



Fees and Refunds Policy and Procedures

V1

Table of Contents

1.	Purpose and scope	3
2.	Definitions	3
3.	Fees and Charges Policy	4
3.1.	Protection of fees paid in advance	4
3.2.	Fees and other charges.....	4
3.3.	Collection of fees	6
3.4.	Late fees and non-payment of fees	6
4.	Cooling off period	7
5.	Refunds Policy and Procedures	7
5.1.	Application and processing.....	8
5.2.	Refund provisions for domestic students.....	9
6.	Related Governance Documents	10

1. Purpose and scope

Pride Institute ensures that students make informed decision and are aware of any financial obligation to Pride Institute.

The purpose of this policy is to define the different types of fees and charges associated with study at Pride Institute, collection of fees, payment options and penalties for non-payment where applicable. This policy and its associated procedures have been developed to ensure that all the student fees, charges, deferrals and refunds being charged and processed for courses or training programs and services offered by Pride Institute are dealt with utmost fairness and honesty.

Pride Institute intends to establish a framework for calculating all applicable fees, charges, deferrals, and refunds administered by Pride Institute according to the provided rules and guidelines, protecting them, and handling them appropriately in implementing this policy.

The policy statements and procedures maintain and comply with the legislative and regulatory requirements stated under the: -

- Clauses 5.3, 7.3 and Schedule 6 of the Standards for Registered Training Organisations, 2015;
- Australian Consumer Law

This policy applies to the applicable fees, charges, deferrals and refunds administered by Pride Institute for provided courses or training programs and client services.

The policy is applicable to all domestic students accepted and enrolled by Pride Institute. Students are made aware of this policy and its procedures prior to enrolment and acceptance of offer through Pride Institute's website, letter of offer and written agreement, induction, course entry interview and the student handbook.

2. Definitions

“Admission” is the acceptance of an applicant as a student of the RTO in the nominated or desired course(s).

“ASQA” means the Australian Skills Quality Authority.

“Course fees” for a course is the sum of:

- (a) the tuition fees received by the provider in respect of the student; and
- (b) the non-tuition fees (if any) received by the provider in respect of the student.

“Pre-requisite” means specified minimum requirements that an applicant must satisfy in order to be considered eligible for admission to a particular course or a training program.

“Refund” is a return of fees paid due to the product not meeting the standards claimed / not fit for purpose.

“Schedule of Fees” means the listing of fees and charges as determined under this Policy.

“Tuition Fees” are fees ‘directly related to the provision of a course that the provider is providing, or offering to provide, to the student’.

“Training product” means an AQF qualification, skill set, unit of competency, accredited short course and module.

“SRTOs” means the Standards for Registered Training Organisations (RTOs) 2015 of the VET Quality Framework

3. Fees and Charges Policy

Pride Institute ensures:

- all information provided in marketing and promotional materials related to the course fees and other charges is accurate and relevant to this Policy.
- accurate information about fees, charges and refunds is provided to students prior to course enrolment by publishing it in relevant information sources such as Pride Institute's website, Student Agreement, Brochures and the Student Handbook to ensure that students have access to sufficient information enabling them to make an informed decision on their financial commitment to undertake a course/s with Pride Institute.
- detailed fee information is provided to the students prior to enrolment in accordance with Clause 5.3 of the Standards. The Student Agreement clearly outlines:
 - total course fees, including any tuition and non-tuition fees
 - the payment options and due dates e.g. If the student is required to pay term fees in advance or if they can enter a payment plan (must include the terms of the plan and frequency of the payments)
 - this fees and refunds policy and procedures
 - any other charges a student may incur when undertaking the course
- all fees and charges by Pride Institute are fair and reasonable.
- it does not guarantee or claim that students will be able to successfully complete their enrolled course, regardless of whether their total fees have been paid or not.
- it provides thirty (30) days' notice in writing to a student where, under special circumstances and prior to the student's enrolment, Pride Institute made changes to the student's course fees. Pride Institute will require an acknowledgement from each student prior to any course fee changes in writing. A copy of this acknowledgement will be retained in the student's file. Where a student does not agree with the revised fee structure and payment arrangements, Pride Institute will allow students to receive a full refund of all unspent tuition fees.
- the Student Agreement is signed and retained prior to invoicing a student and accepting any fees.

3.1. Protection of fees paid in advance

Pride Institute will NOT collect more than \$1500 in prepaid fees from a prospective or current student.

