

## 1. Purpose

This policy outlines how Orange College (OC) administers student fees, charges, and refunds for government-subsidised training delivered under the New South Wales Smart and Skilled Program. It ensures compliance with the Smart and Skilled Contract, the [NSW Smart and Skilled Fee Administration Policy](#), the Standards for Training Organisations 2025 (SRTOs 2025) and other relevant national standards, and promotes transparency, equity, and consumer protection for all eligible students.

It ensures students are aware of their financial rights and responsibilities prior to enrolment, and that OC meets its obligations for fee integrity, accessibility, transparency, and compliance.

## 2. Scope

This policy applies to:

- All students enrolling under the NSW Smart and Skilled program
- All subsidised training delivered under Smart and Skilled, including part qualifications, full qualifications, traineeships, Fee-free Initiatives, etc.
- OC staff managing enrolments, government reporting or financial matters
- All related records, documentation, and third-party arrangements

## 3. Policy

OC is committed to applying and collecting fees in accordance with the Smart and Skilled funding framework. The College will:

- Determine and communicate student fees accurately using the Smart and Skilled Provider Calculator and Pricing Information
- Apply exemptions, concessions, and fee-free scholarship entitlements as outlined in the latest Smart and Skilled Fee Administration Policy
- Issue receipts and maintain complete records of all transactions
- Provide clear and timely refund processes
- Not exceed the published student fee nor charge for essential training/assessment services covered by funding.

## 4. Determining Student Eligibility and Fees

Tuition fees vary by course and by State. Tuition fees will also vary depending on whether the student is eligible for recognition of existing skills via a Recognition of Prior Learning (RPL) process or is eligible to be granted Credit Transfer for some units.

We will confirm in writing the fees that the student will be charged before commencement of their training. The student will pay the fee that applies at the time the student is to commence training. They will not be affected by any subsequent changes to the student fee.

Tuition fees may be paid by the student, employer or other third party.

### Subsidised Tuition Fees

At enrolment, OC will determine a student's eligibility for government subsidy. Smart and Skilled tuition fees may be:

- Fully subsidised (fee-free)
- Partially subsidised (co-contribution required)

- Subject to special categories (e.g., concession, exemption, or scholarship)

Fees for subsidised qualifications are determined using:

- The Provider Calculator Tool from the NSW Department of Education
- Information verified via USI, CIR, and evidence of identity
- Relevant concessions, fee-free status, prior study history (via STS Online)

### Fees published on OC Website

OC has a list of all indicative tuition fees (including mandated government fees) by State / Territory is available on our website: [www.orange.edu.au](http://www.orange.edu.au)

#### NSW Fees Listing

For Smart and Skilled, there are different categories of student fees, based on the program the qualification and the characteristics of the student. The schedule of fees for each qualification on the NSW Skills List can be accessed at: [https://www.training.nsw.gov.au/smartandskilled/prices\\_fees.html](https://www.training.nsw.gov.au/smartandskilled/prices_fees.html)

OC indicates on our website that our fees align with the fees set by the NSW Government for the subsidised training the student is undertaking. The student fee to be charged will be confirmed when OC enters the student data into the Smart and Skilled Provider Calculator. Refer to Section 5: Additional Fees within the [NSW Smart and Skilled Fee Administration Policy](#) for a list of additional costs OC is allowed to charge.

As per Section 3: Fee categories and eligibility within the Smart and Skilled Fee Administration Policy, the student fee categories are:

- 1) Standard Student fee, which is set based on:
  - Whether the student is undertaking their first post-school qualification or a subsequent qualification
  - The relevant qualification price and subsidy as per the Smart and Skilled contract
  - a) First Qualification - students who do not hold a post-school qualification may be eligible for a lower "first qualification" fee
  - b) Subsequent Qualification - Students who already hold a post-school qualification will be charged a higher student fee
- 2) Apprenticeship and Traineeship - Smart and Skilled provides fixed student fees for:
  - a) Apprenticeships - fees are determined per qualification, not per year or unit
  - b) Traineeships - same as above, based on approved pricing.
- 3) Concession fees - eligible students may be entitled to a concession fee if they:
  - Hold a current Australian Government welfare benefit or pension card
  - Are a dependent of a welfare recipient
  - Any other applicable concessions
- 4) Exemptions and fee-free scholarships for eligible student cohorts, where funding is available
  - a) Aboriginal or Torres Strait Islander students
  - b) Students with a disability (including dependents)
  - c) Students experiencing domestic and family violence
  - d) Students who meet Smart and Skilled Youth or Veterans eligibility
  - e) Refugees or humanitarian visa holders
  - f) Any other exemptions and fee-free scholarships
- 5) Fee-free training (for specific programs)

OC follows the Smart and Skilled Fee Administration Policy issued by the NSW Department of Education when preparing its NSW Fees Schedule.

