

FEES AND REFUNDS POLICY

<p>CLAUSE REFERENCE</p>	<p>Clause 5.3</p> <p>Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:</p> <ul style="list-style-type: none"> ▪ a) all relevant fee information including: <ul style="list-style-type: none"> ▪ l) fees that must be paid to the RTO ▪ ii) payment terms and conditions including deposits and refunds. ▪ b) the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies ▪ c) the learner's right to obtain a refund for services not provided by the RTO in the event the: <ul style="list-style-type: none"> ▪ i) arrangement is terminated early ▪ ii) the RTO fails to provide the agreed services.
<p>PURPOSE</p>	<p>Smart Training and Consulting is entitled to charge fees for services provided to Students undertaking training and assessment that leads to a nationally recognised outcome. These charges are generally for items such as course materials, text books, student services and training and assessment services.</p>
<p>SCOPE</p>	<p>This policy applies to:</p> <p>Individual student fees and charges associated with Full Courses, short courses, and traineeships and VET in Schools programs</p>
<p>GOVERNING PRINCIPLES</p>	<p>Fees payable for long courses</p> <p>An initial deposit of \$400 is payable in full within 7 days of receiving notification of enrolment or prior to commencement of training. Subsequent fees are payable within 28 days of receiving an invoice. Invoices will be emailed directly to students unless otherwise advised by the student. Course fees and due dates are outlined in Smart Training and Consulting Groups schedule of fees. If a student has concerns about being able to pay fees as per the fee schedule, alternative arrangements may be made at the RTO Operations Manager's discretion. Smart Training may cancel an enrolment or discontinue training if fees are not paid as required. Payment methods include direct deposit, EFT, credit card or cash. Payment details and authorisation form is attached to the enrolment form. Certificates will not be issued to students until all fees have been finalised.</p> <p>Fees payable for short courses</p> <p>All short course fees that are \$500 or less are payable upon enrolment. Smart Training reserves the to refuse a student attending a short course if the course fee has not been paid.</p>

Schedule of fees and charges

The RTO Operations Manager is responsible for approving Smart Training and Consulting Schedule of Fees and Charges. The schedule of fees and charges is to include the following information:

- the total amount of all fees including course fees, administration fees, material fees and any other charges for enrolling in a training program;
- payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/administration fee;
- the nature of the guarantee given by Smart Training and Consulting to honour its commitment to deliver services and complete the training and/or assessment once the Student has commenced study;
- any discounts, fee reductions or exemptions available for multiple enrolments, concession card holders, continuing Students, group bookings etc;
- the fees and charges for additional services, including such items as issuance of a replacement qualification or statement of results and the options available to Students who are deemed not yet competent on completion of training and assessment; and
- Smart Training and Consulting refund policy.

Replacement of text and training workbooks

Students who require replacement of issued text or training workbooks will be liable for additional charges to cover the cost of replacement. Costs will be dependent upon what needs to be replaced.

Giving notice of enrolment cancelation (excluding VET in Schools)

If a student cancels their enrolment after the commencement of training any invoices already issued must be paid in full, no further instalments will be due.

A Student who wishes to cancel their enrolment must give notice in writing. This may be via email or letter. Smart Training and Consulting staff who are approached with initial notice of cancelation are to ensure the Student understands their rights with regards to the refunding of tuition fees. The Student is also to be advised of other options such as suspending the enrolment and re-commencing in another scheduled training program.

Students who give written notice to cancel their enrolment and who are eligible for a refund are to be provided with a Refund Request Form. Students' who may not be eligible but are requesting a refund should also be provided with the Refund Request Form, so the request can be properly considered by the RTO Operations Manager.

Census Dates (VET in Schools only)

A Census date is the last date that a student can withdraw from a course without any financial liability. The Censuses date will be 4 weeks from the first date of training. If a student withdraws from a course after the Census date, the full fee will apply

Statutory cooling off period

The Standards for Registered Training Organisations require a person is to be informed of their right to a statutory cooling off period, if one is applicable. A statutory cooling off period is defined within the Australian Consumer Law introduced in 2011. A statutory cooling off period (which is 10 days) is a period of time provided to a consumer to allow them to withdraw from a consumer agreement, where that agreement was established through unsolicited marketing or sales tactics. These include tactic such as door-to-door sales and telemarketing. A statutory cooling off period allows a consumer to withdraw from a sales agreement within 10 days of having received a sale contract without penalty. All staff are recommended to refer to the [Australian Consumer Law, Sales Practices Guide](#) for further details about a statutory cooling off period and our general obligations for consumer protection during the enrolment process. Smart Training and Consulting do inform prospective Students within the Student handbook. It must be noted by all staff that Smart Training and Consulting do not engage in unsolicited marketing or sales tactics and therefore a statutory cooling off period in not applicable to our Students who have enrolled into a program through contacting us. For refund option in other circumstances, Students and staff must refer to the refund policy.