Prepaid fees are fees that are collected before the relevant services have been provided. These include payments made at any time before, during or after the student enrolls. Any payment received before a service is delivered is unearned revenue and a liability that must be paid back through service delivery or as a refund.

3.2. Fees and other charges

All Students are required to pay for the following Fees:

- **Total Course Fees:** refers to Tuition Fees, Non-Tuition Fees and other charges as stated in the Student Agreement.
- **Tuition Fees:**
 - refers to the fees that students are charged for providing training and assessment.

- includes fees for lectures, tutorials, tutoring sessions, training, excursions, fieldwork, laboratories, or practical experience that form part of the student's course (whether mandatory or not) or are intended to assist the student to progress in their course or are matters ancillary to the activities that form part of the student's course listed previously (example mandatory textbooks). An ancillary matter is best understood as anything required to support the primary activity of providing training and assessment. Any costs associated with RPL and CT are also considered a part of the tuition fees.
- **RPL Fee:** Students applying for Recognition of Prior Learning (RPL) will be charged per unit of competency. The fee will equal that for the provision of the training of such unit of competency. This will vary according to each qualification. An initial non-refundable RPL application fee of \$500 will be charged to assess the student's suitability for RPL.
- **Credit Transfer (CT):** Students who provide Australian Nationally Recognised testamur as evidence for Credit Transfers (CT), will not be charged a fee for this application. Their tuition fee will be reduced by the unit/s cost.
- Additional fees that may apply if a student applies for re-enrolment after failing to achieve a satisfactory outcome after three (3) attempts at an assessment task for a unit or multiple units is also considered as tuition fees.
- **Non-Tuition Fees:** refers to fees and charges that do not relate to the provision of training and assessment. These are usually non-refundable, as the fees are only charged when the service or materials are provided to the student. Exceptional circumstances may apply and will be dealt with at the fair and reasonable discretion of the CEO.
 - Non-tuition fees include books and materials that are not mandatory and do not contribute to the completion of the course, application fees, late payment fees, credit card surcharges, and replacement fees for textbooks and materials or textbooks that are not mandatory or required for course completion.
 - **Other Fees and charges** (applicable non-tuition fees and charges to the specific circumstances listed below):

Description	AUD\$
Enrolment fee	
Non-refundable enrolment fee to cover the processing of your enrolment application with Pride Institute.	\$250
Student ID Card	
Your first ID card is issued for free. A replacement cost will apply for Student ID cards.	\$30
Re-issuing of academic documentation	
You will be provided with a free a copy of your academic documentation (certificate, testamur, record of results or statement of attainment). You will be charged an administration fee if you require replacement. A Request Form for Replacement of Certificates or Statements of Attainment (SOA) must be lodged with Pride Institute Student Support and the fee paid in advance.	\$75
Late payment of fees	

Description	AUD\$
If you fail to pay your tuition fees by the due date in accordance with the payment schedule provided in this agreement without an approved extension from Pride Institute, you will be charged a late payment fee if your payments are more than 7 days late.	\$150
Debt recovery charges where long-standing debts may be referred to a debt collection agency	Upto 40% of the debt

3.3. Collection of fees

- Students must pay all associated Course Fees as per the Statement of Fees included in the Student Agreement; otherwise, students may not be allowed to continue study.
- Please note RPL and CT fees are considered tuition fees. Therefore, any fees pertaining to these must be paid as part of the tuition fees.
- Material and Equipment fees:** This fee is due and payable prior to the commencement of the course and before the induction day, as Pride Institute issues the required equipment on the day of induction.
- Payment methods:** Pride Institute accepts electronic bank transfers, EFTPOS or Credit Cards (surcharge applies). Pride Institute also accepts cash payments. Students must ensure that they add their Student ID/Date of birth and Full Name when transferring money into the nominated Pride Institute bank account.
- Pride Institute issues invoices for amounts and on due dates in accordance with the Statement of Fees, usually fourteen (14) days prior to the due date.
- Pride Institute records payments against all invoices issued and sends payment receipts for each payment made by the student.
- Pride Institute will securely retain receipts of all tuition and non-tuition fees for six (6) months after the student ceases to be an accepted student at Pride Institute. Pride Institute also recommends that students keep their payment records securely.
- Pride Institute will send monthly account statements to the students (where applicable) outlining payments made and any outstanding fees.

