

# Fees & Charges Policy & Procedure

## Purpose

This Policy and Procedure is intended to ensure that all students training with Elly Lukas College have accurate and timely information regarding all fees and charges associated with their chosen course. The Elly Lukas College Fees and Charges Policy and Procedure sets out to ensure the following principles are adhered to:

- **Transparency** – all fees and charges are transparent and students have access to the necessary information to make informed decisions regarding their training.
- **Accessibility** – equitable access to publicly funded training (where eligible).
- **Procedural fairness** – fair and just procedures for the administration of all fees and charges, including protection for students in the event that Elly Lukas College ceases to provide a course of study in which a student is enrolled.

This Policy and Procedure also wishes to provide detail on how Elly Lukas College protects student fees.

## Policy

Elly Lukas College adheres to all regulatory and statutory requirements about Fees, or any subsequent relevant directions, in regards to the imposition and collection of tuition fees and other fees for government subsidised and fee-for-service training, together with financial and accountability requirements with regards to student fees.

Elly Lukas College makes readily available on its website its' annual indicative fees for government subsidised, VET Student Loan program and fee-for-service training for each course/qualification it offers and never uses any fee amount until the amount is published on its website. Elly Lukas College also provides a copy of the indicative fees to applicants through its Application process. Final fees and charges are determined on a case by case basis and the applicant will receive a copy of their final fees and charges, including an itemised account and what proportion the student is eligible to receive either government subsidized training and/or be supported through a VET Student Loan (subject to meeting all eligibility and suitability criteria) in a Statement of Fees.

Elly Lukas College will not retrospectively change or adjust the tuition fee of an enrolled individual. Elly Lukas College course fees cover:

- Tuition fees;
- Course learning and assessment materials;
- Conduct of assessments and
- All other materials used to deliver the courses.

## Procedure

Based upon the calculation of fees and charges for individual students, the process may vary from student to student. The following procedures detail the steps required in every case, regardless of available funding, loan eligibility and suitability, concessions or fee-for-service payments.

As part of the application process and when the fees are discussed, Elly Lukas College ensures that the prospective student understands that the fees are not part of the tuition; the purpose of the fees; the total course liability to be incurred as when and how the fees are to be paid. The applicant acknowledges their understanding through signing against the relevant Clause on the Elly Lukas College *Application Form*. This is reinforced and further clarified if required at the time of the student's enrolment, with the student once again, required to verify their understanding through signing against the relevant Clause of the Elly Lukas College *Enrolment Form*.

### **1. General Requirements for Calculation and Levying of Fees**

1.1 For each enrolment in a course or qualification, Elly Lukas College will calculate a tuition fee on the basis of an amount for each scheduled hour of training which a person enrolls in at that time. If a course is undertaken partly in one year and partly in a second or subsequent calendar year, tuition fees shall be calculated according to the fees applicable when the training is to be undertaken.

1.2 Elly Lukas College will supply each individual with a Statement of Fees, being an itemised list of all fees and materials, and any other charges incurred as a requirement for the course, prior to enrolment. The Statement of Fees will clearly indicate the actual tuition fee per scheduled hour that the individual is being charged.

1.3 Elly Lukas College will not charge tuition (or other) fees for an enrolment for which funding has been provided directly or indirectly by the Commonwealth Government and where a condition of the funding prohibits the imposition of a tuition or other fee.

1.4 Where relevant, prior to the commencement of training, Elly Lukas College will sight and retain copies of all documentation demonstrating an individual's eligibility for the tuition fee waiver/exemption granted for audit or review purposes and to meet record keeping requirements as required.

1.5 Course fees are discussed with the client during the pre-training consultation.

### **2. Fees Paid in Advance**

2.1 Prior to commencement of a course, Elly Lukas College cannot accept payment of more than \$1,500 from a student.

### **3. Preparing the Statement of Fees**

3.1 The issuance of a Statement of Fees (SOF) is a requirement under both national and state regulatory authorities. Each student who enrolls into a course/qualification will receive a Statement of Fees.

3.2 The Statement of Fees lists the units being delivered within a qualification, the start and end date of each unit, and the nominal hours multiplied by the hourly rate. It includes the total cost of the course plus any other fees incurred (for example Student Levy and Materials).

3.3 Once completed, a copy is printed for the student's file and provided to the student.

### **4. Statement of VET Tuition Assurance**

4.1 Under the provisions of Division 4 of the VET Student Loans Act 2016 (the Act), Elly Lukas College must comply with the VET Tuition Assurance requirements for all approved VET Student Loan Program courses. This is to protect VET students in the unlikely event that Elly Lukas College ceases to provide a VET course of study in which a VET student is enrolled.

4.2 The meaning of '*ceasing to provide a VET course of study*' is set out in the Act.

4.3 In the event that Elly Lukas College ceases to provide a VET course of study in which a VET student is enrolled the VET student is entitled to a choice of:

a) an offer of a place in a similar VET course of study with a Second Provider without any requirement to pay the Second Provider any VET tuition fee for any replacement VET units (this is known as the “VET Course Assurance Option”);

**OR**

b) a refund of their up-front VET tuition fee payments and/or a re-crediting of any FEE-HELP balance for any VET unit of study that the VET student was enrolled or commences but does not complete because Elly Lukas College ceases to provide the VET course of study of which the unit forms part and it is impractical under the TAS scheme for the student to finish the course or an equivalent course (this is known as the “VET Tuition Fee Repayment Option”).

