



Fees, Charges & Refunds

Global Institute (GI) undertakes to provide course services as outlined in the *Course Fees Agreement*.

1.1 Fees and Charges

Prior to enrolment, GI notifies clients of a range of fee information in a *Course Fees Agreement*. This fee information includes:

- All fees payable to GI, clearly describing all costs involved with the course;
- How and when fees must be paid;
- How to request a refund;
- The conditions under which a refund would be provided; and
- The student's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies.

GI publishes all fees and charges. GI details its fees and charges including, but not limited to:

- Compulsory fees;
- Additional charges or co-contributions;
- Application process for exemptions and concessions;
- Methods of collection; and
- Refund information.

Where a student is being enrolled under any loan or delayed payment arrangement, the terms of the arrangement are clearly stated, including:

- Any debt that may be incurred;
- When repayment is required;
- Under what conditions; and
- Any associated fees, indexation or interest.

This information forms part of the *Course Fees Agreement*. Information provided to clients is consistent with GI course services arrangements. GI ensures all fees and charges related to the provision of training services are outlined to all parties prior to enrolment. Information provided is clear, accurate and sufficient to enable an informed choice.

GI fees are designed to minimise the impact of fees and charges, through flexible payment plans, dependent on service type. GI is committed to cost efficiency for Recognition of Prior Learning (RPL) applications and will at all times seek to complete RPL applications at the same cost or lower than normal course delivery costs.

1.1.1 Course Tuition Fees

All fees are published and available on the GI website. Published fees information includes fee rates for each training product, including full fee for service, subsidised, concession and exemption fee rates for each course and relevant government jurisdiction.

GI charges students (and/or their employer or school) the mandatory or at least the minimum course tuition fee in accordance with the relevant specific jurisdictional training initiative requirements.

1.1.2 Student Support Services Fees

If any specific student support options available attract an additional cost, GI makes this clear in pre-enrolment information and as a part of the *Course Fees Agreement*. Similarly, if there are limitations to the support GI is able to provide to particular Student cohorts, these limitations are also made clear in information provided to potential Students.

GI ensures support provided is reasonable and accessible, with clear and accurate information on these items is included in the GI's *Student Handbook*.



1.1.3 Incidental Expenses Resource Other Fees

There may be some instances of a personal cost to a Student over and above the general course fees. These costs include:

- *Essential equipment and other items* that the student has the choice of acquiring from GI, or from a supplier other, that become the physical property of the student, are retained by the student on completion of training, and are not consumed during the training. Example: tool kit.
- An optional charge for *an item that is not essential* for the Student to complete the training.
- An optional charge for an *alternative form of access* to an item or service that is an essential component of the training but is otherwise made readily available at no additional fee by GI.
- *Field trips and food, transport and accommodation costs* associated with the provision of field trips that form part of the training.
- *Any textbook* the Student requires for their course that is retained by the Student after completion of the qualification.

Other fees may be charged for alternate forms of access to essential goods or services that are otherwise made available by GI at no additional cost, such as course reading material that is available free of charge through another source.

These fees do not exceed cost recovery. Any increases to the resource fee must not exceed a Perth consumer price index (CPI) increase of 1%. Where appropriate, accountable officers may apply a resource fee to new or existing courses where they have not previously applied.

Trainees and apprentices are not exempt from these fees. However, GI provides Trainee Record Books to trainees and apprentices free of charge.

For each qualification, GI publishes on its website any additional costs that a Student will or may incur and ensure that Students are aware of these costs prior to enrolment.

GI provides the student or employer (where relevant) with receipts for any monies collected by GI for incidental expenses. GI retains copies of receipts issued.

Services Not Incurring Fees

GI does not charge Students separate fees for goods and services that are considered an RTO's responsibility.

For example, GI does not charge fees for costs associated with goods and services such as enrolment, records archiving, the purchase or depreciation of equipment or general infrastructure, IT support, and access to general learning and personal support services such as mentoring, study skills programs and career guidance. Separate fees may not be charged for negotiating training plans or determining employers' capacity to train.

Fees are not charged for any items that will be retained by the student as their own personal property, such as tools, protective clothing or textbooks. Such items are purchased separately by the student.

1.1.4 Embedded Qualifications

In some cases, a qualification may include all the units of competency required to complete a lower level qualification, an 'embedded' qualification. The student may wish to be issued with a testamur for the lower level qualification in addition to the higher one they enrolled in.

In this case the student has paid the fee for the higher level qualification. GI does not charge an administrative fee to produce the additional testamur.

1.1.5 Co-enrolments

GI charges a fee for each government subsidised course that a student enrolls in, as relevant to the relevant government contractual requirements.

1.1.6 Repeated Assessment

Students are able to attempt assessment to complete a unit of competency on three (3) occasions within their initial course fee. GI does not levy additional fees for these attempts.



1.2 Government Loan, Funding, Subsidy & Support Entitlements

GI ensures each student is made aware of how undertaking training and assessment will impact their access to further government funded training. This includes ensuring that students are aware of any government funding entitlement that may reduce their ability to access such funding in the future (such as arrangements that limit funding to one qualification for a person),

GI also provides advice on these arrangements prior to enrolment, via the Course Fees Agreement.

The total course fee for a government subsidised course is divided into two components:

- The Fee (to the Student employer employee); and
- The Subsidy (paid by the relevant government body).

In cases of government funding or subsidy, the Course Fees Agreement also includes the approximate value of the contribution from government towards the qualification(s) in which the student is considering enrolment.

The following government contractual jurisdictional arrangements apply to GI fees and charges.

1.2.1 Australian Capital Territory

GI ensures all fees and charges related to the provision of training services are outlined to all parties prior to enrolment. Information provided is to be clear, accurate and sufficient to enable an informed choice.

GI publishes all fees and charges including, but not limited to:

- compulsory tuition fees;
- additional charges or co-contributions;
- application process for exemptions and concessions;
- methods of collection; and
- refund information.

GI ensures students are provided with information regarding eligibility for the ACT Completion Payment prior to finalisation of enrolment.

GI charges students at least the minimum tuition fee in accordance with the specific training initiative.

GI collects, records and retains all evidence relating to fee transactions. Where a fee concession, waiver, exemption or refund is granted, GI retains all supporting evidence relating to the decision for each student.

GI has a formal process in place to support the assessment of student eligibility for waiving any remaining fees and charges, after concessions have been applied, as outlined below.

Student Loans

Where a student obtains a Commonwealth Government student loan through GI, GI complies with all the requirements of the Commonwealth Government loan program.

Information for students on the current Commonwealth Government VET loan program, VET Student Loans, is available from the Commonwealth Government's Study Assist website at:

www.studyassist.gov.au/sites/studyassist/vet%20student%20loan

VET Student Loans Fee Administration Policy

GI ensures each student is given access to the Fee Administration Policy before or at the time of enrolment.

1.3 VET Student Loans – Fee & Loan Arrangements

Students may access VET Student Loans to obtain a loan for course tuition fees. As VET Student Loans may only cover tuition fees, any other fees and charges must be borne by the student. The requirements around other fees that are incidental to study are to help ensure that any upfront costs to students are kept to a minimum and to what may reasonably and fairly be charged to a student.



1.3.1 Determining tuition fees

GI determines the tuition fees for each approved course it offers. In determining tuition fees GI does not have regard to any of the following:

- A matter related to the manner or timing of:
 - payment of tuition fees by students; or
 - payment of loan amounts by the Secretary to GI;
 - (for example, discounts/cheaper fees cannot be offered if students are paying with cash compared with fees for students paying with a loan).
- Fees payable for anything other than:
 - assessing whether a student is academically suited to undertake the course; and
 - enrolment in the course; and
 - tuition for the course; and
 - examination for the course; and
 - award of a qualification for completion of the course
- Fees payable for a particular form of access to a good or service that is essential for all or part of the course and access to which in another form is provided by GI without additional charge.
- Fees paid by a student enrolled in the course directly to GI for the supply of a good or service that the student could have acquired, but chose not to acquire, from another supplier for:
 - equipment or physical items that become the student's property and are not consumed during the course; or
 - food, transport or accommodation associated with the provision of field trips that form part of the course;
- A fine or penalty imposed by GI as a disincentive for something other than withdrawing from all or part of the course, and not to raise revenue or cover administrative costs; or
- The provision to a student enrolled in the course of a good or service that is not essential for all or part of the course.

