE, a full refund will be issued to the student, less fees associated with completed units of competency (where a result has been entered). A Statement of Attainment will be issued.
- All refunds will be payable by cheque or electronic funds transfer (**CS012 – Request for refund by EFT**) must be received to provide electronic transfer of refund)
- Where the payment of fees (either partial or in full) has been receipted in the name of a third party (i.e. not the enrolled student) any refund will be issued in the name of the third party up to an amount not exceeding the total of their payment. If provided by written authorisation from the third party, the refund can be issued in the name of the student.
- Where the student has been supported through a SWTAFE Access and Equity Fund or Scholarship, any entitlement to a refund will firstly be allocated to the relevant scholarship or Access and Equity Fund not exceeding the value of support provided. Any residual amount will be issued to the student.

For example, a student's total fees were \$400 of which they paid \$200 and \$200 was allocated from the Access & Equity Fund. The student is entitled to a refund of \$250 upon withdrawal – the first \$200 would be allocated back into the Access & Equity Fund with the remaining \$50 being issued to the student.

- Consideration of any refund is subject to the student having no outstanding commitments with SWTAFE including outstanding fees, Library loans or fines, and/or department equipment loans.

5. Refunds for Certificate I to IV courses

A student who is withdrawn – either official or apparent:

- Before the course commences will be eligible for a full refund.
- Within four weeks of their course commencement date, will receive a refund of fees paid, less fees associated with completed units of competency (where a Grade has been applied). Where Units of Competency have been achieved, a Statement of Attainment will be issued to the student.
- Beyond four weeks of their course commencement date, a refund will be issued for units of competency which participation has not commenced. Units of competency which have commenced participation will not receive a refund.

6. Accredited Diploma and above Courses (including Approved VET Student Loans)

Refund eligibility for VET Student Loan eligible courses is determined by the relevant Census date. This applies to all students whether they pay their tuition fees up-front or seek VET Student Loan assistance.

For all courses at the Diploma and Advanced Diploma levels, a refund or credit of all tuition fees charged for the unit will be made if the withdrawal is prior to the unit census date. Any portion of any other fees or levies (such as material fees) to be refunded or credited will be at the discretion of the Teaching Area. The exception to this is where:

- Students have successfully completed the unit(s) of study.
- VET tuition assurance has been activated because SWTAFE has ceased to provide the unit; **and**
 - › The student has chosen the VET tuition assurance option in relation to that unit. Refer to Statement of Tuition Assurance for Exempt TAFE VET Student Loans (VSL) Providers.

Students who have requested VET Student Loan assistance and withdraw from a unit of study after the census date will incur a VET Student Loan debt for any unpaid tuition fees. Students that have paid tuition fees upfront will not receive a refund for any delivered units post the census date.

Students may apply to SWTAFE to have their VET Student Loan balance re-credited (and thus their VET Student Loan debt remitted) in special circumstances. Refer to **PPP153 VET Student Loan Student Review Guidelines**.

7. Consumable Fees

In all circumstances, the refund of unused materials is at the discretion of the teaching department and will be determined by the units of competency commenced and the condition of the materials. In some circumstances, materials cannot be refunded due to health regulations.

8. Unpaid fees or debt

Outstanding fees and debts with SWTAFE may impact on a student's ability to continue studying with us; enrol in any further courses; impact on any fee refund; and will result in qualification documents being withheld until payment is made.

Where SWTAFE engages the services of debt collection agencies to recover unpaid fees or debts, we reserve the right to also recover associated debt collection costs from the student. In addition, debt collection processes have the potential to affect your future credit rating.

Engagement of a debt collection agency will require elements of a student's personal information to be shared with them. Only necessary information will be shared. Depending on the nature of the debt, shared information is not limited to but may include name; date of birth; contact details including phone and address; evidence of signature; course details; debt amount and payments made; and where the student was under the age of 18 at the time of enrolment, their nominated guardian/parent details.

9. Legal Action

Legal action may be undertaken if all debt collection activities have been completed and;

- The student has not paid in full, organised a payment plan or have defaulted on a payment plan and;
- The student has not lodged a formal complaint with our Audit Risk and Compliance Manager to dispute the outstanding debt or
- A decision has been made in regards to the student's dispute and they have not taken any further action

Once legal action is initiated, the student may be liable for the legal costs incurred. Students will also be advised that, debt collection processes have the potential to affect your future credit rating.

10. Special Circumstances

If a student was unable to officially withdraw within the specified required timelines to be eligible for a refund due to extenuating circumstances, they may write to state their case to:

Manager Enquiry, Enrolments & Student Administration
South West TAFE
P O Box 674
Warrnambool 3280
Or email Mailbox.EESA@swtafe.edu.au

ONLY **written claims** for Special Consideration will be addressed.

11. For Short Course Program Enrolments

To be eligible for a refund of fees associated with a Short Course Programs, the following conditions apply.

Notification	Refund
More than 5 business days prior to course commencement date	Full refund or transfer to new date
Less than & including 5 business days prior to course commencement date	No refund - transfer to the next available identical course may be requested.
Course commencement date and after	No refund No transfer No substitutions
Course cancelled by South West TAFE	Full refund

Approved Corporate/Business clients can substitute/transfer an enrolment in the same course, up to 24hrs prior to the commencement date.

If a student is unable to officially withdraw within the timelines required for a refund due to extenuating circumstances, they should contact the Short Courses – Team Leader within 10 business days of the course commencement date.

Each case will be considered individually.

Short Course – Team Leader
South West TAFE
P O Box 674
Warrnambool 3280
Or email short.courses@swtafe.edu.au

12. Access and Equity

SWTAFE is committed to adhering to access and equity in the implementation for this Guideline. For more information please visit: [SWTAFE's Diversity, Equity and Inclusion Initiatives](#).