

# Fees, Payments and Refunds Policy and Procedure

## PURPOSE

The purpose of this policy and procedure is to outline Music SA's obligations and processes in respect to the payment of fees for Courses, and the conditions that apply for refunds.

## SCOPE

This policy and procedure applies to all Courses offered by Music SA; either accredited courses through third-party arrangements with the College of Sound and Music Production (COSAMP) RTO Code 41549 (the "RTO") or non-accredited courses.

## POLICY STATEMENT

Under a third-party arrangement with COSAMP, Music SA is obligated under the *Standards for Registered Training Organisations (RTOs) 2015* to ensure that prior to enrolment, prospective students are provided with clear and accurate information about:

- the fees associated with Course enrolment and payable, including a breakdown of all costs
- how and when fees must be paid
- how to request a refund
- the conditions under which refunds will be provided; and
- their legal rights as a consumer.

## DEFINITIONS

**Accredited Course** means a nationally recognised Australian Qualifications Framework (AQF) qualification e.g. Certificate III in Music Industry (CUA30915) delivered under a third-party arrangement with the RTO.

**Course Administration Fee** means the fee charged for processing all documentation associated with enrolling in a Course, including establishing Payment Schedule Agreements and issuing certification. This is a once-off fee paid at the time of enrolment.

**Consumer rights** means the rights afforded to all consumers of products and services under the Commonwealth Competition and Consumer Act 2010 and other relevant state legislation.

**Course** means either an accredited course through a third-party arrangement with the RTO or non-accredited courses

**Course Fees** means the total amount payable to complete an entire Course i.e. Tuition Fees plus the once-off Course Administration Fee.

**Exceptional circumstances** mean the occurrence of unforeseen events that make a student's ongoing participation in a Course either extremely difficult or impossible e.g. serious accident or illness. Tangible proof of the unforeseen event needs to be provided in order for exceptional circumstances to be considered.

**Non-accredited Course** means a course that is not nationally recognised under the Australian Qualifications Framework (AQF).

**Payment Schedule Agreement** means the arrangements negotiated with each student by Music SA in respect to how and when Course/RPL Fees will be paid. These arrangements are recorded in the Payment Schedule Agreement Form.

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### DEFINITIONS CONT.

**Schedule of Fees** means the detailed summary of costs associated with participating in Music SA Courses that is approved annually by the Music SA Board.

**RPL Administration Fee** means the fee charged for processing all documentation associated with the Recognition of Prior Learning (RPL) assessment process. This is a once-off fee paid at the time of enrolment in an Accredited Course/Unit(s) of Competency. The RPL process cannot commence until a prospective RPL candidate is enrolled in the Course/Unit(s) of Competency for which they are seeking RPL.

**RPL Assessment Fees** means the fee associated with participating in an RPL process for an Accredited Course/Unit(s) of Competency. RPL Assessment Fees are calculated at the discounted rate of 70% of the stated Course/Training Program Tuition Fee. Other arrangements may apply depending on the nature of the RPL Application.

**Short Course** means a non-accredited course module, which may be undertaken independently.

**Training Program** means one Unit of Competency, or a cluster of Units of Competency that are scheduled to be delivered and assessed over the duration of an Accredited Course, so that all Accredited Course requirements can be met and AQF certification issued. A Course will typically be comprised of eight or more Training Programs. The Delivery Schedule for a Course is published in the Course Overview.

**Tuition Fees** means the fees payable to cover the costs of all teaching, learning and assessment activities, including materials and learning resources associated with a Course. Tuition fees do NOT include specialist textbooks, or the cost of tickets to attend events that are not a compulsory part of the Course. Tuition fees are calculated at a Training Program or Short Course level, to enable students to enrol in one or more Units of Competency, instead of a whole Course.

**Unit of Competency** means the individual units of learning that comprise a AQF qualification or Skill Set that have been developed to reflect the knowledge, skills and standard of performance required in the workplace.

### REFERENCES

- Music SA Enrolment Policy and Procedure
- Music SA Complaints Policy and Procedure
- Music SA Appeals Policy and Procedure
- Standards for Registered Training Organisations (RTOs) 2015
- Users' Guide to the Standards for Registered Training Organisations 2015
- Commonwealth Competition and Consumer Act 2010

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## DOCUMENTS

The following documents support this policy and procedure:

- Music SA Complaint Form and Music SA Appeal Form
- Music SA Withdrawal/Refund Application Form
- Music SA Schedule of Fees
- Music SA Payment Schedule Agreement Form
- Music SA Training Liability Spreadsheet
- Music SA Direct Debit Request Form

## RESPONSIBILITIES

The **Music SA Board** is responsible for:

- approving the Fees, Payments and Refunds Policy and Procedure and all subsequent revisions; and
- approving the Schedule of Fees for all Courses on an annual basis; and
- participating in the complaint resolution process as outlined in the Complaints Policy and Procedure.