Our Guarantee to Students

If for any reason Smart Training and Consulting is unable to fulfil its service agreement with a Student, Smart Training and Consulting must issue a full refund for any services not provided. The basis for determining “services not provided” is to be based on the units of competency completed by the Student and which can be issued in a statement of attainment at the time the service is terminated.

Limiting fees being paid in advance

Smart Training and Consulting acknowledges that it has a responsibility under the Standards for Registered Training Organisations to limit the fees paid by Students in advance of their training and assessment services being delivered. To meet our responsibilities, Smart Training and Consulting may not accept payments in advance of services being delivered, exceeding \$1,500 from each student at any time. This means not prior to the course commencing or during the Student’s enrolment. Following the course commencement, Smart Training and Consulting may require payments of additional fees in scheduled payments in advance from the Student but only such that at any given time, the amount required to be paid in advance is consistent with the portion of training being delivered.

This requirement only applies when the payment for the fees are being made directly by an individual consumer that falls under the protection of Australian Consumer Law. By this we generally mean the Student or the Student’s family member.

This requirement is not applicable where the fees are being paid by the Student’s employer, school or a funding authority. This is a business-to-business transaction and does not require the limiting of fees paid in advance. Also, if fees are being charged in arrears of the services being delivered (at the end) then the need to limit the amount of fees does not apply. It only applies where fees are being sought in advance of the services being delivered.

Payment of GST

GST is exempt under section 38-85 GSTR 2003/1 Goods and Services Tax, tax ruling. The ruling explains the supply of a course for 'professional or trade course' is a GST-free education course.

ATO reference: [Goods and Services Tax](#)

Where a Student is enrolled in a course which is offering units of competency or a whole qualification, the course fees attached to this enrolment will be exempt from the payment of GST. GST does apply on the payment of some miscellaneous charges where these charges are in addition to and outside the normal services offered in a course. Please refer to Smart Training and Consulting schedule of fees and charges for details of what GST is and is not applied to.

Miscellaneous Charges

Smart Training and Consulting will levy some miscellaneous charges for services. These may include:

- Re-issuing a certificate after it has been initially issued to a Student.
- Replacing issued learning materials which the Student has lost or damaged
- Re-assessment services
- Photocopy fee
- Records request

Miscellaneous charges are to be clearly specified in Smart Training and Consulting Schedule of Fees and Charges. It is to be made clear if these services will include GST. All miscellaneous charges are to be based on a cost recovery basis and are not intended to be a source of profit.

Refunds policy

The following refund policy will apply:

- Students, who give notice to cancel their enrolment **10 business days** or more prior to the commencement of a program, will be entitled to a full refund of fees paid.
- Students who give notice to cancel their enrolment **9 business days** or less prior to the commencement of a program will be entitled to a 75% refund of fees paid. The amount retained (25%) by Smart Training and Consulting is required to cover the costs of staff and resources which will have already been committed based on the Student's initial intention to undertake the training.
- Students who cancel their enrolment after a training program has commenced will not be entitled to a refund of fees paid and will be liable for any outstanding amounts already invoiced. An exception to this policy is where Smart Training and Consulting fails to fulfil its service agreement and fees are refunded under our guarantee to clients.
- Discretion may be exercised by the RTO Operations Manager in all situations, if the Student can demonstrate that extenuating or significant personal circumstance led to their withdrawal. In these cases, the Student should be offered a full credit toward the tuition

	<p>fee in another scheduled program in-lieu of a refund. RTO Operations Manager may also authorise a refund of tuition fees if the circumstances require it.</p> <p>– Where refunds are approved, the refund payment must be paid to the Student within 14 days from the time the Student gave written notice to cancel their enrolment. Tuition refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the Student on the Refund Request Form.</p> <p>VET in Schools Refunds policy</p> <p>A full refund will be given to the school if the student withdraws from the course before the 4-week Census date. If student withdraws after Census date, the school will be liable for the full payment of fees.</p> <p>Student complaints about fees or refunds</p> <p>Students who are unhappy with Smart Training and Consulting arrangements for the collection and refunding of tuition fees are entitled to lodge a complaint. This should occur in accordance with Smart Training and Consulting complaints policy and procedures</p> <p>Breach of this Policy</p> <p>Any breach of this policy may result in counselling and/or disciplinary action. Employees are required to read and acknowledge the related policies and procedures list below in conjunction with this policy.</p> <p>Responsibilities</p> <p>Responsibility for the implementation of this policy rests with the RTO Operations Manager, Compliance Manager, RTO Admin Staff, Training Coordinators and Finance staff.</p>
RELATED POLICIES AND PROCEDURES	Not Applicable
FORMS AND TOOLS	<ul style="list-style-type: none"> • Fees and Refund Tool
RELATED LEGISLATION	<ul style="list-style-type: none"> • Australian Consumer Law