

FEES AND REFUNDS

Policy Objective

To outline the terms and conditions for the payment and administration of student fees incurred for the provision of training and assessment services by ET Australia to ensure consumer protection.

ET Australia safeguards all student fees in a fair and equitable manner.

This policy is applicable for students undertaking training under a funded government contractual arrangement and for students paying commercial fees. This includes employers or employment service providers who may pay on behalf of students and includes students undertaking both classroom based training programs and workplace or self-paced based training programs.

ET Australia ensures that all fees, payment arrangements and refund information is provided to potential clients prior to enrolment. Students are required to accept the terms and conditions set out in the Enrolment form and supporting information prior to or concurrently with payment of their fee.

Fees

Students are advised of fees in accordance to the relevant fee structure of each training program prior to enrolment. Payment costs are aligned to training programs and will vary dependent on factors such as program duration, government contractual guidelines, concession eligibility etc. Program fees are detailed in the information sheet that is provided on application or expression of interest in a training program.

ET Australia is required to protect any fees paid in advance. In order to meet this requirement ET Australia will not collect pre-paid fees of more than \$1500 from a student / prospective student. This excludes fees that are paid by an employer on behalf of their staff member. Offers of program placement are only confirmed upon receipt of the applicable enrolment fee.

Should fees exceed \$1500 or should a student not be able to pay fees a payment plan will be developed during the enrolment process.

Where concession fees or exemption of fees may be applicable (in the case of government funded programs) evidence will need to be provided to support the reduced fee amount.

Where an eligible student may be granted with a Credit Transfer for one or more units of competency, the full fee will be adjusted and a new fee determined. ET Australia must sight appropriate evidence to grant a Credit Transfer outcome.

Fee amounts provided to students prior to enrolment cover the total costs to deliver and assess the training. This includes all text book and other required resources, essential equipment, industry visits and work placement training blocks that are a timetabled part of the training program.

Any condition relating to payment of fees and charges will be notified by a Payment Plan and/or a Tax Invoice.

Payment Plans

Payment Plan Agreements must be established with students who do not pay fees in full at time of enrolment.

Payment Plan Agreements may be established because the student is unable to pay the fees in full and / or because of ASQA requirements whereby ET Australia can never collect more than \$1,500 in prepaid fees for any student.

Payment plans can be established for weekly / fortnightly / monthly repayments with the last payment falling within the training term. The first repayment must fall due prior to or upon commencement of training. A student cannot participate in training if the first instalment hasn't been paid prior to or upon training commencement.

The payment plan will be signed by the student and a copy given to the student, the original should be retained on file.

If the student has someone paying fees on their behalf, the person paying on their behalf must complete the relevant section on the Payment Plan Agreement.

Refer to 'Failure to pay' conditions as detailed further in this document

Fees for Recognition

The cost of Recognition varies between individuals because each applicant will possess a unique set of experience, skills and knowledge and some may be seeking recognition for unit/s or an entire qualification.

If an individual is interested in Recognition Assessment (RA), an ET Australia Trainer and Assessor or the Quality and Compliance Manager will have an initial discussion to determine suitability, provide essential information and provide estimations of what the process will entail and cost – allowing the interested candidate to make an informed decision.

If a candidate is deemed suitable for the RA process a non-refundable application fee is payable, this application fee will be used to offset the cost of the RA. A Recognition Assessment Application form needs to be completed and submitted with the associated fee prior to commencement of the process.

An individual Recognition Plan will be developed. Based on the Recognition Plan ET Australia will calculate the actual enrolment fees that are payable and discuss payment options.

If a student cancels the process at any time before the process of assessment has commenced, a full refund, less the application fee will be applicable.

If a student cancels the process at any time after the process of assessment has commenced, no refund will be applicable.

Additional Fees

Additional fees may apply in the case of dishonoured cheques.

ET Australia has a process in place to replace certification documentation if the original has been lost / misplaced / damaged. There is an application form that needs to be completed. A fee of \$30 applies which must be paid prior to the application being processed.

