Fees payments refunds and prepaid fee protection

Policy and procedure | STARK INSTITUTE PTY LTD | RTO 45180

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Owner Accounts and Administration | For CEO approval | Effective on approval | Annual review

1 Purpose and scope

STARK INSTITUTE will explain fees before enrolment, manage payments and apply the refund rules below. This policy applies to student withdrawals and cancellations across all pathways. The separate Withdrawal and Cancellation Policy sets out how staff process each case.

A qualification longer than one month means a structured training qualification with an agreed scheduled duration exceeding one calendar month at enrolment. RPL remains subject to the RPL rule regardless of its duration. A short course or other program of one month or less follows the short course rule. Fees for combined pathways will be allocated to the relevant components in the accepted offer.

2 Refund rules for student initiated withdrawal

Pathway or timing	Refund rule
Seven day cooling off period	Fees paid less a $250 administration fee, capped at the amount paid and subject to section 3.
Structured qualification longer than one month after cooling off	Refund the amount paid above the agreed fee value of units completed. If payments are below that value, no refund is due and the shortfall must be paid.
RPL after cooling off	Initial deposit and all RPL fees paid are non refundable on voluntary withdrawal, regardless of unit outcomes, subject to sections 5.1 and 6. Future charges are reviewed on withdrawal.
Short course or program of one month or less after cooling off	No ordinary change of mind or voluntary withdrawal refund.
STARK unable to deliver or a statutory refund entitlement	Section 6 applies. The ordinary no refund rules and the $250 fee do not remove those entitlements.

3 Cooling off period and administration fee

The contractual cooling off period is seven calendar days after written enrolment confirmation, with day one being the next calendar day. A withdrawal received within that period will be calculated as fees paid minus $250, with a minimum refund of zero. The administration fee will be deducted once only; completed unit charges will not also be deducted under this cooling off calculation.

Administration will disclose the fee before acceptance. Accounts will apply it only where it is lawful, reasonable and consistent with the accepted agreement, and will reduce or waive it where necessary. It will not apply to a statutory cancellation that must be free of charge, a more favourable existing full refund promise, or STARK’s inability to deliver. Any longer statutory period remains available. Before enrolment, a returned course deposit will not attract this cooling off administration fee.

4 Qualifications longer than one month

4.1 Completed unit calculation

After cooling off, Accounts will compare the tuition paid with the agreed fee value of units assessed as completed and competent at the effective withdrawal date. The trainer or assessor will confirm outcomes in the student management system. Incomplete or not yet competent units will not be charged under this withdrawal calculation.

The accepted offer will state the unit price or the basis for allocating the qualification fee. Where units are equally priced, the unit fee will be the agreed tuition fee divided by the number of payable units in the enrolled program. Where different unit prices are agreed in advance, Accounts will total the prices of the completed units. Approved credit transfers will not attract a new training charge. Unit prices will not be increased retrospectively.

Refund = tuition paid minus the fee value of completed units, where the result is positive. Outstanding balance = fee value of completed units minus tuition paid, where the result is positive. Future tuition invoices for non completed units will be cancelled or credited. No further administration deduction will be added to this completed unit calculation after cooling off.

4.2 Examples

Example	Calculation	Outcome
Student has paid more	Agreed tuition $6,000 for 20 equally priced units: $300 per unit. Eight units completed: $2,400. Tuition paid: $3,000.	$600 refund.
Student has paid less	Same unit price. Eight units completed: $2,400. Tuition paid: $1,800.	$600 outstanding. No refund. Payment clearance required before certification.
Student has paid exactly	Eight units completed: $2,400. Tuition paid: $2,400.	No refund and no tuition shortfall.
No units completed	Outside cooling off, tuition paid: $1,500. No completed units.	$1,500 refund under this qualification rule.

4.3 Statement of Attainment on withdrawal

A Statement of Attainment will cover only units assessed as competent for which the applicable agreed fees have been paid. Where tuition paid is below the fee value of completed units, Accounts will issue the reconciled final invoice. The student must clear outstanding agreed fees associated with the withdrawn program before certification is released. Accounts will not demand fees for cancelled, non completed units under this calculation.