OC uses the official Provider Calculator to determine a student's eligibility to enrol in a Smart and Skilled subsidised qualification. The Provider Calculator also confirms the applicable student fee or exemption. OC will only charge the fee calculated by the NSW Government through this tool and will not impose any additional or alternative fees outside of those prescribed by the Smart and Skilled framework.

### Mandated Tuition Fees for Government Subsidised Enrolments

OC follows the [Smart and Skilled Fee Administration Policy](#) issued by the NSW Department of Education when preparing its NSW Fees Schedule.

Under Smart and Skilled funding arrangements, students may be required to pay a **Student Contribution Fee**, also referred to as a co-contribution or co-enrolment fee. This fee is determined using the official Provider Calculator, which considers a student's program, prior qualifications, previous subsidised enrolments, and eligibility for concessions or exemptions. OC does not charge students any amount above the fees calculated through this system.

Mandated fees vary depending on the relevant State or Territory funding body and may differ based on whether the student is:

- Enrolling in a first or subsequent qualification, as discussed in the previous subsection
- Eligible for Recognition of Prior Learning (RPL) or Credit Transfer (CT)
- Accessing specific concessions or fee waivers, as discussed in the previous subsection

## 5. Student Fees and Additional Charges

The fees payable by eligible students are detailed in OC's [NSW Smart and Skilled Qualification Fees](#) schedule. In accordance with the Smart and Skilled Fee Administration Policy, the following fees may apply to students undertaking government-subsidised training:

- Tuition fees - Calculated using the Smart and Skilled Provider Calculator, based on the qualification type and individual eligibility.
- Material fees - May be charged where additional items are required for training, such as textbooks, protective clothing, or specific tools. These are only charged where necessary and are advised at enrolment.
- Testamur Reissue fee - A charge applies for the reissue of Qualifications, Statements of Attainment, or records of results. The current fee is listed in OC's [Fees & Charges](#) schedule
- Reassessment fee - A fee may apply when a student is not deemed competent after two attempts and wishes to undertake a further reassessment attempt

## 6. Payment Terms

### Fee Protection

In accordance with Clause 18 from Division 3 of the Compliance Requirements under the Standards for Registered Training Organisations 2025 (SRTOs 2025), OC has established measures to protect prepaid fees from or on behalf of individual students.

OC does not collect more than \$1,500 of student fees in advance for services not yet delivered. This applies to fees payable by both funded and fee-for-service students. If the total fees payable exceed \$1500, OC negotiates a deposit and payment plan to ensure that no more than \$1500 is held in advance at any time for a single VET course.

## Government Subsidies

Where a student is eligible to have tuition fees partly or fully subsidised by Government Funding, this is generally paid directly to OC by the relevant funding body upon set milestones. These milestones vary from funding body to funding body.

Students are required to pay a Student Contribution fee unless they are exempt under the relevant state funding contract. Fees are due before enrolment. Where the student contribution is more than \$1500 OC will generally negotiate a deposit and payments made by instalment, as stated under the Fee Protection subsection above.

## Payment Terms and Recovery of Outstanding Fees

Prior to course commencement, students will receive written confirmation outlining the applicable tuition fees and agreed payment terms. If a student is unable to meet their current payment schedule, they are encouraged to contact OC as soon as possible to request a revised payment plan.

In the event that payment is not received by the specified due date, OC will issue a reminder notice. If payment remains outstanding for more than 30 days, OC reserves the right to temporarily suspend the student's training. If payment is still not received after this period, OC may proceed to formally withdraw the student from the course.

## 7. Refund of Tuition Fees

Refund of tuition fees is granted under specific circumstances where a student has withdrawn from a course.

### 'Withdrawal without Penalty' Date - Cooling Off Period

All enrolments have a cooling-off period in which students will be refunded fees if they choose to withdraw their enrolment. The cooling off period for Apprentices and Trainees is two (2) business days before their trainer workplace induction. The cooling off period for non-apprentice/trainees is up to two (2) business days before their course commencement date. OC may elect to extend the 'withdrawal without penalty date' or negotiate a longer period from the commencement date at our discretion.

## Government Funded Students

### NSW Smart and Skilled Co-Enrolment Fee

Students undertaking training subsidised under Smart and Skilled are required to pay a co-enrolment fee, as determined by the NSW Government's Provider Calculator. This fee is calculated based on eligibility, prior access to Smart and Skilled subsidies, and any applicable RPL or Credit Transfer.

Fee details are confirmed during enrolment, and a full list of applicable [tuition fees](#) is available on OC's website.