Payment of Fees

Methods of payment available are as follows:

- Electronic Funds Transfer
- Credit Card (with the exception of American Express)
- Cash payments

All fees must be paid by the time of training completion. It is important to note that if there are any fees outstanding on program completion the issuance of a Statement of Attainment / Certificate will be withheld until payment is made in full.

Failure to Pay

Resources and materials are issued to students as they progress through the units of competency they have been enrolled in. ET Australia reserves the right to suspend or cancel training if a student fails to pay any part of the training program at the time when payment is due.

If a student is paying via a Payment Plan arrangement it is essential that all instalments are paid on or before the due date.

If a student fails to pay by a due date without any explanation, the total outstanding balance of payment will become immediately due and payable (progress stage of student will be taken into consideration in these circumstances).

Fee Recovery

The process in place for the recovery of outstanding fees is as follows:

- Two follow-up reminders will be conducted when fees become overdue, one after 7 days overdue and a second after a following 5 days. This contact will be made via phone- sms text and / or email and / or face to face.
- When a payment is overdue 30 days from the due date, services / resources will be withheld until such time as payment is received. A final reminder notice is sent either by phone or email.
- When there is no response to the final reminder ET Australia will request to see the student (when a classroom based student) or phone the student (when a work-based student) in order to secure a date for payment. If payment is not forwarded within 5 days training services / resources will be withheld until payment is received.

Refunds

Standard Refunds

If a student wishes to withdraw from the training program in which they have enrolled in, within 7 days **prior** to training commencement they will be eligible for a refund of all fees paid less an administration fee of \$100.

In this case students are required to formally advise ET Australia **before classes commence and with no attendance**, that they are withdrawing from the training.

If a student wishes to withdraw from a training program / units of competency for which they have enrolled there is a requirement to notify ET Australia in writing by filling out the Withdrawal Notification form. **If a Withdrawal form is not completed a student will still be considered an active student with the expectations of payments being made.**

Consumer Protection Refunds

Fees may be refunded under the following circumstances:

- ET Australia agrees to refund, within 30 days, all fees paid less a \$100 administration charge, where, by reason or reasons beyond the student's control, including Acts of God, Acts of Government authorities, civil strike and riots, the student is prevented from attending the program.
- ET Australia agrees to refund, within 30 days, without deduction, all fees where ET Australia cancels the program or where the commencement of the program is postponed for more than four weeks.
- ET Australia adheres to the relevant State and Federal Government laws governing the Trade Practices Act.

Extenuating Circumstances Refund

If a student wishes to withdraw from the training program at any time, **after** commencement, a pro-rata refund may apply in the case of extenuating circumstances. In this case the refund will be calculated based on the units of study the student has enrolled in and the number of those units of study paid for and not yet commenced*.

* For classroom based training programs, units of competency not yet commenced is determined by the program timetable and program attendance.

* For online / self-paced learners units of competency not yet commenced is determined by the issuance of resources and participation.

Students are not eligible for a refund for any units of competency that have already been commenced at the time of withdrawing from the training under any circumstances other than those referred to under Consumer Protection Refunds.

The following examples are indicative of appropriate and inappropriate circumstances for granting a refund based on extenuating circumstances for training already commenced: -

Indicative appropriate extenuating circumstances

- Extended hospitalisation or illness (two week period minimum) supported by a medical certificate and resulting in extended absence from classes
- Pregnancy / childbirth
- ET Australia is of the opinion that the student would be unreasonably disadvantaged if not granted a refund, for example, if the student met with a **serious** misadventure or financial hardship and were unable to continue the enrolment

Indicative inappropriate extenuating circumstances

- Job change
- Change in work hours
- Inconvenience of travel to College
- Moving interstate
- Retrenchment / redundancy
- Deciding the program is not suitable and not something you wish to pursue

A student must have withdrawn or be withdrawing from training for an extenuating circumstances refund to be applicable. All refunds will be returned to the individual or organisation that payment was received from.