1.3.2 Student not liable for covered fees

If GI enrolls a student in a course, GI gives the student a written statement as to whether or not the enrolment is accepted on the basis that some or all of the tuition fees for the course will be covered by a VET student loan.

This means that where a student enrolls in a course with the understanding that part of the student's fees are covered fees, and the Secretary is not required to pay the loan amount for the student, GI does not require or ask the student to pay GI the amount of the covered fees.

1.3.3 Providing and publishing fee information for students

Before enrolling a student in an approved course, GI gives to the student information about (among other things) the tuition fees for the course and any fees other than tuition fees that are payable for the course.

GI publishes tuition fees on their website in a readily accessible way no later than the day before a student enrolls in a course (on the basis that some or all of the fees are covered by a VET student loan).

Giving the Secretary a list of fees

GI gives to the Secretary, in the manner and form approved by the Secretary, in relation to each approved course offered by GI, a list of the fees charged for the course including the tuition fees for each part of the course. GI updates the list whenever there is a change to the fees charged for the course.

The *My Skills* website (www.myskills.gov.au) is the required form for giving to the Secretary the list of the current and up to date fee information, including tuition fees and other fees, for approved courses under the VET Student Loans program. The list must be updated whenever there is a change to the fees charged for the course.

GI publishes course fees on MySkills by 1 December of the previous year, or prior to enrolling students in approved courses, whichever is the earlier.

1.3.4 Fee periods

GI determines at least three fee periods for an approved course and may determine different fee periods for different students. The fee periods of the course must be sequential and together equal the duration of the course, be of equal (or approximately equal) length based on the estimated duration of the course and each contain at least one census day for the course.



This requirement ensures students incur debts as they progress through a course and not in one hit at the commencement of the course.

The length of fee periods that are yet to start may be changed proportionally to the change in time for the overall duration of the course. However, the changed fee periods must be of equal, or approximately equal length. For example, if a student switches from full time to part time study the length of their course – and consequently of their fee periods – may increase.

It will also allow students to indicate to the department their progression and engagement throughout their course in order to continue to access the loan.

Length of fee periods

The length of a fee-period depends on the duration of the course. Providers should structure their courses so that there is sufficient time between enrolment and the start of a course to accommodate the 2-business day gap for requesting a loan and issuing invoices. The department may refer information to ASQA regarding the delivery of courses that do not appear to align with expected volume of learning as published in the AQF.

There is no requirement to publish fee-periods, however there must be a minimum of one census day in each fee period and they must be reasonably sequential and proportionate.

1.3.5 Charging tuition fees over periods for a course

GI only charges tuition fees for an approved course as follows:

- The fees to be covered by VET Student Loans, and any other tuition fees, are to be reasonably apportioned over:
 - the fee periods for the course; and
 - the parts of the course included in the fee periods; and
 - none of the tuition fees for the course are to be payable outside a fee period for the course

GI may charge on the basis of an estimate of tuition fees if at the time the course begins GI does not know:

- The total of the tuition fees for the course; or
- The duration of the course; or
- Whether a student will need to pay all of the tuition fees usually payable for the course.

The estimate cannot exceed the maximum tuition fees mentioned in marketing of the course. If the actual total of the tuition fees for the course exceeds the estimate, GI may charge the excess only during the final fee period for the course.

1.3.6 Fee periods and complying with State or Territory funding arrangements

GI does not have to comply with the fee period requirements if compliance with these requirements would be inconsistent with an arrangement GI made with an authority of a State or Territory, and:

- GI is fully complying with that arrangement; and
- GI has provided a written notice to the Secretary describing the arrangement, GI's full compliance with the arrangement, and how the arrangement prevents GI from complying with the above and the extent of the non-compliance.

1.3.7 Fees other than tuition

GI does not charge fees other than tuition fees.

1.3.8 Fees that cannot be charged

GI does not require fees to be paid for:

- Assessments to determine whether a student is academically suited to undertake a course; or
- Applying for enrolment, or enrolling in, an approved course.

1.3.9 Variations to tuition fees

GI may only vary a published tuition fee for a course or a part of a course:

- If the Secretary has given GI written approval of the proposed variation; or
- If the change:
 - occurs before the published census date; and



- does not disadvantage students enrolled in, or seeking to enrol in that course or part of the course; and
- is necessary to correct an administrative error or deal with a change in circumstances.

GI publishes the varied information on its website as soon as practicable after making that decision.

1.3.10 Loan fee

A loan fee of 20 per cent applies to VET Student Loans for full fee paying-students. The amount of the VET Student Loans debt is the amount of the VET Student Loans provided for a part of a course or unit, plus the VET Student Loan fee. The VET Student Loan fee is not included in a person's FEE-HELP balance but is included in a person's VET Student Loans debt.

1.3.11 Loan applications

Students must use the Commonwealth Government's eCAF system to apply for a VET student loan. Students must submit the eCAF prior to the first census day for which they wish to access a loan.

Providers cannot delete an eCAF once it has been submitted by a student. However, GI may be able to delete an eCAF that has not been submitted by the student, if the student does not wish to access a VET Student Loan.

Collection and verification of certain information

GI's processes and procedures must require the collection and verification of the following information and documents relating to a student applying for a student loan including:

- Information about the student's identity and date of birth;
- If the student is under 18, information that:
 - one of the signatories to the application is a responsible parent of the student (by submission of the signed parental consent form); or
 - the student has received youth allowance on the basis that the student is independent within the meaning of Part 2.11 of the Social Security Act 1991 (GI must receive from the student evidence of this assessment in the form of their Centrelink Income Statement.)
- Information and documents to establish that the student meets the citizenship and residency requirements.
- If the student has applied for, but not been issued with a tax file number (TFN), a certificate from the Commissioner that the student has applied for a TFN.

Students under the age of 18

GI is required to obtain a parental consent form before entering new enrolment data for an intended eCAF.

Monitoring student engagement

Students use the eCAF to demonstrate they are engaged with their training. Students will be required to indicate continuing engagement only after at least four months have elapsed since their eCAF application was submitted, or they last indicated engagement.

1.3.12 Providing a VET Student Loan Statement of Covered Fees

When GI has enrolled a student in a course, GI gives the student a written statement as to whether or not the enrolment is accepted on the basis that some or all of the tuition fees for the course will be covered by a VET student loan. Where tuition fees are covered by a VET student loan, they are known as 'covered fees.'

The statement:

- Is titled the 'VET Student Loan Statement of Covered Fees;' and
- Includes certain information about GI and the course:
 - the student's name, residential address, phone number and email address;
 - GI's name, any other business name that GI uses and GI's RTO registration code;
 - the date of the notice;
 - the student's student identification number as issued by GI;
 - the student's Commonwealth Higher Education Student Support Number (CHESSN), if available;
 - the student's student identifier (USI); and
 - the name of the course.

If the enrolment is accepted on the basis that only some of the tuition fees for the course will be covered—the statement shows the amounts of the tuition fees that will, and will not, be covered by the VET student loan.



GI gives the notice to the student after the student enrolls in the course and before the first census day for the course. The VET Student Loan Statement of Covered Fee is given at the same time and as part of the same notice as the VET Student Loan Fee Notice for the first fee period of the course.

1.3.13 4.11.2 Providing a VET Student Loan Fee Notice

When a student is enrolled in a course, GI gives a student a notice known as a 'VET Student Loan Fee Notice' in relation to each fee period.