Administration will retain all genuine competency results while payment is outstanding; results will not be changed or deleted because of debt. Once financial clearance and the applicable certification checks are satisfied, authorised staff will issue the Statement of Attainment promptly under the certification procedure. Compliance Requirements 9, 11 and 12 govern certification and USI checks. Requirement 9 provides for issue within 30 calendar days from completion of assessment where its completion and agreed fee payment conditions are met. Staff will not delay eligible issue while processing an unrelated refund.

5 RPL short courses and combined pathways

5.1 RPL fees refunds and withdrawal

The initial RPL deposit is $1,500. Where a student withdraws within the seven calendar day cooling off period in section 3, Accounts will refund $1,250 from that deposit after deducting the $250 administration fee. If a different amount has been paid, Accounts will apply the section 3 calculation. Statutory fee free cancellation rights and more favourable accepted terms will prevail.

After the cooling off period expires, the initial deposit will not be refunded for a change of mind or voluntary withdrawal. All other RPL fees paid during the student's enrolment, including amounts paid after cooling off, will also be non refundable on voluntary withdrawal, subject to section 6 and the legal protections below.

STARK assesses an RPL application holistically against the agreed qualification or program requirements. RPL fees cover the agreed assessment service and are not a purchase price for successful unit outcomes. Each unit must still be assessed individually against its requirements. The amount paid will not be recalculated by the number of units successfully assessed, and an unsuccessful or incomplete outcome will not itself create an entitlement to a refund.

Administration will record the student's effective withdrawal date and refer the case to Accounts. Accounts will stop future charges for RPL services not undertaken after that date and reconcile any previously incurred, lawful agreed charges. Withdrawal will not automatically make all remaining instalments payable. Any separately priced gap training or other component will be assessed under section 5.3.

The assessor will review the evidence supplied and record the final outcome for each unit. On withdrawal, Administration will arrange a Statement of Attainment for units successfully assessed as competent through RPL, once applicable agreed fees, USI and certification requirements are met. No unit will be awarded solely because fees have been paid, and a student will not be required to complete the entire qualification to receive a Statement of Attainment for eligible completed units.

The authorised certification officer will apply Compliance Requirements 9, 11 and 12 and the certification procedure, including the applicable 30 calendar day issuance timeframe. Staff will retain genuine outcomes and assessment records. Any genuine outstanding agreed balance will be reconciled before financial clearance; cancelled future RPL charges will not be demanded as a condition of release.

Accounts and Compliance will apply the no ordinary refund rule only to lawful, disclosed and accepted RPL fees. Holistic assessment does not remove consumer guarantee remedies, make an unfair term enforceable or convert undelivered services into delivered services. STARK inability to deliver, statutory refund entitlements, overpayments and more favourable accepted terms will be handled under sections 3, 6 and 9.

5.2 Short courses

For short courses, no ordinary change of mind or voluntary withdrawal refund applies after cooling off, including for non attendance. During cooling off, Accounts will apply section 3; a $600 payment would ordinarily produce a $350 refund after the lawful $250 deduction. An unsuccessful result does not itself create a refund. Section 6 and any more favourable accepted terms remain available.

5.3 Combined pathways and separately priced services

In a combined pathway, Accounts will use the price allocation in the accepted offer. The structured qualification component longer than one month will use the completed unit calculation. RPL will follow section 5.1 and short courses section 5.2. The same payment or administration deduction will not be counted twice. Separately priced gap training will follow the rule for the program in which it is booked; it will not automatically become a non refundable RPL fee.

6 STARK initiated cancellation and protected refunds

If STARK cancels before delivery because it cannot provide the agreed service, Accounts will refund 100 percent of the affected fees paid. If STARK cannot continue after commencement, staff will offer an agreed suitable completion arrangement or refund the prepaid fees for services not delivered. No $250 administration deduction will apply to these provider related refunds. For longer structured qualifications, the completed unit calculation will be the ordinary starting point.

For interrupted RPL or short courses, Accounts will identify undelivered services using the accepted agreement and verified service records; the ordinary no refund rule will not apply to STARK’s failure to deliver. Student agreement will be required for a transfer or credit in place of an available refund. Consumer guarantee failures may require a greater remedy than the ordinary calculation.

