

ET SOP 019 Collecting and protecting fees

1. PURPOSE

MTC Australia is a Registered Training Organisation offering nationally recognised training courses as Community Based Adult Education Provider predominately delivering these courses under State and Commonwealth funding agreements and contracts.

This policy is developed to ensure MTC Australia fulfils its contractual and funding agreement responsibilities alongside maintaining effective compliance with Standards 5.3 and 7.1 of the Standards for Registered Training Organisations 2015 with regard to the management of Fees and Refund requirements for enrolled students.

2. SCOPE

This standard operating procedure applies to:

- General Manager Education and Training
- RTO Operations Manager
- RTO Compliance Manager
- VET Senior Administrators
- MTC Finance team
- MTC Customer Care team

3. DEFINITIONS

Recognition of Prior Learning (RPL) is simply a form of assessment of a learner's competence.

Recognition of prior learning uses evidence from formal, non-formal and informal learning (rather than from specific assessment activities directed by the RTO).

Credit Transfer is a form of National Recognition that allows a student to receive credit for previous study undertaken.

Consumer Protection Officer is the nominated individual responsible for the Consumer Protection Policy and the Consumer Protection Strategy. MTC Australia has nominated the RTO Compliance Manager as the Consumer Protection Officer.

Concession fee is a flat fee for the qualification level for disadvantaged students. Student who is receiving a specified benefit or allowance at the time of enrolment is eligible for concession.

4. REFERENCES

- [Standards for Registered Training Organisations \(RTOs\)](#)
- [Student Handbook](#)
- [VET Enrolment Form \(FA154\)](#)

ET SOP 019 Collecting and protecting fees

- [Traineeship Enrolment Form \(FA59\)](#)
- [Smart and Skilled Fee Administration Policy](#)
- [Smart and Skilled Contract Terms and Conditions](#)
- [Smart and Skilled Operating Guidelines](#)
- [NSW Skills List](#)
- [ET SOP 009 RPL CT](#)

5. PROCEDURE

5.1 Determining the fee amount

5.1.1 Full Fee-Paying Student

A full fee-paying student is any student who enrolls outside of a funding agreement/contracted course, who is paying the course fee either by their own means or through a related third party.

The fee to be paid by these students will be determined by the General Manager Education and Training and depends on:

- Cost of delivering the course including number of participants,
- Funding arrangements,
- Student's eligibility for fee concession or fee exemption,
- Fee payment Agreement signed by Student.
- Protecting fees paid in advance option maintained by MTC Australia

Note: These enrolments are accepted at the discretion of the RTO Operations Manager as we are predominately focussed on community-based adult education/social enterprise sector.

5.1.2 Smart and Skilled student (including Traineeships)

A smart and skilled student is any student who enrolls in a course advertised as being "funded by the NSW Government".

Fees and charges for students enrolling under the Smart and Skilled Program are determined in accordance with the [Smart and Skilled Fee Administration Policy](#)

The student portion of the course Fees are calculated using the Smart and Skilled Provider Calculator and students will be informed of any applicable Schedule of payments on enrolment.

These fees are also adjusted if a successful application Recognition of Prior Learning or Credit Transfer for any unit(s) of competency for the approved qualification and the new fee will be determined.

ET SOP 019 Collecting and protecting fees

The fee categories under this agreement are:

1. Standard Student – First Qualification
2. Standard Student – Subsequent Qualification
3. Apprenticeship (for qualifications offered as part of an apprenticeship pathway)
4. Traineeship (for qualifications offered as part of a traineeship pathway)
5. Concession
6. Exemption
7. Fee free training

5.1.3 Commonwealth funded student

Commonwealth funded students are those enrolled in the following programs:

- Career Transition Assistance (CTA)
- Employability Skills Training (EST)
- Self-Employment Assistance (SEA)
- Skills for Education and Employment (SEE)

These programs are “funded by the Commonwealth Government” and as such do not incur student fees payable by the students.

5.1.4 Recognition of Prior Learning/ Credit Transfer

MTC Australia adjusts the fees for all learners seeking recognition of prior learning/credit transfer for one or more units of competency.