The **Music SA General Manager (GM)** is responsible for:

- presenting any subsequent revisions of the Fees, Payments and Refunds Policy and Procedure to the Music SA Board for approval
- presenting a recommended Schedule of Fees for each Course offered by Music SA to the Board for approval on an annual basis
- ensuring that accurate Schedule of Fees information is maintained across all mediums e.g. Course brochures and website
- ensuring that all Training staff understand their roles and responsibilities in relation to this policy and procedure; and
- responding to any complaints received by students in relation to fees, payments and refunds in accordance with the Music SA Complaints Policy and Procedure.

The **Music SA Business Manager (BM)** is responsible for:

- recommending an annual Schedule of Fees for each Course offered by Music SA to the GM
- processing all enrolment forms and receipting all monies received from students via Direct Deposit
- negotiating a Payment Schedule Agreement with each student (and any other relevant third party) using the Payment Schedule Agreement Form, and ensuring that they (or other payee) complete the Music SA Direct Debit Request Form to authorise the payment of outstanding fees via Direct Debit
- establishing and recording relevant information in a Training Liability Spreadsheet
- ensuring that all Payment Schedule Agreement Forms and copies of Direct Debit Request Forms are safely and securely stored in student files
- monitoring student compliance with their agreed Payment Schedule Agreement, and taking action to address any non-compliances where required
- all communication with students in respect to their Payment Schedule Agreements, including advising them of any pending/actual suspensions from their course
- informing relevant Training staff if a student has been suspended from attending classes due to outstanding fees

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### RESPONSIBILITIES CONT.

The **Music SA Business Manager (BM)** is responsible for: (Cont.)

- ensuring that students are only issued with AQF certification documentation e.g. Testamurs and Statements of Attainment by the RTO if all associated fees have been paid and a verified USI has been provided
- receiving and processing all student Withdrawal/Refund Application Forms
- providing a monthly report to the Music SA GM on actual vs budgeted Course fees received (as per the Training Liability Spreadsheet), and details of any pending/active suspensions and collection agency activities
- engaging and managing the services of the Music SA collection agency as required; and
- requesting a re-issue of any AQF certification from the RTO at the request of a learner and the payment of associated fees.

All **Music SA Training Staff (TS)** are responsible for:

- ensuring that all students are made aware of and understand this policy and procedure prior to enrolment
- ensuring that students receive accurate information in respect to the Schedule of Fees for all Courses offered by Music SA
- respecting any student suspension decisions made by the Music SA BM by not allowing students to participate in classes until outstanding fees are paid; and
- assisting students to catch up on any missed work while suspended where reasonably practicable to do so.

All **Students** are responsible for:

- ensuring that they fully understand all aspects of this policy and procedure by seeking clarification where necessary; and
- acting in accordance with the procedures outlined.

### PROCEDURES

#### Schedule of Fees

- 1 Music SA BM will recommend a Schedule of Fees for each Course offered by Music SA to the Music SA GM by no later than 1 September each year.
- 2 Music SA GM will present the recommended Schedules of Fees to the Music SA Board for approval by no later than mid-October each year.
- 3 Music SA GM will ensure that new Schedule of Fees information is updated across all mediums e.g. Course brochures and website by no later than 31 October each year.

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## PROCEDURES CONT.

### Pre-Enrolment Information

- 1 Music SA GM will ensure that the Fees, Payments and Refunds Policy and Procedure is easily accessible on the Music SA Courses website.
- 2 Music SA Training Staff will ensure that all prospective students are made aware of and understand their rights and responsibilities in respect to the Fees, Payments and Refunds Policy and Procedure prior to enrolment.