Where cancellation concerns student misconduct, non payment or non participation, staff will follow the student response and appeal process. Refunds will follow the relevant pathway rule and lawful accepted agreement; all fees will not be automatically forfeited solely because STARK initiated the cancellation.

7 Fee disclosure payments and funded training

Under Outcome Standard 2.1, Administration will use the approved offer and fee schedule to disclose tuition, unit pricing, deposits, instalments, the cooling off deduction and refund terms before acceptance. Accounts will use the accounting system to invoice, receipt and reconcile payments. New terms will not retrospectively reduce an existing student’s accepted entitlement.

Where funding applies, staff will follow the governing policy and applicable funding contract or agreement. Accounts will check any relevant requirements before finalising a refund.

7.1 Assessment attempts and re enrolment fees

Consistent with assessment fairness under Outcome Standard 1.4, the agreed unit fee will include up to three assessment attempts within the agreed enrolment duration, where reassessment is appropriate. If the student remains not yet competent after three attempts, a fourth attempt will incur a $25 reassessment fee for the affected unit. Accounts will invoice the fee and payment will be required before that attempt is scheduled.

The trainer or assessor will record each attempt and result in the assessment record. An assessment attempt means a formally assessed submission or practical assessment with a recorded decision; informal feedback or an assessment postponed by STARK will not count as a completed attempt. Staff will explain any learning or support required before reassessment.

The $25 fourth attempt fee will apply only while the agreed enrolment duration remains current. If that duration has ended and the unit is not complete, the student will need to re enrol in the outstanding unit and pay the full current unit fee stated in the new offer. The $25 fee will not replace the re enrolment fee. Staff will not charge both fees for the same assessment service.

Administration will confirm the end date, any formally approved extension and the outstanding unit before issuing the re enrolment offer. The price, duration and arrangements will be disclosed and accepted before re enrolment. Any further attempt after the fourth will require a documented trainer review and a written fee arrangement before it is scheduled; no undisclosed charge will apply.

Outcome Standards 2.3 and 2.4 also inform support and reasonable adjustment. These charges will not apply to reassessment needed to correct a STARK assessment error or service failure. Any applicable funding conditions, lawful reasonable adjustment or approved extension will be checked before a charge or re enrolment is required.

7.2 Annual fee review and discounts

Management and Accounts will review the Approved Fee Schedule at least annually as part of STARK’s monitoring under Outcome Standard 4.4. The annual frequency is STARK’s own control. Fees may change for new enrolments and re enrolments following that review. Discounts may be offered having regard to demand, current market practice and approved promotional arrangements. Applicable funding rules will be checked before any discount is offered.

Administration will disclose the actual fee and any approved discount in the Letter of Offer or written fee variation. The approved offer will show the amount payable and the basis for allocating a discount across units or components. Staff will not promise a discount without authority.

Fees, outstanding balances and refunds will be calculated using the price and discount actually agreed for the relevant enrolment. A refund will not be calculated using an undiscounted advertised price where the student accepted a lower price. Where units have equal pricing, the agreed discounted tuition will be divided by the number of payable units; any different unit allocation must be agreed in advance.

An annual price change or the end of a promotion will not retrospectively increase an accepted fee, reduce a refund or withdraw an agreed discount. A later change to an existing agreement will require disclosure and written acceptance. A new unit re enrolment after expiry will use the full unit price stated in the new accepted offer.

8 Prepaid fee protection

STARK INSTITUTE will not charge or collect more than $1,500 as an initial payment from or on behalf of an individual student for the same course. This applies to all pathways and authorised third party collections. Administration will disclose the amount in the offer, and Accounts will check it before invoicing. Several initial invoices will not bypass this limit.

For courses priced above $1,500, the remaining fees will be collected through the agreed schedule as services are delivered. Accounts will also keep the unearned prepaid balance at or below $1,500 unless Compliance verifies a valid protection arrangement under Compliance Requirement 18. A protected arrangement will not override STARK’s maximum initial payment rule.