Recognition of Prior Learning:

Where an enrolled student is granted RPL for one or more units of competency, the qualification price will be adjusted, and a new student fee will be determined. The price is based on both fixed and variable costs. The fixed cost of the qualification will be reduced by 50 percent of the proportion of units of competency granted RPL.

Where RPL for a unit of competency is assessed and only partially granted and some training delivery is still required, there is no reduction in the student fee.

Credit Transfer:

Where an enrolled Student is eligible for Credit transfer (CT) for one or more units of competency, the new qualification price will be determined. The fixed cost of the qualification will be reduced by the proportion of units of competency given credit transfer. The variable cost will be reduced by the total cost of each unit of competency granted credit transfer.

ET SOP 019 Collecting and protecting fees

*Where a student is eligible for a **Concession** and has been awarded an RPL/CT, if the adjusted standard student fee (first or subsequent) is lower than the concession fee, the student is required to pay the relevant standard student fee.*

Note: Please refer to [ET SOP 009 RPL CT](#) for further details about pricing structure.

5.2 Determining the refund amount

5.2.1 Full Fee-Paying Student

A full fee-paying student is entitled to a refund of unused portion of fee's paid, when:

- the course is cancelled by MTC Australia
- the course is rescheduled to a time and/or location that is unsuitable for the learner.
- learner requesting a withdrawal before commencement*
- learner granted withdrawal as an outcome of complaint.
- medical conditions (extended hospitalisation or illness) *
- pregnancy/childbirth
- other special circumstances as deemed appropriate on a case-by-case basis.

5.2.2 Smart and Skilled student (including Traineeships)

A smart and skilled student is right to a refund of the student portion of the course fee as described in the [Smart and Skilled Fee Administration Policy](#)

5.2.3 Commonwealth funded student

Commonwealth funded students do not pay fees and as such are not entitled to a refund.

5.2.4 Recognition of Prior Learning/ Credit Transfer

See 5.3 No refunds.

5.2.5 Discontinuing Students

MTC Australia manages fees and refund for any student who wishes to withdraw/discontinue their studies from a course in accordance with the Smart and Skilled Fee Administration policy.

All students are advised about the following withdrawal options prior to any fees being paid.

5.2.6 Withdrawal without penalty

This option allows any student to withdraw/discontinue from a course for any reason without any penalty. MTC Australia will advise a cut-off date to any student who wishes to pursue this path.

ET SOP 019 Collecting and protecting fees

5.2.7 Withdrawal after the cut-off date without penalty

This option allows any student to withdraw/discontinue from a course after the cut-off date without penalty. MTC Australia will provide the student with a statement of fees that includes all fees applied and any fees refunded, if applicable. In such cases the request is processed as follows:

- i. Student must advise MTC Australia in writing by completing the Withdrawal/Refund /Deferment Request Form.
- ii. MTC Australia will provide the student with a Statement of Attainment including transcript for completed Unit of Competency within 30 days of notification, as mentioned above, of their decision to discontinue training.
- iii. MTC Australia will provide the student an updated training plan listing the Units of Competency where an outcome has been achieved, commenced but not completed and or not commenced.
- iv. For Apprentices or Trainees, notify the local Training Services NSW Regional Office within 14 days of notification of the discontinuation of Training.
- v. MTC Australia will provide all enrolled students with results of any outstanding completed training activities and or assessments.

5.3 Transferring Students

MTC Australia manages transfer request application of students in accordance with the [Smart and Skilled Guidelines](#) and [Smart and Skilled Terms and Conditions](#). A student may wish to transfer from one Smart and Skilled Provider to the other provider under the following conditions:

- choose to transfer on their own accord.
- their initial provider closes.
- their initial provider's smart and skilled contract has been terminated.

5.3.1 Where a student chooses to transfer on their own accord.

1. *Transferring from another Smart & Skilled provider to MTC Australia*

MTC Australia will

- i. ensure that the student provides MTC Australia with a Statement of Attainment for one or more completed units of competency from the other provider.
- ii. apply the standard credit transfer rule and grant credit for similar units.
- iii. use the Smart and Skilled Provider Calculator to determine the student fee.

ET SOP 019 Collecting and protecting fees

2. *Transferring from MTC Australia to another Smart & Skilled provider*

MTC Australia will

- i. ensure that the student is provided with a Statement of Attainment for one or more completed units of competency.
- ii. other providers will fulfill their obligations as listed under **f) 1** above.