3.4. Late fees and non-payment of fees

- Pride Institute will not issue a qualification or statement of attainment until all agreed fees the student owes are paid.
- Pride Institute will issue one warning letter for overdue fees via email.
- If overdue fees are not paid within 7 days after the warning letter was sent, Pride Institute will issue a notice to the student to either pay the outstanding amount or enter a payment arrangement with Pride Institute within 14 days.
- At this stage, a late payment of fee of \$150 will be charged if a student fails to pay their fee as per the agreed due dates in accordance with their payment schedule.
- Non-payment of fees can result in the following actions by Pride Institute:
 - Issue a suspension of study;
 - Remove access to Pride Institute's resources, equipment and facilities;
 - Withhold qualifications and statement of attainments;
 - Cancellation of the student's enrolment;
- Pride Institute reserves the right to suspend the provision of services to a student until all fees are paid and brought up to date. Students with longstanding debts and with no agreement in place may

be withdrawn from their course if payments are not received and/or a payment arrangement is not made with Pride Institute .

- Long-standing debts may be referred to a debt collection agency where fees are more than 45 days past due and where no alternative arrangements have been made.
- Pride Institute may engage a debt collection agency to recover any long-standing debts. Additional charges of up to 40% of the debt may be applicable to recover the debt recovery costs.

4. Cooling off period

Under Australian consumer law, a cooling-off period is a set time frame during which a consumer can cancel a service contract without penalty.

This clause outlines the Cooling-Off Period applicable to students who enrol in courses provided by Pride Institute . The Cooling-Off Period is a specified time during which a student may cancel their enrolment without incurring financial penalties or obligations.

Cooling-Off Period for Unsolicited Offers:

In cases where enrolment occurs as a result of unsolicited marketing or sales, such as through door-to-door sales or telemarketing, students are entitled to a 10-day business cooling-off period.

This period commences from the date of signing the enrolment agreement or contract.

During this period, the student may cancel their enrolment by providing written notice to Pride Institute without incurring any penalties or charges.

Cooling-Off Period for Other Enrolments:

For enrolments initiated by the student, such as those made through direct contact with Pride Institute via phone, in-person, or via our website, a Cooling-Off Period is also applicable.

This period extends from the time of enrolment up to 5 business days before the commencement of the course.

Students wishing to cancel their enrolment within this period must provide written notice to Pride Institute
Refund Policy during Cooling-Off Period:

Where a student cancels their enrolment within the Cooling-Off Period, in that case, Pride Institute will provide a full refund of any fees paid, minus any non-refundable costs defined in this policy and procedure incurred by Pride Institute for services provided up to the point of cancellation.

The refund will be processed in accordance with the refunds section of this policy.

Notification Procedure:

Students wishing to cancel their enrolment during the Cooling-Off Period must notify Pride Institute in writing by completing the Withdrawal Form and the Refund Application Form and submitting it to Pride Institute by email to the official email address.

The date of receipt of these forms completed in full will be considered the date of cancellation.

5. Refunds Policy and Procedures

The refund policy outlines Pride Institute 's procedures for assessing and approving a refund for a student in accordance with the requirements of the SRTOs.

This policy and the availability of Pride Institute 's Complaints and Appeals processes do not remove the right of any student to take action under Australia's Consumer Protection Laws, where Australian Consumer

Law applies. However, if you have a complaint about Pride Institute and the refund process, we recommend our internal complaints process before contacting the Ombudsman.

Records of any refund assessments and issuance of refunds will be securely retained on the student's file and in Pride Institute's accounting system.

5.1. Application and processing

All students seeking a refund for any purpose must complete the Refund Application Form and supply any supporting evidence as required. It should be noted that making an application for a Cancellation or Withdrawal of Enrolment are not indicators that you are also seeking a refund and a Refund Application Form must be completed at all times a refund is being sought. Students who are withdrawing from the course enrolment must complete the Withdrawal Form, just completing the Refund Application Form will render them ineligible for a refund.

These forms can be delivered in person to student administration, sent to Pride Institute via email listed below or alternatively, delivered by post to:

Student Administration – admin@prideinstitute.qld.edu.au

Pride Institute

7/3360 Pacific Highway, Springwood Qld 4127

Any supporting evidence such as a medical certificate, employment agreement etc should be submitted where possible along with the refund application form.