GI gives the notice to the student at least 14 days before the first census day in the fee period. More than one census day may be included in the fee notice – for example, GI may wish to provide one fee notice for a term or semester's study.

GI does not give the notice to the student more than 42 days before the beginning of the fee period.

Information included in the VET Student Loan Fee Notice includes the following:

- The student's name, residential address, phone number and email address;
- GI's name, any other business name that GI uses and GI's RTO registration code
- The date of the notice;
- The student's student identification number as issued by GI;
- The student's Commonwealth Higher Education Student Support Number (CHESSN) if available;
- The student's student identifier (USI);
- The name of the course;
- The names of the parts of the course included in the fee period;
- An identifying code for each part of the course included in the fee period;
- The census day for each part of the course included in the fee period;
- For each part of the course included in the fee period:
 - the amount of the tuition fees that are to be covered by a VET student loan; and
 - the amount of HELP debt the student will accrue (which could be up to 120% of the loan amount concerned); and
 - the amount of the tuition fees that is to be paid by the student, and when the amount must be paid;
- A statement that:
 - withdrawal of the student's enrolment in a part of the course before the census day for the part of the course must be in accordance with GI's procedure; and
 - if the student withdraws from a part of the course before the census day for the part of the course, the student will not incur a VET student loan debt for the part of the course and will receive a refund for any up-front payment of tuition fees;
- Information about how to withdraw, including where to find a copy of GI's procedure for withdrawal;
- Information on the student's right to request the correction of information contained in the notice in accordance with GI's information handling procedure;
- Advice that the student may be required to communicate the student's agreement for the Secretary to continue to use a VET student loan to pay tuition fees for the course;
- Advice that a VET student loan will not be used to pay the covered fees for a part of the course if the student advises GI before the census day for the part of the course that the student does not want the tuition fees to be paid using a loan; and
- Advice that any VET student loan debt will remain a personal debt until it is repaid to the Commonwealth.

1.3.14 4.11.3 Providing a Commonwealth Assistance Notice

GI gives a student who is enrolled in a part of course on the census day for that part of the course, and who has a VET student loan for the course, a notice that is known as a 'Commonwealth Assistance Notice'.

The notice is given to the student between the census day for the part of the course and 28 days after the census day. A notice can cover more than one part of the course (that is include more than one census day) provided the information is provided in relation to each part of the course and is compliant with the 28-day timeframe in all cases.

Information to be included in the Commonwealth Assistance Notice includes the following:

- The student's name, residential address, phone number and email address;
- GI's name and any other business name that GI uses;
- The date of the notice;
- The student's student identification number as issued by GI;



- The student's Commonwealth Higher Education Student Support Number (CHESSN);
- The student's student identifier (USI);
- The name of the course;
- The name of the part of the course;
- An identifying code for the part of the course;
- The census day for the part of the course;
- The student's tuition fees for the part of the course;
- The amount of the student's tuition fees that are covered by a VET student loan;
- The amount of HELP debt the student will accrue (which could be up to 120% of the loan amount);
- The amounts of any payments of the tuition fees made by the student; and
- Information on the student's right to request the correction of information contained in the notice in accordance with GI's information handling procedure.

1.3.15 4.11.4 How notices are to be provided

GI send the VET Student Loan Fee Notice and the Commonwealth Assistance Notice to:

- The student's personal email; and/or
- The student's postal address; and/or
- To the student by another method agreed by the student.

Note that a student's email address issued by GI or its agent is not considered the student's personal email address.

1.4 Fee Concessions and Exemptions

Fee concessions and exemptions apply to a range of publicly funded vocational education and training course services provided by GI across jurisdictions.

GI collects, records and retains all evidence relating to fee transactions. Where a fee concession, waiver, exemption or refund is granted, GI retains all supporting evidence relating to the decision for each student.

GI has a formal process in place to support the assessment of Student eligibility for waiving any remaining fees and charges, after concessions have been applied. GI only permits a fee concession or exemption for a student where evidence supporting the eligibility for concession or exemption is obtained from the Student prior to the finalisation of enrolment process.

Fee concession and exemption arrangements do vary depending on the jurisdiction and government support program available. Please refer to the following table for fee concession and exemption information relevant.

A Student is eligible for a fee concession if, at the commencement of training they:

- Hold a current Health Care Card or Pension Card; or
- Can prove genuine hardship.

Where the student is under 18 years of age this rule will apply if the parent/guardian holds one of the above cards. GI may choose to waive the remaining tuition fee for Students that are eligible for a fee concession.

Exemption

The tuition fee is not charged where:

- The employer is the RTO for its own Student; or
- The students leaves one employer and recommences within 12 months with another employer, in the same qualification and with the same RTO; or
- The student is required to go to a different RTO as a result of a change of RTO process; or
- The student is an ASBA and the school is the RTO.

Skilled Capital

GI offers a fee concession to eligible students in certain circumstances. A student is eligible for a fee concession if, at the commencement of training they:

- Hold a current Health Care Card or Pension Card; or
- Can prove genuine hardship.

Where the student is under 18 years of age this rule will apply if the parent/guardian holds one of the above cards. GI may choose to waive the remaining tuition fee for students that are eligible for a fee concession.



1.4.1 New South Wales

Fee Free Traineeships

Trainee eligibility

NSW trainees, including school-based trainees, whose traineeship qualification is funded under Smart and Skilled and who commence subsidised training on or after 1 January 2020 are eligible. This includes:

1. Trainees who commence subsidised training for the first time on or after 1 January 2020.
2. Trainees whose traineeship is cancelled and subsequently recommence a traineeship in the same vocation with a different employer and recommence subsidised training on or after 1 January 2020.
3. Trainees whose traineeship is cancelled and subsequently commence a new traineeship in a new vocation with the same/different employer and commence in subsidised training on or after 1 January 2020.
4. A trainee who has completed a traineeship and is undertaking a subsequent traineeship and is commencing the subsidised training in the subsequent traineeship on or after 1 January 2020.

Trainees who fit eligibility category 2 and 3 above, and in some scenarios 4, must be awarded Credit Transfer and/or Recognition of Prior Learning (CT/RPL) where relevant. This must be reflected in the Notification of Enrolment through the Provider Calculator and reported in training activity data through eReporting.

Where this occurs, only the proportion of training that is commenced and undertaken after 1 January 2020 in the new traineeship qualification is fee free.

GI validates the trainee's eligibility with the employer and may also use any other information available to assist in assessing eligibility.

Specific trainee exclusions from eligibility

A NSW trainee who commenced subsidised training prior to 1 January 2020 and subsequently, on or after 1 January 2020 recommences their subsidised training:

- a) with the same provider, and is employed by the same employer and in the same vocation, or
- b) changes provider and remains party to a training contract with the same employer and in the same vocation,

is not eligible for fee free training. The trainee must be granted CT/RPL and be subject to reduced fees due to CT/RPL.

A student who commenced subsidised training under a School Based Traineeship prior to 1 January 2020 and then transitions to a full apprenticeship on or after 1 January 2020 are not eligible for fee free training for their full apprenticeship.

Concession fees

Concession fees are discounted fees for disadvantaged students. Concessions fees are a flat fee for the qualification level.

A student who receives a specified Commonwealth Government welfare benefit or allowance is eligible for a concession fee for a qualification up to and including Certificate IV. A student who is receiving a specified benefit or allowance at the time of enrolment is eligible for a concession.

These benefits and allowances include:

- Age Pension;
- Austudy;
- Carer Payment (this category does not include the Carer Allowance or Carer Adjustment Payment);
- Disability Support Pension;
- Farm Household Allowance;
- Family Tax Benefit Part A (maximum rate);
- JobSeeker Payment;
- Parenting Payment (Single);
- Special Benefit;
- Veterans' Affairs Pensions;



- Veterans' Children Education Scheme;
- Widow Allowance; and
- Youth Allowance.