5.3.2 **Where a student wants to transfer to MTC Australia due to their Provider closure or termination of their Smart and Skilled Contract:**

MTC Australia will:

- i. ensure that the fee charged will not exceed the fee quoted by the initial provider.
- ii. if the fee to be charged exceeds the initial student fee, MTC Australia will, prior to enrolling the student, confirm with the department about the fees to be charged. Department will be responsible to pay any additional fee gap to MTC Australia.

In the above circumstances, all students transferring to MTC Australia will need to provide the following:

- i. a Statement of Attainment for one or more completed units of competency from the other provider
- ii. an up-to-date training plan issued by their initial provider listing the Units of Competency where an outcome has been achieved, commenced but not completed and or not commenced.
- iii. a statement of fees issued by their previous smart and skilled provider that includes all fees applied.

MTC Australia will calculate the student fees by entering all details listed above in the Smart and Skilled Provider calculator.

5.4 **No Refund**

A student is not entitled to a refund of any prepaid amount for:

- a) Non – Refundable deposit,
- b) Change of mind,
- c) Change of job status or conditions of employment,
- d) Inconvenience of travel,

ET SOP 019 Collecting and protecting fees

- e) Moving interstate,
- f) Withdrawal from the course due to the following actions, but not limited to:
 - Inappropriate behavior,
 - Discrimination,
 - Harassment,
 - Bullying,
 - Persistent absenteeism,
- g) Any other act which is a breach of the student code of conduct of MTC Australia,
- h) Withdrawing an application for Recognition of Prior Learning (RPL),
- i) Student provided or provides false or misleading information, or
- j) You changed your mind.

5.5 Protecting fees

The following rules of protecting fees paid in advance must be always observed:

- i. No more than **\$1,000** can be collected from a student prior to course commencement. (It is recommended to collect only a non-refundable deposit from students prior to commencement to avoid complications with refunds).
- ii. A fee payment instalment must not exceed **\$1, 500**, if the student is paying the fee in advance of training.

5.6 Requesting tax invoice

VET Training Coordinator and/or delegate:

- i. Determines the fee to be paid (as per point 5.1), in particular runs a JobReady report of ATSI status and confirms that evidence of fee exemptions and concessions are on student files.
- ii. Requests Finance Department to issue tax invoices (note: if a payee is a third party (e.g., employer), the invoice must include full student name(s).

5.7 Payment methods

- MTC Australia is committed to maintaining a safe environment for both students and staff and always has a policy of cashless enrolment.
- A payee can pay the fee, Concession fee or any other program-related charges by:

Direct deposit into Account Name: MTC Australia Ltd

BSB: 062-198 ACC: 1036 2536

Lodgement Reference: Student name

ET SOP 019 Collecting and protecting fees

5.8 Monitoring fees payment

- MTC Finance team checks whether invoices were paid and send reminders if necessary.
- Students cannot commence their course until they paid at least the non-refundable deposit.

5.9 No Fee Services

Any services provided by Customer Care Team are provided free of charge including referrals to external services. Where possible such services will be a not-for-profit organisation.

Any investigation into a complaint or appeal is also at no cost to the student.

ET SOP 019 Collecting and protecting fees

6 RECORDS

Electronic files are stored according to the requirements detailed in the following table:

Record or Form Number	Description of Record or Form	Filing Method	Filing Location	Record Holder	Access the records	Active Retention Time	Archive Retention Time	Disposal Method
ET Form 003	Enrolment Form (VET & Smart Skilled)	Soft Copy/Hard Copy	https://mtc.jobreadyrto.com.au/user/signin/	VET Training Coordinator	Restricted	'Indefinite-electronic'	'Indefinite-electronic'	'Indefinite-electronic'
Smart and Skilled Contract Terms and Conditions	Smart and Skilled Contract Terms and Conditions	Soft Copy	Smart and Skilled Contract Terms and Conditions	VET Training Coordinator	Restricted	'Indefinite-electronic'	'Indefinite-electronic'	'Indefinite-electronic'

ET SOP 019 Collecting and protecting fees

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