Accounts will maintain a Prepaid Fees Register of receipts, refunds, supplied services and the unearned balance, check each further collection and reconcile monthly. Compliance will verify any qualifying bank guarantee, tuition assurance or ASQA approved alternative before collection above the unearned threshold. An ordinary separate bank account is not sufficient by itself. The completed unit withdrawal calculation is separate from this monitoring.

9 Refund approval and payment

Administration will complete and approve the administrative section of the Withdrawal Cancellation and Deferment Form, including the reason, effective date, pathway and confirmed unit outcomes. Accounts will then check payments and calculate and approve the proposed refund or final balance.

Consistent with defined responsibilities under Outcome Standard 4.2, the CEO or the relevant reporting manager with written financial authority under the governance arrangements in force at that time will give final refund approval. Where Accounts performs the calculation, the final approver will be a different authorised person. Administration approval alone will not authorise payment.

Accounts will initiate an approved refund within ten working days after final approval and verification of the payer’s details. A working day means Monday to Friday excluding applicable public holidays. Any earlier legal or contractual deadline will prevail. The initiation date will be recorded; bank processing may affect the date funds arrive.

Accounts will normally return funds to the original payer through the original payment method and issue a credit note or refund receipt. Administration will send the decision, calculation and appeal information to the student under Outcome Standards 2.7 and 2.8. Overpayments will be returned in full and will not attract the $250 cooling off fee.

10 Responsibilities records and review

Administration will maintain the form, notices and student management record. The trainer or assessor will verify completed units. Accounts will maintain the calculation, ledger, payment evidence and prepaid register. The final approver will authorise refunds within their delegation. Compliance will review exceptions, consumer rights and funding requirements. These records will be retained securely under the records policy. Compliance Requirement 10 applies to assessment and certification records; refund and accounting records follow the applicable records schedule. Management will monitor financial exposure and refund capacity under Outcome Standard 4.3.

11 Applicable current Standards for RTOs

This policy references the 2025 Standards for RTOs framework, effective from 1 July 2025. Outcome Standards and Compliance Requirements are identified separately below. References were checked against official legislation and current ASQA guidance on 26 October 2026.

Reference	Application in this policy
Outcome Standard 2.1	Sections 2, 3 and 7: clear information on prices, payment terms, refund rules and changes before enrolment or payment.
Outcome Standards 1.4, 2.3 and 2.4	Section 7.1: fair reassessment, learning support and reasonable adjustment. These do not prescribe STARK's attempt count or $25 fee.
Outcome Standards 2.7 and 2.8	Sections 6 and 9: complaints and appeals about fees, refunds and related decisions.
Outcome Standards 4.2, 4.3 and 4.4	Sections 7.2, 9 and 10: defined approval roles, financial risk oversight and systematic monitoring.
Compliance Requirements 9, 11 and 12	Sections 4.3 and 5.1: eligibility and timing of certification, Statement of Attainment requirements and student identifiers.
Compliance Requirement 10	Sections 4.3, 5.1 and 10: accurate assessment and certification records, including withdrawn students.
Compliance Requirement 18	Section 8: protection where prepaid fees exceed $1,500 for an individual for the same VET course. STARK additionally caps its initial collection at $1,500.
Compliance Requirement 20	Sections 2, 3, 5, 6 and 10: applicable laws, including consumer protections, remain binding.

Official reference documents

National Vocational Education and Training Regulator Outcome Standards for NVR Registered Training Organisations Instrument 2025, Schedule 1. Federal Register identifier F2025L00354.
https://www.legislation.gov.au/F2025L00354/asmade/text

National Vocational Education and Training Regulator Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements Instrument 2025, Part 2. Federal Register identifier F2025L00355.
https://www.legislation.gov.au/F2025L00355/asmade/text

ASQA practice guides for Information, Accountability, Integrity of Nationally Recognised Training, and Continuous Improvement.
https://www.asqa.gov.au/for-providers/standards-for-RTOs/practice-guides

The Standards do not prescribe a general refund percentage or authorise an unfair cancellation fee. STARK's commercial rules will be disclosed and applied consistently with the accepted agreement and Australian Consumer Law. Compliance will review references when regulatory requirements change.