The concession fee is also available to a student who is a dependant of a person receiving a specified Commonwealth Government welfare benefit or allowance. To be eligible for the concession the person who the student is a dependant of must be receiving the benefit or allowance at the time of enrolment.

There are no concessions for students enrolling in Diplomas and Advanced Diplomas.

Fee for concession students where recognition of prior learning and/or credit transfer has been awarded

Where a student is eligible for a concession and has been awarded RPL and/or CT, if the adjusted Standard Student fee (First or Subsequent) is lower than the concession fee, the student will pay the relevant Standard Student fee.

Proof of eligibility

GI of a specified Commonwealth Government welfare benefit or allowance must provide the following proof of eligibility for a concession:

- A letter from the Department of Human Services (Centrelink) confirming receipt of the benefit. The letter should clearly show the Centrelink Reference Number (CRN) and the benefit or allowance category; or a current concession card that shows the CRN and clearly shows the benefit or allowance category; or
- A current Centrelink income statement that clearly shows the CRN and the benefit or allowance category; or
- Any other evidence that clearly shows the CRN and the benefit or allowance category; or
- Documentary evidence from the Department of Veterans' Affairs stating their pension/benefits status; or
- For people applying for Austudy or Youth Allowance, an approval letter from Centrelink that shows the CRN and indicates that commencement date of their benefit is within two weeks of their enrolment or two weeks within the date of the first class attendance or participation in training.

An individual who is seeking a concession as a dependent child, spouse or partner of someone who is receiving a specified Commonwealth Government welfare benefit or allowance must provide documentary evidence that Centrelink recognises the individual as the dependant. The evidence should clearly show the CRN of the benefit or Commonwealth Government welfare recipient.

Fee exemptions

Students who qualify for a fee exemption are:

- Australian Aboriginal and Torres Strait Islander people;
- People with a disability(ies) (that is people who meet the disability fee exemption criteria, including the dependent child, spouse or partner of a recipient of a Disability Support Pension). (See also Proof of eligibility for fee status);
- Refugees and asylum seekers (that is people who meet the refugee and asylum seeker eligibility and exemption criteria specified); or
- Recipients of Fee-Free Scholarships.

Frequency of exemption

Australian Aboriginal and Torres Strait Islander students and students that meet the Smart and Skilled disability fee eligibility requirements ("students with a disability(ies)") and students who meet the refugee or asylum seeker eligibility and exemption criteria ("students who are a refugee or asylum seeker") will be exempt from fees for any Smart and Skilled enrolments for which they are eligible.

Australian Aboriginal and Torres Strait Islander students, "students with a disability(ies)" and students who are a refugee or asylum seeker must meet the Smart and Skilled eligibility criteria or be a NSW apprentice or a NSW new entrant trainee undertaking a Skills List traineeship qualification.

Fee exemption Aboriginal and Torres Strait Islander students

Australian Aboriginal and Torres Strait Islander students prove their status and eligibility for a fee exemption through descent, self-identification and community identification.

Students will need to declare their status and be able to provide documentary evidence of community identification, if required.



Fee exemption Students with a disability(ies)

A student who seeks a fee exemption on the basis of disability will need to provide:

- A letter from Centrelink confirming receipt of the Disability Support Pension. The letter should clearly show the Centrelink Reference Number (CRN); or
- A current Disability Pensioner Concession Card that shows the CRN; or
- A current Centrelink income statement for the Disability Support Pension, which clearly shows that income is for the disability pension and also shows the CRN; or
- Any other evidence that clearly shows the CRN and confirms receipt of the Disability Support Pension; or
- Documentary evidence of support demonstrating a clear additional need as a result of the student's disability. This evidence must be a letter or statement from:
 - a medical practitioner; or
 - an appropriate government agency such as Veteran's Affairs or a TAFE NSW teacher consultant (for students with a disability), a school counsellor or special education coordinator, Centrelink, a Disability Service Provider, or a Job Capacity Assessor; or
 - a specialist allied health professional (including a rehabilitation counsellor, psychologist, speech pathologist, or occupational therapist).

An individual who is seeking an exemption as a dependant child, spouse or partner of someone who is receiving a Commonwealth Government Disability pension must provide documentary evidence that Centrelink recognises the individual as a dependant. The evidence should clearly show the CRN of the Disability Pension Recipient.

Fee free training Refugees and asylum seekers

Refugees and asylum seekers who hold particular visas are eligible for Smart and Skilled. Individuals who hold one of the below visas are eligible for Smart and Skilled. Additionally, individuals who hold any of these visas are eligible for fee-free training for qualifications up to and including Certificate IV.

A student who seeks a fee exemption on the basis of their visa status will need to provide visa documentation, or documentation such as an ImmiCard where appropriate, which states that they hold one of the visas specified.

Permanent visas

- Emergency rescue visa (Subclass 203)
- Global special humanitarian programme visa (Subclass 202)
- In-country special humanitarian programme visa (Subclass 201)
- Protection visa (Subclass 866)
- Refugee visa (Subclass 200)
- Woman at Risk visa (Subclass 204).

Temporary visas

- Bridging Visa A (BVA)
- Bridging Visa B (BVB)
- Bridging Visa C (BVC)
- Bridging Visa D (BVD)
- Bridging Visa E (BVE)
- Safe Haven Enterprise visa (Subclass 790)
- Temporary Humanitarian Concern visa (Subclass 786)
- Temporary Humanitarian Stay visa (Subclass 449)
- Temporary Protection visa (Subclass 785).

Fee-Free Scholarships

Smart and Skilled Fee-Free Scholarships are a category of "Fee Exemption"; meaning that Fee-Free Scholarship recipients are exempt from paying student fees. Training providers will be compensated for the student fee revenue foregone as a result of the student being fee exempt rather than paying the concession fee.

To be eligible for a Smart and Skilled Fee-Free Scholarship, individuals must first meet the rules for the relevant program.



Smart and Skilled eligible students undertaking a full qualification up to and including Certificate IV may be eligible for a Smart and Skilled Fee-Free Scholarship and are:

- Aged between 15 and 30 (inclusive) at the start date for training and eligible for a concession fee (i.e. a Commonwealth Government welfare recipient); or
- Commencing in training from 1 January 2016 and meet the Out-of-Home Care definition at the time of enrolment and are:
 - aged 15-17 years and currently in out-of-home care; or
 - Aged 18-30 years and previously in out-of-home care; or
- Aged 15 and over, commencing in training 1 July 2016 and be able to disclose (self-declare) at enrolment that they meet the domestic and family violence definition.

Individuals are eligible for one scholarship per financial year (commencing 1 July 2015) and a maximum of two scholarships over four financial years (ending 30 June 2019).

There is a limit of 50,000 Smart and Skilled Fee-Free Scholarships per financial year. This limit does not apply to students who meet the fee-free criteria who are living in social housing in NSW or on the NSW Housing Register (waiting list); or students who meet the out-of-home care criteria for a fee-free scholarship.

Social Housing definition

For the purposes of the Smart and Skilled Fee-Free Scholarship scheme, “NSW Social Housing” includes tenants of:

- Public housing (owned and managed by the NSW Government or managed by a community housing provider);
- Community housing (owned and/or managed by community housing providers);
- Aboriginal housing (owned and/or managed by the Aboriginal Housing Office (AHO) and Aboriginal Community Housing Providers);
- Clients receiving crisis accommodation/supported accommodation (Specialist Homelessness Services); or
- Clients receiving private rental assistance funded by Family and Community Services (for example: private rental subsidy, rental bond loans, tenancy guarantees).

A social housing resident or person on the NSW Housing Register (waiting list) who seeks a Smart and Skilled Fee-Free Scholarship will need to confirm, by student declaration/signature, that the information provided about their social housing status is correct.