### Payment Schedule Agreement (Course)

- 1 Compulsory Course Fees i.e. Deposit and Course Administration Fee as detailed in the Schedule of Fees and supplied invoice must be paid by all students upon enrolment in order to secure a position in the Course.
- 2 Optional Course Tuition Fees can also be paid by students at the time of enrolment via Direct Deposit.
- 3 Music SA BM will process student enrolment forms, issue invoices, receipt monies, and record relevant information in the Training Liability Spreadsheet.
- 4 Music SA BM will negotiate a Payment Schedule Agreement with each student (and other relevant third parties if applicable) at the time of their enrolment to arrange payment of outstanding fees, and provide a copy of the signed Payment Schedule Agreement Form to relevant parties for future reference. Outstanding fees identified in the Payment Schedule Agreement can ONLY be paid by Direct Debit.
- 5 Music SA BM will arrange for students/third parties to complete the Music SA Direct Debit Request Form and ensure that they understand all related Terms and Conditions.
- 6 Where a student/third party opts to pay all course fees upfront and not enter a direct debit payment arrangement, all fees must be paid prior to commencement of the course.
- 7 Music SA BM will place copies of Payment Schedule Agreement Forms and Direct Debit Request Forms in student files as evidence that all parties have agreed to payment arrangements.
- 8 Music SA BM will establish and record relevant information in a Training Liability Spreadsheet.
- 9 Students/third parties must comply with all Conditions outlined in the Music SA Direct Debit Request Form.

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### PROCEDURES CONT.

#### Payment Schedule (Course) Cont.

- 10 In addition to the Direct Debit Conditions:
  - if a student/third party anticipates that they will not be able to meet a Direct Debit payment as per their negotiated Payment Schedule Agreement/Direct Debit Request Form due to unforeseen circumstances, they **MUST** contact the Music SA BM immediately to negotiate a remediation strategy e.g. a late payment, or change to their Payment Schedule Agreement/Direct Debit arrangements
  - if a scheduled Direct Debit payment is not made, and the Music SA BM has not been previously notified by the student/third party, a second automated Direct Debit attempt will be made 3 days later. If the second Direct Debit attempt fails, the Music SA BM will contact the student/third party within one week of the scheduled Direct Debit date, to investigate the situation and negotiate a remediation strategy e.g. a late payment, or change to their Payment Schedule Agreement/Direct Debit arrangements; and
  - if a scheduled Direct Debit payment is not received on a subsequent occasion, the Music SA BM will write to the student informing them that they will be suspended from attending classes after a period of two weeks if outstanding monies are not paid within this time, and that this suspension will continue until all outstanding monies are paid.
- 11 The Music SA BM will alert the relevant trainer of any possible student suspensions and keep them updated on progress.
- 12 Students who are suspended will **NOT** be able to participate in any Course activities until all outstanding monies have been paid.
- 13 Students will need to negotiate with their trainer to catch up on any work missed during their period of suspension. Students can only expect their trainer to make arrangements that are reasonably practicable in terms of cost and logistics.
- 14 Outstanding payments of over 30 days will be referred to Music SA's collection agency and will attract additional fees and legal costs. These arrangements will be negotiated by the Music SA BM.
- 15 The Music SA BM will provide a monthly report on actual vs budgeted Course fees received to the Music SA GM (as per the Training Liability Spreadsheet), and details of any pending/active suspensions and collection agency activities.

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### PROCEDURES CONT.

#### Payment Schedule (RPL)

- 1 Once a prospective RPL candidate has applied for RPL (using the RTO RPL/Credit Transfer Application Form) and they have met with an Assessor to determine the extent of their eligibility for RPL, they must complete a Music SA Enrolment Form and pay all compulsory up-front fees i.e. the RPL Administration Fee and Compulsory RPL Assessment Fee via Direct Deposit to Music SA before the RPL assessment process can proceed.
- 2 Music SA BM will process student enrolment forms, issue invoices, receipt monies, and record relevant information in the Training Liability Spreadsheet.
- 3 Music SA BM will negotiate a Payment Schedule Agreement with each RPL applicant at the time of their enrolment to arrange payment of outstanding RPL Assessment Fees, and provide them with a copy of the signed Payment Schedule Agreement Form for future reference. Outstanding RPL Assessment Fees identified in the Payment Schedule Agreement can ONLY be paid by Direct Debit.
- 4 Music SA BM will arrange for students to complete the Music SA Direct Debit Request Form and ensure that they understand all related Terms and Conditions.
- 5 The maximum number of Direct Debit payments that will be allowed for the payment of outstanding RPL Assessment Fees will be THREE. These payments must be made within the calendar year that the RPL process was initiated or the compulsory up front payments will be forfeited.
- 6 Music SA BM will place copies of Payment Schedule Agreement Forms and Direct Debit Request Forms in student files as evidence that all parties have agreed to the payment arrangements.
- 7 Music SA BM will establish and record relevant information in a RTO Training Liability Spreadsheet.
- 8 Students must comply with all Conditions outlined in the Music SA Direct Debit Request Form and as outlined in the Payment Schedule (Course) procedure.
- 9 Any refunds processed for students/third parties on a direct debit agreement using a bank account will be to the same bank account listed on the agreement.