Applying for a Standard or Extenuating Circumstances Refund

An ET Australia Refund Application form needs to be completed and submitted in order to apply for a refund. Relevant supporting documentation may be requested to support extenuating circumstances. A Refund Application form can be accessed via the ET Australia website:

www.etaustralia.com

Exiting Students

Discontinuing students will receive a statement of fees that includes all fees applied and any fees refunded (if applicable).

Students transitioning from superseded qualifications

Where a student is enrolled in a qualification that is superseded and the student is required to transition to the new qualification to continue training and complete, and the price of the new qualification is different to that of the superseded qualification the student fee will remain the same.

Smart & Skilled Fee Administration

For students enrolled in a government funded Smart & Skilled program policies and procedures are aligned to the Smart & Skilled Fee Administration Policy and can be accessed on the Smart & Skilled website. This includes information specific to Smart & Skilled students transferring between Smart & Skilled providers.

<https://smartandskilled.nsw.gov.au/for-training-providers/prices-fees-and-loadings>

Quick Guide to Refunds

Circumstance	Policy	Actions
ET Australia cancels the training program prior to commencement due to unforeseeable circumstances.	A full refund of the fee applies without any penalty fees.	Refunds will be paid within 30 days.
By reason or reasons beyond the student's control, including Acts of God, Acts of Government authorities, civil strike and riots, the student is prevented from attending the program.	A refund is provided with the deduction of a \$100 administration fee.	This will be processed within 30 days. To be approved by Training College Manager / CEO.
A student cancels enrolment within 7 days <u>prior</u> to training commencement <u>without any attendance</u> .	A refund is provided with a deduction of a \$100 administration fee.	The student is responsible for completing a Refund Application form. This will be processed within 30 days.
A student cancels enrolment <u>after</u> training commencement for reasons not deemed extenuating.	A refund will not be granted.	The student is responsible for completing a Withdrawal form. If a payment plan arrangement is in place monies owing will be followed up on.
A student cancels enrolment after commencement due to extenuating circumstances.	<p>A pro-rata refund will be granted for units of competency not commenced at the time of withdrawal.</p> <p>The refund amount will be determined by recorded attendance / participation and units not commenced at time of withdrawal.</p> <p>The date of withdrawal will be as per the Withdrawal form submitted.</p> <p>An administration fee of \$100 will be withheld.</p>	<p>The student is responsible for completing a Withdrawal and Refund Application form. Evidence of hardship will be required. To be approved by Training College Manager / CEO.</p> <p>Refunds will only be made where the payment amounts to date are in excess of the units of competency commenced.</p> <p>Payments that are in arrears will still be due and payable.</p>
A student cancels an online / self-paced / traineeship enrolment part way through the training.	<p>A pro-rata refund may be granted for units of competency where resources had not been issued to the student at the time of withdrawal.</p> <p>Traineeships will be determined on a case-by-case basis dependent on individual circumstances.</p> <p>The date of withdrawal will be as per the Withdrawal form submitted.</p> <p>An administration fee of \$100 will be withheld.</p>	<p>The student is responsible for completing a Withdrawal and a Refund Application form. To be approved by Training College Manager / CEO.</p> <p>Refunds will only be made where the payment amounts to date are in excess of the units of competency commenced.</p> <p>Payments that are in arrears will still be due and payable.</p>
ET Australia refuses to continue the student in training due to misbehaviour or misconduct or failure to make payments.	No refund will apply in these circumstances.	
Student cancels Recognition Assessment <u>after</u> the Assessor has engaged in reviewing / assessing evidence.	No refund will apply.	
Student cancels Recognition Assessment process <u>before</u> the Assessor has received and commenced assessing evidence.	A refund will apply with a deduction of the non-refundable application fee.	The student is responsible for completing the Withdrawal Form and the Refund Application form.

This policy complies with Standards for RTOs 2015 Standard 5 (Clause 5.3)			Associated Documents
Amendment	Date	Change	
			Withdrawal Form and Refund Application Form 2019
			Payment Plan
			LINKED TO Fees & Refunds P&P on website V4.0_8 Mar 2019
APPROVED BY:	Training College Manager		DATE: 7 Mar 2019