The table below outlines the refund conditions for co-enrolment fees in cases of withdrawal or transfer. For full guidance, refer to the Discontinuation, Transferring, Abandonment and Deferral of Training - Smart and Skilled Policy.

Discontinuation Reason	Refund Information
<ul style="list-style-type: none"> <li>Student withdraws or discontinues before the withdrawal without penalty date.</li> </ul>	Full refund

<ul style="list-style-type: none"> <li>Student withdraws after the withdrawal without penalty date</li> <li>OR</li> <li>Student transfers out of OC after the withdrawal without penalty date and of their own accord</li> </ul>	No refund of the co-enrolment fee
<ul style="list-style-type: none"> <li>Student withdraws after the withdrawal without penalty date</li> <li>OR</li> <li>Student transfers out of OC of their own accord after the withdrawal without penalty date and</li> </ul> <p>AND</p> <ul style="list-style-type: none"> <li>Has completed enough units to be eligible for a lower-level course</li> <li>A student is granted RPL or Credit transfer after the co-enrolment fee is paid</li> </ul>	<p>OC will recalculate co-enrolment fees on lower-level course</p> <p>The difference between the amount paid and the recalculated fee will be refunded</p>
<ul style="list-style-type: none"> <li>OC closes or is no longer approved to offer Smart and Skilled training</li> <li>OR</li> <li>Student transfers out of OC due to OC Closure or Contract Termination or change in delivery mode</li> </ul>	<p>OC will recalculate co-enrolment fees</p> <p>The difference between the amount paid and the recalculated fee will be refunded</p> <p>Full refund of co-enrolment fee</p>
<ul style="list-style-type: none"> <li>A Student thought to be eligible for funding is later found not to be eligible (and the student does not wish to pay the full fee)</li> </ul>	<p>If paid, the Co-enrolment fee will be fully refunded</p>

It is important to note that students will not be refunded fees paid by Government Funding, their Employer or a third-party.

Who Receives the Refund?

Type of payment	Who is refunded
Government Funding subsidy	Repaid directly to the relevant funding body as per their instructions.
Student Contribution Fee	Repaid directly to the student if the student paid the fees or to an employer/third party if they paid the fees
Non-government tuition fee payment	The nominated person or body on the 'Authority to invoice' form

## Employer, Third Party Refunds

### Employer Refund

If an employer has a Memorandum of Understanding (MoU) with OC, a tailored refund policy will apply as part of that agreement. Where tuition fees are fully or partially covered by Government Funding, any applicable refunds will be returned to the funding body, not the employer.

### Third-Party Refund

Similarly, where a third party (such as a sponsor or agency) has an MoU with OC, the refund terms outlined in the agreement will apply. Any portion of the fees paid using Government subsidies will be refunded directly to the funding body in accordance with funding guidelines.

### Refund of Material Fees

This policy only applies to resources purchased directly from OC. For resources that are purchased from another vendor, their refund policy will apply.

Resource issue status	Refund Information
Resource not yet issued	Full refund
Resource issued	No refund

Where a resource is faulty or damaged upon receipt, OC will issue a replacement or a refund.

### Timeframe and Payment

A refund will generally be provided within 28 days from withdrawal. Please note that course fees are not transferable to another person unless an MoU states otherwise. Refunds will generally be paid via electronic funds transfer (EFT), but a cheque may be requested.

For students, the outcome of the refund assessment will be provided by written notice to the student's registered address or email (where not funding body). The student will receive confirmation in writing of the total amount paid and the refund amount.

Please note that students who are entitled to the NSW Smart and Skilled funding subsidy will also receive an updated copy of their training plan.

### Refund Appeals

Where the student does not agree with the refund outcome, they have the right to appeal the refund decision. OC will be happy to review the decision made and to consider any extenuating circumstances.

Any appeals related to refunds and fees will be dealt with following the [OC Complaints and Appeals Policy](#). This policy does not remove the student's right to take further action under the Australian Consumer Protection Laws. OC's Complaints and Appeals process do not circumscribe the student's right to pursue other legal remedies.

## 8. General Information

- All tuition fees and charges are payable in Australian dollars (AUD\$) and must be paid in full prior to the issuance of a Qualification or Statement of Attainment.
- All fees and charges outlined during enrolment, including those in the pre-training review, must be paid by the specified due date
- OC guarantees that, barring unforeseen circumstances beyond its control, every reasonable effort will be made to deliver the training and assessment services agreed upon at enrolment.
- Where a course is cancelled before commencement due to organisational or external constraints not caused by the student, all fees paid will be refunded in full.
- Where cancellation occurs after course commencement for reasons outside the student's control, OC will refund all fees paid for any portion of the training and assessment not yet delivered.