4.4 Elly Lukas College has met the VET Tuition Assurance requirements as specified in the Act in accordance with the Notice of Exemption issued by the Department of Education and Training.

4.5 For the purposes of VET Student Loan approved courses, all courses offered by Elly Lukas College in accordance with the course requirements of the Act are covered by this exemption.

4.6 If Elly Lukas College ceases to provide a VET course of study covered under the TAS arrangement, Elly Lukas College will notify the Department within 24 hours in writing as well as the students within 2 days in writing.

4.7 Elly Lukas College also commits to updating its website as soon as is practical including adding the details of the Department of Education and Training relevant contact method.

4.8 A VET student enrolled in the VET course of study will receive a Written VET Tuition Assurance Offer (the Offer) advising the VET student of the options available under the VET tuition assurance requirements. The Offer will include directions that the VET student must follow in order to advise their choice they have made for each affected VET unit.

4.9 Tuition fees greater than \$1500 paid after course commencement directly by the student to the College (i.e. not VSL payments) are protected by the College’s participation in the ACPET Australian Tuition Assurance Scheme. Details can be found on the ACPET website : [www.acpet.edu.au](http://www.acpet.edu.au)

4.12 Elly Lukas College publishes detail of its Tuition Assurance Scheme arrangement through its Student Handbook and through publishing this Policy and Procedure on its website.

## **5. VET Student Loan Program**

5.1 All approved VET Student Loan enrolled students will receive a Statement about their covered fees, titled '*VET Student Loan Statement of Covered Fees*'. This Statement is provided after the student enrolls and prior to the first census date and at the same time that the Student Loan Fee Notice for the first part of the course is issued.

5.2 Elly Lukas College will provide all students who are enrolling in a VET Student Loan approved course, with an Invoice Notice at least 14 days prior to each census date. The Invoice Notice will contain information about the course, student identification number, costs of VET units of study, census dates and withdrawal rights and obligations. The Invoice Notice will ensure students are aware of the loan commitment should they continue with their enrolment past the census date. All students will be emailed the Invoice Notice to their nominated email address.

5.3 Elly Lukas College will provide students who are requesting VET Student Loan assistance, with a Commonwealth Assistance Notice (CAN) within 28 days after the census date. This will inform students of the debt they have incurred. Students will only receive this notice if they did not withdraw on or before the census date.

5.4 Elly Lukas College reasonably proportions its tuition fees and no tuition fee is paid outside of a fee period for a course.

5.5 For any course which is eligible for the VET Student Loan scheme, Elly Lukas College may charge a fee for Recognition of Prior Learning only if an individual enrolls in a unit of study designated for recognition of prior learning.

5.6 Elly Lukas College is obligated to advise the department immediately in the event that a student does not want to use the VET Support Loan to pay tuition fees for a particular part of the course.

5.7 Elly Lukas College commits to the provision of a list of fees including tuition fees charged for each course to the department and be updated whenever there is a change to the fees charged.

## **6. Skills First Program (Vic)**

The Elly Lukas College Quality Training & Assessment Policy and Procedure is designed to meet the following requirements of the Skills First funding contract (2017);

Elly Lukas College will report to the Commission all tuition fee waivers/exemptions granted by the RTO in accordance with the fee concession reporting requirements outlined in the Victorian VET Student Statistical Collection Guidelines as issued by the Commission from time to time.

6.1 Concessions - Elly Lukas College retains a copy of all documentation demonstrating an individual's eligibility for the fee concession granted for audit purposes and to meet the record keeping requirements of the Guidelines about Fees and reports all concessions granted to Eligible Individuals to the Commission in accordance reporting requirements outlined in the Victorian VET Student Statistical Collection Guidelines. Elly Lukas College will exercise reasonable judgement where a prospective student is not able to produce appropriate proof of concession prior to the commencement of training, allowing students a one week grace period to provide their proof of concession. This arrangement must be noted on the enrolment form by the applicable career consultant.

6.2 Fee waivers/exemptions - Elly Lukas College will apply fees as per Fees Guidelines to students referred under specific cohorts (refer to Eligibility Guidelines and Funding Contract for definitions). A

copy of the Referral form must be retained on the student's file. The original is to be returned to the individual. On enrolment, a copy of this form must also be returned to the referral agency.

6.3 Job Seeker Referral Forms must be completed, copied for the student file and the original must be returned to the Job active and a copy sent to the Job Seekers referring agency.

6.4 Young people on Community Based Orders. Elly Lukas College will not charge a tuition fee for enrolment by an individual who is required to undertake the course pursuant to a community-based order made under the Children, Youth and Families Act 2005. Elly Lukas College will retain a copy of written confirmation that the individual meets the requirements of clause from the relevant Youth Justice Unit of the Victorian Department of Human Services

6.5 Should exceptional circumstances arise, the Course Advisor can complete a *Special Circumstances Fee Application form* for reduced fees or a fee waiver. This is to be sent to the Director for approval. If approved, then the supporting documentation is to be given to Compliance Manager to ensure that the appropriate funding model is reported.

6.7 Provide information to prospective students about course offerings, fees, support and the impact on the individual's Entitlement to Funded Training in accordance with Clauses 4.1 and 6 of Schedule 1;

6.8 Test any individual's eligibility for training subsidised through the Skills First Program and any relevant concession or exemption/waiver of tuition fees in accordance with Clauses 2, 3 and 6 of Schedule 1 and the Guidelines about Determining Student Eligibility and Supporting Evidence;

6.9 Levy fees, including applying any concessions, exemptions or waivers, including in accordance with Clause 6 of Schedule 1;