Out-of-Home Care definition

The term ‘out-of-home care’ is defined in section 13.5 of the Children and Young Persons (Care and Protection) Act 1985 and refers to children or young people who are cared for by a person other than their parent, in a place that is not their usual home. Children and young people enter out-of-home care because they are in need of care and protection.

There are two main types of out-of-home care:

- Statutory care - where the Children’s Court has made a Care Order placing the child or young person in the parental responsibility of the Minister for Family and Community Services
- Supported care - where the Secretary of Family and Community Services forms the opinion that the child or young person is in need of care and protection.

Children and young people in out-of-home care usually reside with relative/kinship carers, foster carers or in residential care services.

A student who meets the out-of-home criteria who seeks a Smart and Skilled Fee-Free Scholarship will need to confirm by student declaration/signature that they meet the eligibility criteria, and if requested provide supporting evidence.

Domestic and family violence definition

For the purposes of the Smart and Skilled Fee-Free Scholarship scheme, people who have experienced or are experiencing domestic and family violence or their dependants must have a letter of recommendation from a domestic and family violence service, refuge or other support agency.



A student who meets the domestic and family violence criteria who seeks a Smart and Skilled Fee-Free Scholarship will need to confirm by student declaration/signature that they meet the eligibility criteria, and provide supporting evidence.

1.4.2 Northern Territory

No concession or exemption to fees currently applies.

1.4.3 South Australia – Funded Activities Agreement

Student Course Fee exemption

Students over the age of 16 and who are, or have been, under the Guardianship of the Minister for Education (or interstate equivalent) on any guardianship order, are eligible for a Student Course Fee exemption.

Where a student is entitled to an exemption of the fee, GI does not impose a fee.

Student Course Fee Concession

A student enrolled in a course for which a Student Course Fee can be charged will be eligible for a fee concession if:

- At the commencement of training in a Unit of Competency in the course, the student holds a current:
 - Health Care Card;
 - Pensioner Concession Card; or
 - Veteran Affairs Concession Card.
- The student is a prisoner.

Prisoner is all prison inmates, detainees, people on remand, those held in South Australian institutions in connection with the commission of an offence and extends to children in South Australian detention centres who are beyond the age of compulsory schooling.

GI offers a fee concession to a student who holds one of the above concession cards, and the level of concession must be commensurate with the Department's calculation of concession reimbursement.

GI seeks evidence of eligibility for a fee concession from the student and records this in the student's Training Account to ensure that the correct funding is paid.

GI ensures the information about concession eligibility recorded in the Training Account for each student is current and maintained throughout the period of the enrolment.

1.4.4 Tasmania – Skills Tasmania Agreement for all Programs

If GI charges course service fees, it complies with the Service Fee Exemption Categories, as listed below.

Service Fee Exemption Categories

Fee concessions apply only to service fees and not to other charges which may be imposed, such as administration fees, materials levies or additional fees such as license costs, course booklets, etc.

Students are exempted from service fees if they fit into one of the following categories:

1. People in receipt of one of the following benefits:

- Pensioner Concession
- Veterans' Affairs Concession
- Sickness Allowance
- Newstart
- Special Benefit
- Family Tax Benefit (at maximum rate)
- Youth Allowance
- Carer Pension
- Disability Support Pension
- Mature Age Allowance
- Partner Allowance
- Parenting Payment Single
- Parenting Payment Partnered
- Widow Allowance
- ABSTUDY



- Austudy (study allowance for fulltime Students over 25 years of age)
 - Drought Relief
 - Foster Care Students
2. Dependents of people in receipt of any of the above benefits
 3. People who are inmates of a custodial institution
 4. People enrolled in one of the following fee-exempt, publicly funded programs:
 - Courses designed to provide foundation skills or to prepare Students for further study
 - Courses delivered specifically for Aboriginal and Torres Strait Islander peoples
 - Australian Apprenticeship Access Program
 - Adult Migrants English Program (AMEP)
 - Women’s Access Programs
 - VET in Schools Programs for enrolled school Students
 - Literacy and numeracy courses
 - Certificate I in General Education for Adults.
 5. People experiencing extreme financial hardship.
 - This exemption is to be applied at the discretion of the RTO.

1.5 Refunds

From time to time a refund may be required for specific student cases. Refund information and arrangements are made available to clients prior to enrolment through:

- GI’s *Student Handbook*;
- GI website; and
- As a part of the *Course Fees Agreement* completed prior to enrolment.

GI has publicly published on its website, and makes students aware of this Refund policy before enrolment.

1.5.1 Enrolment Fees

Enrolment fees paid for any course service cover administrative components of service provision, and are often mandatory fees in the cases of publicly funded course services. In these cases enrolment fees are non-refundable once the course service has commenced.

GI’s general refund arrangements for all course services, including the provision of refunds to employers/industry for additional charges paid beyond the student and government contributions, are as follows:

Refund Arrangements	
GI is unable to commence the course for which the original enrolment and payment has been made.	<ul style="list-style-type: none"> • Full refund of all fees levied or placement in an appropriate alternate course, as per the clients’ preference.
<p>Student withdrawal before course commencement and/or the ‘withdrawal with no penalty cut-off date.’</p> <p><i>The ‘withdrawal with no penalty cut-off date’ for each unit is before 20% of the scheduled unit of competency hours for each unit has been delivered. Students are advised that written advice (such as email) of course withdrawal is necessary to ensure that they are eligible for refunds.</i></p>	<ul style="list-style-type: none"> • Full refund of course tuition fees paid. • A full refund of any resource fee if the course is a Diploma or Advanced Diploma course; or • 50% of any resource fee if the course is below Diploma level. <p><i>Note: In cases for subsidised Students in specific jurisdictions where a mandatory government enrolment fee is required, these fees are non-refundable once the course services have commenced.</i></p>
Recognition of Prior Learning and/or Credit Transfer has been granted.	Pro-rata refund paid based on a calculation of the number of units that have received RPL or CT results and the fees paid to date.



GI is unable to continue to deliver the course as agreed.	Pro rata refund of unit tuition fees levied for units of competency not completed, or placement in an appropriate alternate course, as per the clients' preference.
Student withdrawal after unit commencement.	<<No refund payable for units of competency beyond the 'withdrawal with no penalty cut-off date.'>> <<Proportionate refund is payable where the participant has withdrawn from a unit of competency/module. A refund of 30% of unit fees will be refundable in these situations.>>

The same refund arrangements as outlined above apply to the provision of refunds to employers/industry for any additional charges that had been paid beyond the student and government contributions.

1.5.2 Refunds Due to Non-Provision of Services

All fees levied are refunded in full if GI is unable to commence the course service as agreed due to a lack of minimum Student numbers, a course or unit is cancelled or re-scheduled to a time unsuitable to the student, a student is not given a place due to maximum number of places being reached, where a student withdraws from training not of their own accord, or any unforeseen circumstances.

A full refund of relevant unit tuition fees will be paid at any time during delivery if a class is cancelled because of declining student numbers, no available training personnel, GI is no longer approved to deliver government supported courses in the relevant jurisdiction, where GI RTO closes or due to other circumstances caused by GI.

Where there is an instance of GI default due to unforeseen circumstances, GI will endeavour arrange for another course, or part of a course, to be provided to Students at no (extra) cost to the student as an alternative to a refund. Where the student agrees to this arrangement, GI will not refund fees paid.

1.5.3 Refunds Due to Request Hardship Application

Students may have extenuating circumstances that prevent them from attending scheduled course dates that may include but are not limited to illness, family or personal matters, or other reasons that are out of the ordinary.

Where delivery has commenced, course fees have been paid and an employer or Student believes a special circumstance refund is warranted, the client may apply for a refund by writing to the National Administration Manager via email at: principal@globalinstitute.edu.au

GI generally approves a pro rata refund of fees and charges at any time during the course of delivery if Students withdraw for reasons of personal circumstances beyond their control, such as

- Serious illness resulting in extended absence from course activities;
- Injury or disability that prevents the Student from completing their course; or
- Other exceptional reasons at the discretion of GI.