#### Issuance/Re-Issuance of AQF Certification (Accredited Course)

- 1 Music SA BM will not request the issuance of a Testamur or Statement of Attainment from the RTO to a learner until all outstanding monies owed to Music SA are paid.
- 2 Music SA BM will request the re-issuance of a Testamur or Statement of Attainment from the RTO at the request of a learner upon the payment of an administration fee of \$10 for each parchment.
- 3 Music SA will request the re-issuance of an authenticated Academic Transcript from the RTO at the request of a learner upon the payment of an administration fee of \$5 (up to two copies).

#### Issuance/Re-Issuance of Certification (Non-Accredited Course)

- 4 Music SA BM will not issue a Certificate of Completion to a learner until all outstanding monies owed to Music SA are paid.
- 5 Music SA BM will issue a Certificate of Completion at the request of a learner upon the payment of an administration fee of \$10 for each parchment.
- 6 Music SA will re-issue an authenticated Academic Transcript at the request of a learner upon the payment of an administration fee of \$5 (up to two copies).



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### PROCEDURES CONT.

#### Withdrawals/Refunds (Course/Training Program)

- 1 Students who wish to partially or fully withdraw from a Course must complete the Music SA Withdrawal/Refund Application Form and submit to the Music SA BM for processing. This Form is available from the Music SA Courses website, or by contacting the Music SA BM.
- 2 The Music SA BM will be responsible for processing all Withdrawal/Refund Application Forms and for maintaining all financial records.
- 3 A FULL refund for any monies paid by a student will only be given if a completed Withdrawal/Refund Application Form is received by the Music SA BM at least 28 days prior to Course commencement, unless they are able to prove they have exceptional circumstances.
- 4 Students who submit a Withdrawal/Refund Application Form to Music SA less than 28 days prior to the commencement of their Course and within two weeks of Course commencement, will receive a FULL refund for any monies paid LESS their Deposit and Course Administration Fee.
- 5 Students who wish to withdraw completely from their Course AFTER two weeks from the commencement of the first scheduled Short Course/Training Program will receive a FULL refund for any monies paid in advance LESS their Deposit, Course Administration Fee and Tuition Fees associated with the first Short Course/Training Program.
- 6 Students who wish to withdraw from any subsequent Short Course/Training Program (but who intend to continue with their enrolment) must do so at least 21 days prior to the scheduled commencement date of the Short Course/Training Program from which they wish to withdraw to receive a FULL refund for any Tuition Fees paid in advance for that Short Course/Training Program. No refund will apply for Withdrawal/Refund Application Forms received after this time, unless the student is able to prove that they have exceptional circumstances.
- 7 Students who wish to withdraw completely from their Course must do so at least 21 days prior to the scheduled commencement date of the next Short Course/Training Program to receive a FULL refund for any Tuition Fees paid in advance for that and other Short Courses/Training Programs. If notification is not received until after this census date, the student will receive a FULL Refund for any Tuition Fees paid in advance, LESS the fees associated with the next Short Course/Training Program.
- 8 If applicable, students will be required to pay any outstanding fees for Short Courses/Training Programs completed to finalise the Course withdrawal process.
- 9 The payment of any outstanding fees will be pursued by Music SA in the first instance and then a collection agency if fees are outstanding by more than 30 days. Additional fees and legal costs will apply if a collection agency is engaged.



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### PROCEDURES CONT.

#### Withdrawals/Refunds (RPL)

- 1 If a student wishes to withdraw from the RPL process the following conditions apply:
  - A full refund MINUS the RPL Administration Fee if their Withdrawal/Refund Form is received within 60 days of their enrolment, BUT prior to the submission of their RPL Application Kit and portfolio of evidence; and
  - NO refunds will apply once the RPL Application Kit and portfolio of evidence is received by the regardless of how much time has elapsed, and the outcome of the RPL assessment process.

#### Failure of the Music SA to Provide Agreed Services

Students will be provided with a full refund for any services not provided by Music SA in the event that a course does not commence after enrolments have been taken, or is terminated earlier than agreed.

#### Complaints

If the student wishes to complain about the adequacy of any process or decision made in relation to Music SA fees, payments and refunds, they should refer to the Music SA Complaints Policy and Procedure available on the Music SA Courses website, or contact the Music SA Business Manager.

All formal complaints must be lodged using the Music SA Complaint Form.

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### STATUS AND DETAILS

Category:	Enrolment
Reference Code:	MSAT-POLP-ENR:2-V1.2
Version No:	V1.2
Status:	Current
Commencement Date:	21/10/2020
Review Date:	21/10/2023
Authorising Authority:	Music SA Board
Authorisation Date:	21/10/2020
Accountable Officer:	Music SA Business Manager