A refund will not be provided in the following circumstances:

- Where the student still has fees outstanding;
- Where equipment and/or resources on loan to the student from Pride Institute have not been returned;
- A Complaint or Appeal is in progress that is related or linked to the application for a refund;
- The refund claim is for services that have already been rendered;
- Materials and equipment fees that have been provided to the student;
- Where refund claims relate to non-refundable fees and charges in accordance with this policy.

Pride Institute will assess all refund applications in accordance with the Student Agreement and this policy and its procedures. Pride Institute will assess and advise the student of the outcome and process the refund (where eligible) within 30 calendar days.

The CEO will review the refund application and the supporting evidence to make a decision on whether to refund the paid fees based on the student's claims. It is the student's responsibility to provide Pride Institute with all relevant documentation to support their application.

Under excruciating circumstances, the CEO, at their discretion, may choose to give students a refund even if other terms of the refund policy are not met. The CEO will personally examine all circumstances in relation to each case under such instances.

In all cases where a refund is approved and processed, the student will receive a written statement that details how the refund was calculated and where it was paid. In all cases where a student applies for a refund, and the refund is declined, a written statement will be provided to the student outlining the reasons for Pride Institute's decision to reject the application for a refund.

Refunds will be provided to the student's nominated bank account in their own name unless otherwise advised on the application form. In the event that the student is deceased or incapable of nominating a bank account, the refund will be provided to the person nominated on the Student Agreement form.

Under no circumstances will a student's Refund be paid to a third party without the student's written consent, and that consent is written in the English language.

The student agrees to repay Pride Institute (on demand) any payments credited to the refund in error. Pride Institute reserves the right to offset the amount of any overpayment made in error against any liability (including any future debt) owed to Pride Institute by refund.

5.2. Refund provisions for domestic students

Withdrawal or cancellation of enrolment by a student

Where a student cancels or withdraws in accordance with the meaning given in this policy **outside of the cooling-off period** (from the time of enrolment up to 5 business days before the commencement of the course), the student will not be eligible for a refund.

Suppose a student **withdraws or cancels due to compassionate or compelling reasons**. In that case, Pride Institute encourages the student to provide supporting evidence in their application and include evidence from a third party where possible.

Under excruciating circumstances, the CEO, at their discretion, may choose to give students a refund even if other terms of the refund policy are not met. The CEO will personally examine all circumstances in relation to each case under such instances.

Students who have not prepaid fees when entering a course with Pride Institute and are not financial at the time of cancellation need to consider the following:

- If any fees are outstanding or overdue, these fees must be paid prior to Pride Institute cancelling the enrolment.
- Pride Institute reserves the right to engage a debt collection agency to collect outstanding fees.

Provider default – Pride Institute cancels the course

- In the unlikely event that Pride Institute is unable to deliver the course, or any portion of the course as agreed, within 14 days of the course ceasing to be delivered, the student will be issued with either:
 - a refund for the course or portion of the course that was not provided - see clause 15 for further details.
 - an offer for a placement into an alternative course at no additional cost, which the student also accepts in writing within 14 days from the date the course ceases to be delivered.
- In such cases, Pride Institute will automatically conduct a refund assessment of all affected students and contact students to either offer a suitable alternative course or a refund. In these cases, there is no need for a student to make an individual application for a refund.

Provide default obligations and notification

Where provider default applies, Pride Institute will:

- discharge its obligations within 14 business days of the day of default by either:
 - offering an alternative suitable course to a student which the student has accepted.
 - refunding amounts due in accordance with this policy.

Refunds due to other/compassionate reasons (no default)

Reason and circumstances for refunds	Calculation of refund and cancellation fees
If the student receives credit for units within a course for which they have already paid and not undertaken with Pride Institute.	<p>Calculated on a pro-rata basis i.e. the total course fees divided by the number of units.</p> <p>The student will receive a refund for the number of units for which they have received credit with consideration for any relevant courses that have been undertaken.</p>
If a student cannot complete or commence a course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).	A part or full amount of the unspent tuition fees at the discretion of the CEO.
If a student cannot complete or commence a course because of other special or extenuating including political, civil or natural events.	A part or full amount of the unspent tuition fees at the discretion of the CEO.

6. Related Governance Documents

- Letter of Offer and Student Agreement V1.0
- Refund Application Form V1.0
- Complaints and Appeals Policy V1.0