In all cases, relevant documentary evidence (for example, medical certificate) is required. Details of all refunds are retained for audit purposes.

This decision of assessing the extenuating circumstances rests with the Chief Executive Officer and shall be assessed on a case by case situation.

All refund applications are assessed and processed within fourteen (14) days of the application being placed. The applicant will be advised in writing of the outcome of their application, including reasons for refusing a refund in cases where this occurs.

GI does not provide a refund in cases where a student has withdrawn from a qualification but has completed all the requirements for a lower level qualification, which attracted a lower student fee.

All clients have the right to appeal a refund decision made by GI. Please refer to the Complaints section for further information.



1.5.4 Third Party Refunds

If course services fees have been paid to GI by a Third Party, any refunds payable will be remitted to that Third Party.

1.6 Overseas Students Tuition Protection Service

The ESOS framework protects the tuition fees paid by overseas students by placing placement and refund obligations on all providers in different default situations and through the Tuition Protection Service (TPS).

1.6.1 Student Obligations

Overseas students must:

- Read their written agreement carefully before signing it as it is a legal contract.
- Ensure the agreement is clear on the number of study periods in the course, how the fees are distributed throughout the course for each study period and the difference between tuition fees and other types of unprotected fees such as accommodation.
- Be aware of any conditions or deductions from a refund they may incur if they do not commence or complete the course (this is called a student default) or where their visa is not approved.
- Keep a copy of all receipts for money they have paid.
- Ensure they retain the record of all study completed at each stage of their course.
- Let GI know as soon as any of their contact details change.
- In the unlikely event of GI closure, if an overseas student is referred to the TPS and wants to accept an offer of a place with an alternative provider, the student will have to meet any additional academic and fee requirements of the alternative provider.

1.6.2 Provider Obligations

GI:

- Must meet default obligations under the ESOS Act.
- Must contribute annually to the TPS.
- Have the opportunity to place students who are referred to the TPS in a suitable alternative course.
- Are under no obligation to accept a student that has sought a placement following another provider's default.

1.6.3 Process for Managing Defaults

Provider Default

A provider default occurs, in relation to an overseas student or intending overseas student and a course at a location, if:

- GI fails to start providing the course to the student at the location on the agreed starting day; or
- After the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

In the unlikely event of an GI default, the following steps are undertaken:

- GI notifies the Secretary and the TPS Director of the default within 3 business days of the default occurring.
- GI notifies students in relation to whom it has defaulted.
- GI notifies have 14 days after the day of the default (GI obligation period) to satisfy tuition protection obligations to the student.
- GI then has 7 days after the end of the obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of obligations.

Where GI does not meet obligations affected students may be assisted by the TPS.

Student Default

An overseas student or intending overseas student defaults, in relation to a course at a location, if:

- The course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- The student withdraws from the course at the location (either before or after the agreed starting day); or



- GI of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
 - The student failed to pay an amount payable to GI for the course;
 - The student breached a condition of his/her student visa; or
 - Misbehaviour by the student.

Where a student default occurs, the following steps are undertaken:

- GI notifies the Secretary and the TPS Director of the default within 5 business days of the default occurring.
- If a student or intending student defaults GI provides a refund in accordance with the refund requirements.
- GI pays the refund within the period (GI obligation period) of 4 weeks after the specified day.
- GI provides notice to the Secretary and the TPS Director of the outcome of the discharge of obligations within 7 days after the end of your obligation period.

1.7 Overseas Students Calculation of Refunds

The refund specification under ESOS requirements sets out the methods for calculating refunds of fees by all registered provider in the following circumstances:

- Provider default;
- student default where GI has not entered into a compliant written agreement with the student; and
- Student default owing to visa refusal.

Calculation of refunds under the refund specification is undertaken by reference to tuition fees for a course received by GI in respect of a student. In circumstances where a refund is being calculated because a student has failed to commence a course, the refund is also calculated by reference to the non-tuition fees received by GI.

1.7.1 Tuition Fees

Tuition fees are defined in the ESOS Act as fees received (from or on behalf of an overseas student or intending overseas student) that are “directly related to the provision of a course that GI is providing, or offering to provide, to the student”.

Tuition fees are typically compulsory fees for the delivery of the enrolled course and include items such as:

- Tutorials and tutoring sessions;
- Lectures;
- Additional requisite training including practicums and practice hours;
- Ancillary costs for fieldwork, excursions or laboratories; and
- Specialist materials that are mandatory and relate to the provision of the course.

When considering refunds, the *weekly tuition fee* means the tuition fee calculated as follows:

Weekly tuition fee = (total tuition fees for the course divided by the number of calendar days in the course) multiplied by seven (7).

Where this calculation is not a whole dollar amount, the fee is rounded up to the nearest whole dollar.

When considering refunds, the *weeks in default period* refers to the number of weeks in default period in relation to a course:

- During which a provider or a student defaulted; and
- For which GI received payment of tuition fees in respect of the student.

This is calculated as follows:

Weeks in default period = Number of calendar days from the default day to the end of the period to which the payment relates divided by seven (7).

If the number of weeks calculated is not a whole number, round the number up to the nearest whole number.

1.7.2 Calculating Refunds

The refund specification calculations must occur as follows:

Provider default lack of compliant written agreement:	Refund amount = weekly tuition fee x weeks in default period.
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<p>student fails to start a course due to visa refusal:</p> <p>The student was refused a student visa and the refusal was a reason for the student's failure to start the course on, or withdrawal from the course on or before, the agreed starting day.</p>	<p>Refund is the amount of the course fees received, minus the lesser of the following amounts:</p> <ul style="list-style-type: none"> • 5% of the amount of course fees received by GI in respect of the student before the default day; or • \$500.
<p>Other student default:</p> <p>Where a student whose visa has been refused has withdrawn from the course after it commenced or has failed to pay an amount he or she was liable to pay GI in order to undertake the course.</p>	<p>Refund amount = weekly tuition fee × weeks in default period</p>

1.8 VET Student Loans – Tuition Assurance Scheme

The Australian Government has expanded the successful Tuition Protection Service (TPS) for international students to include similar tuition protections for domestic students accessing a VET Student Loan (VSL). The VSL tuition protection arrangements commenced on 1 January 2020.

If you are a VSL student who is actively studying or has a formal deferment in place at the time a provider ceases to deliver your course or closes, you will be supported under the new tuition protection arrangements.

If your provider ceases to teach your course or closes entirely, you will be assisted to move to another provider who is delivering the same or a similar course. You can complete your studies at this new provider and not be charged for units of study you paid for using a VSL but did not get to finish with your first provider.

If there is no similar course for you to finish your studies, you may be entitled to a loan re-credit for the units of study you paid for using a VSL but did not get to finish.

If your VSL provider stops teaching your course or closes entirely, the Australian Government's contracted tuition assurance administrator will contact you directly. Students can find out more at <https://tps.gov.au>.

Definitions

Affected part, of an original course, means a part of the course that a student was enrolled in when an approved VSL course provider defaulted in relation to the student.

Original course means an approved course in relation to which an approved VSL course provider has defaulted.

Replacement component means a part of a replacement course that replaces an affected part of an original course.

Replacement course means an approved course that enables a student to finish:

- a) an original course; or
- b) a course that is equivalent to an original course.

VSL course provider defaults

GI as an approved VSL course provider defaults in relation to a student if:

1. the provider fails to start to provide a course or a part of a course to the student on the day on which the course or part was scheduled to start; and
2. the student has not withdrawn before that day; and
3. either:
 - a. a VET student loan has been approved for the student for the course on or before that day; or
 - b. the student is an eligible student for the course and has a HELP balance of greater than zero on that day.

Or

1. the provider ceases to provide a course or a part of a course to the student on a day that is after the course or part starts but before it is completed; and
2. the student has not withdrawn before that day; and



3. either:
- a. a VET student loan has been approved for the student for the course on or before that day; or
 - b. the student is an eligible student for the course and has a HELP balance of greater than zero on that day.

Obligations when a provider defaults

In any case of default, GI must give notice of default to VSL Tuition Protection Director.

GI must, within 24 hours of the default occurring, give written notice to the VSL Tuition Protection Director of the circumstances of the default.

GI must, within 3 business days of the default occurring, give a written notice to the VSL Tuition Protection Director specifying:

- The following information for each student in relation to whom the provider has defaulted:
 - the student's full name and contact details;
 - the course, or part or parts of the course, that the student was enrolled in at the time of the default;
 - the amount of the tuition fees for each course, or part of the course, that student was enrolled in at the time of the default; and
 - details about the payment of those tuition fees, including the amounts that are covered fees.

If requested in writing by the VSL Tuition Protection Director, GI must also give to the Director either of the following for a student in relation to whom the provider has defaulted:

- a. a copy of a statement of attainment or other Australian Qualifications Framework certification documentation issued by the course provider or an authorised issuing organisation in accordance with the Australian Qualifications Framework for the parts of the course that the student has completed;
- b. a copy of an authenticated VET transcript prepared by the Registrar (within the meaning of the Student Identifiers Act 2014) for the parts of the course that the student has completed.

GI must, within 24 hours of the default occurring, give written notice of the default to the students in relation to whom the provider has defaulted.

Obligations of replacement provider

Where GI provides the replacement course must give written notice of the acceptance to the VSL Tuition Protection Director within 14 days of the acceptance.

Course credits must be granted etc.

GI ensures that the student:

- is granted course credits for parts of the original course successfully completed by the student, as evidenced by:
 - a statement of attainment or other Australian Qualifications Framework certification documentation issued in accordance with the Australian Qualifications Framework; or
 - an authenticated VET transcript prepared by the USI Registrar;
 - if tuition fees have been paid for the affected part of the original course—is not charged tuition fees for the replacement component of the replacement course; and
- is enrolled in the replacement course as soon as practicable.

1.9 VET Student Loans – Re-crediting a FEE-HELP Balance

GI has implemented the following processes and procedures for the re-crediting of students' FEE-HELP balances.

GI confirms that:

- A student's FEE-HELP balance can be re-credited;
- A student may apply to GI for the student's FEE-HELP balance to be re-credited because of special circumstances;
- Applications for re-crediting must be made within 12 months after the census day for the course, or the part of the course, concerned, or within that period as extended by GI;
- Processes are available to students in relation to reconsideration and review of decisions whether or not to re-credit FEE-HELP balances, including relevant time limits that apply; and



- There is no charge for reconsideration or review of decisions, other than review by the Administrative Appeals Tribunal (AAT).

A student may apply to the Secretary for the student's FEE-HELP balance to be re-credited because:

- GI, or a person acting on GI's behalf, engaged in unacceptable conduct in relation to the student's application for the VET Student Loan; or
- GI has failed to comply with the VET Student Loans Act or an instrument under the Act and the failure has adversely affected the student.

The Secretary of the Department of Education and Training may re-credit a student's FEE-HELP balance in relation to special circumstances if GI is unable to act or is being wound up or has been dissolved; or has failed to act and the Secretary is satisfied that the failure is unreasonable.

Applications for re-crediting must be made within 5 years after the census day for the course, or the part of the course, concerned or within that period as extended by the Secretary.

1.9.1 Treatment of students seeking review

GI's processes and procedures ensures that a student is not victimised or discriminated against for:

- Seeking a review or reconsideration of a decision;
- Using GI grievance processes or procedures; or
- Making an application for re-crediting the student's FEE-HELP balance.

1.9.2 Re-crediting by GI for special circumstances

Special circumstances are circumstances that are beyond the student's control; do not make their full impact on the student until on or after the census day for a course, or the part of a course; and make it impracticable for the student to complete the requirements for the course, or the part of the course, during the student's enrolment in the course, or the part of the course.

Where GI is satisfied that special circumstances apply, GI re-credits the person's FEE-HELP balance with an amount equal to the VET student loan that has been used to pay the tuition fees for the course or part of the course.

GI will, on the Secretary's behalf, re-credit a student's FEE-HELP balance if:

- The student applies to GI in writing for the re-credit, and
- the application is made:
 - within 12 months after the census day for the course, or the part of the course; or
 - within such longer period for the application as allowed by GI; and
- GI is satisfied that "special circumstances" prevented, or will prevent, the student from completing the requirements of the course or the part of the course.

Where GI allows a person to defer completion of their studies regarding a course, or part of a course, the 12-month application period applies from the end of the extended period for the course.

GI has the discretion to refund any other payments the person made in respect of the course in line with its own policies, which should be accessible to the student. It is open to providers to use the 'special circumstances test' in deciding whether to refund a student's upfront payment.

1.9.3 Meaning of 'special circumstances'

Special circumstances beyond a person's control

Examples of circumstances that may be considered beyond a person's control might include a motor vehicle accident or the worsening of a serious illness may meet the criteria.

Special circumstances that do not make full impact until on or after the census date

Circumstances could be considered not to make their full impact on the person until on or after the census day for the VET unit of study if the person's circumstances occurred:

- Before the census day, but worsen after that day;
- Before the census day, but the full effect or magnitude did not become apparent until after that day; or
- On or after the census day.

Students do not need to demonstrate they were unable to withdraw from the course prior to the census day.



Special circumstances arising from pre-existing conditions

A circumstance that first occurred before the census day may satisfy the special circumstances requirement where it worsens after that day or the full effect or magnitude does not become apparent until after that day.

For example, a person may have an illness or other underlying, pre-existing condition or incapacity prior to the census day for a course, but that condition may worsen, or the person may suffer from an aggravation, deterioration or serious episode, after the census date.

Alternatively, the full implications of a person's condition may not have been apparent until after the census day. This may be because recovery does not go to plan, or the degree of disability or incapacity for study is not fully realised until after the census day.

GI must consider whether the person's circumstances changed on or after the census day and when the full effect or magnitude of the circumstances became apparent, taking into account any additional circumstances, including continuation of a pre-existing condition that may have affected the person on or after the census day.

Circumstances that made it impracticable to complete a course

The term 'impracticable' is defined as 'not practicable, that which cannot be put into practice with the available means'. GI should keep this definition in mind when deciding whether a student's circumstances made it impracticable for them to complete a course, or part of a course. In considering whether circumstances are special circumstances because they make it impracticable for the student to complete the requirements of the course, or part of the course, during the student's enrolment, GI must consider:

- Whether the student could do enough private study, or attend training sessions and other activities, or engage online, to meet course requirements;
- Whether the student could complete any required assessable work, or demonstrate competencies required; and
- Whether the student could complete any other requirements arising from the student's inability to do the above.

Circumstances that make it impracticable for the person to complete the requirements for their course may include (among other things):

- Medical circumstances – for example where a person's medical condition has changed to such an extent that he or she is unable to continue studying
- Family or personal circumstances – for example death or severe medical problems within a family, or unforeseen family financial difficulties which affect the student to such an extent that it is unreasonable to expect a person to continue studies, or
- The student's employment related circumstances – for example where a person's employment status or arrangements have changed so the person is unable to continue their studies and this change is beyond the person's control.

Requirements for making decisions

GI considers the person's application as soon as practicable and must notify the person of its decision and the reasons for making the decision.

Decisions regarding re-crediting a person's FEE-HELP balance are reviewable. The person is advised by GI of the time limit for applying for a review of a decision is 28 days from the day the person first received notice of the decision or such time as the decision maker allows.

1.9.4 Re-crediting by GI where course not provided to completion

GI must, on the Secretary's behalf, re-credit a student's FEE-HELP balance if:

- The student has not completed the requirements for the course, or the part of the course, because GI ceased to provide the course, or the part of the course after it started but before it was completed, and
- It is impractical for the student, under the approved tuition assurance arrangement for the course, to finish the course or an equivalent course.

The amount re-credited must be equal to the amounts of the VET Student Loans that have been used to pay tuition fees for the student for the course, or the part of the course.

If GI re-credits the student's FEE-HELP balance, GI notifies the student and the tuition assurance scheme operator of the student for the course, as soon as practicable.



1.9.5 Re-crediting by Secretary

The Secretary may act in place of GI and re-credit a student's FEE-HELP balance where a course has not been provided to completion. The Secretary may exercise this discretion where the course provider is unable to do so or is being wound up or has been dissolved or where the course provider has unreasonably failed to act.

In addition, the Secretary may re-credit a person's FEE-HELP balance where the person has been subject to 'unacceptable conduct.'

The Secretary may also re-credit a student's FEE-HELP balance if the Secretary is satisfied of one or more of the following:

- The student is not an eligible student;
- The student is not a genuine student;
- The student does not have a tax file number; or
- The student does not have a student identifier (that is a USI within the meaning of the Student Identifiers Act 2014).

Further the Secretary may re-credit a student's FEE-HELP balance where:

- GI has failed to comply with the Act (including the Rules, other instruments made under the Act and the HESA and any instrument made under the HESA to the extent they relate to the Act), and
- the failure has adversely affected the student.

Unacceptable conduct

A student may apply to the Secretary of the department for a re-credit of their FEE-HELP balance if GI has engaged in unacceptable conduct in relation to an application for a VET student loan.

Unacceptable conduct is defined as:

- Unconscionable conduct (whether or not a particular individual is identified as having been disadvantaged by the conduct);
- Misleading or deceptive conduct;
- The making of a representation with respect to any future matter, such as the doing of, or the refusing to do, any act, if the maker of the representation does not have reasonable grounds for making the representation;
- Advertising tuition fees for the course where there are reasonable grounds for believing that GI will not be able to provide the course for those fees; or
- Use of physical force, or harassment or coercion, in connection with the application or enrolment in the course.

Applications

The student's application must set out the grounds on which the applicant's FEE-HELP balance is to be re-credited.

The application must include the following to the extent that they are known to the applicant:

- Details of the course to which the application relates;
- Details of GI of that course;
- The loan amount that is to be re-credited;
- The applicant's student identifier (if any); and
- Any documents supporting the application.

Application process

The department will assess an application by a student for re-credit of their FEE-HELP balance in cases of provider or agent unacceptable conduct. Before making a decision, the delegate for the Secretary of the department must give to GI a notice in writing stating they are considering making the decision. The notice will describe the proposed decision and state the reasons why the delegate is considering making it.

The notice will invite GI to make a written submission to the department (within 28 days) on why that decision should not be made. In deciding whether to make the decision the delegate must consider any submissions received within the 28-day period.



The delegate will give the student and GI a written notice of the decision and reasons for the decision as soon as practicable after the decision is made.

Students wanting more information should be directed to the 'Cancelling a 'VET Student Loan debt due to unacceptable conduct by GI' page on the [StudyAssist website](#).

1.9.6 Reviewable decisions

Certain decisions are "reviewable decisions". This means an affected person may request the decision maker to review the decision and apply to the Administrative Appeals Tribunal for a review of the reconsidered decision. These include

- Where the Secretary is the decision maker:
 - A decision to approve or not approve a VET student loan;
 - A decision not to re-credit a student's FEE-HELP balance for special circumstances; and
 - A decision to or not to re-credit a student's FEE-HELP balance for unacceptable conduct;
- Where GI is the decision maker:
 - A decision not to re-credit a student's FEE-HELP balance for special circumstances.

GI decisions regarding re-crediting a student's FEE-HELP balance

A decision by GI not to re-credit a person's FEE-HELP balance is reviewable.

A review of a decision may be requested by the person affected by the original decision, or without a request if GI is satisfied there is sufficient reason to do so.

GI has appointed a review officer to reconsider reviewable decisions made by GI. The review officer has been appointed by the chief executive officer of GI or a delegate of the chief executive officer. The review officer is:

<<Insert name & contact details>>

GI maintains an up-to-date register of appointments of review officers.

A review officer does not review a decision they were involved in making and must occupy a position that is not lower than that occupied by the person who made the original decision.

Each application is examined and determined on its merits. GI considers the person's claims, together with any independent supporting documentary evidence that substantiates these claims.

1.9.7 Review by review officer

The review officer must reconsider the decision and either:

- Confirm the decision; or
- Vary the decision; or
- Set the decision aside and substitute a new decision.

The review officer provides written notice of the decision and provide a statement of the reasons for making the decision. The review officer advises, in the notice, of the person's right to appeal to the Administrative Appeals Tribunal (AAT) for a review of the reviewer's decision if the person is unsatisfied with the outcome.

If the reviewer does not give the person a notice of the decision within 45 days after receiving the person's request, it is taken that the reviewer has confirmed the original decision.

1.9.8 Review by the Administrative Appeals Tribunal

A person may apply to the Administrative Appeals Tribunal (AAT) for review of a review officer's decision and may supply additional information to the AAT they did not previously supply to GI, including the review officer.

The department will receive notification from the AAT that a person has lodged an application for a review of a review officer's decision. The department is the respondent for cases that are before the AAT.

Once the department has received notification from the AAT that the person has applied for the reconsideration under section 37 of *the Administrative Appeals Tribunal Act 1975*, the department must lodge the following documents with the AAT within 28 days:

- A statement setting out the findings on material questions of fact, referring to the evidence or other material on which those findings were based and giving the reasons for the decision; and
- Every document or part of a document that is in the reviewer's possession or under the reviewer's control and is considered by the reviewer to be relevant to the review of the decision by the AAT.



The department will notify GI, in writing, that an appeal has been lodged. To enable the department to meet the 28-day timeframe, GI must, within a further 5 business days of being requested, provide the department with copies of all the documents it holds that are relevant to the appeal. These documents should be sent by courier or express post to meet the 5-business day requirement. GI should keep any originals and copies of the documents in line with its normal recording keeping practices.

Once the documents are received, the department may choose to review the original decision.

GI's review officer may also reconsider the decision even though an appeal has been made to the AAT at any time up until the AAT makes a final decision. If a decision is made to re-credit a person's FEE-HELP balance GI must advise the department.

However, until a person withdraws their AAT appeal or the appeal is dismissed or otherwise dealt with by the AAT, the department is still required to comply with the requirement under section 37 of the *Administrative Appeals Tribunal Act 1975* to lodge the statement, and relevant documents described in the two dot points above, with the AAT. Therefore, GI must still forward all relevant documents to the department within 5 business days, unless advised not to do so by the department. The department will deal with cases from that point and advise GI of the outcome.

1.9.9 Reporting the remission decision to the department

Where a decision results in the re-crediting of a person's FEE-HELP balance, GI will be notified and must report this outcome via submission of a HEIMS revisions file. GI is required to repay to the Commonwealth any amounts of VET student loan GI received from the Commonwealth on the person's behalf through subsequent reconciliations.

1.10 Course Fees Agreement

All prospective students, prior to enrolment, receive a *Course Services Agreement* including *Course Fees Agreement* from GI. The agreement makes a formal enrolment offer to the prospective student and/or relevant supporting client, and includes all relevant fees, charges, refunds and government support information relevant to the student's course selection.

of rights is provided to each learner at enrolment and on request.

1.11 Fee Records

All course services fees, relevant invoices and receipts for each student course enrolment are recorded and maintained in the RTO Data student management system. This system acts as the official accounts receivables system for GI and is maintained as the official and auditable records for all fees, charges and refunds.

1.12 Acquittals

GI maintains financial records such that it is able to provide to State and Territory governments, on request, a statement that all funding received via any jurisdictional funding contract or agreement was expended for the purposes of, and in accordance with, the terms of that agreement.