

# POL005 FEES CHARGES AND REFUNDS POLICY

*This policy applies to both Southern Training Organisation RTO#91378 and MBA Group Training Limited RTO#88163*

This policy outlines the approach of, and method adopted by, the RTO regarding the collection of fees, provision of refunds and fee exemptions, concessions, waivers and protection as per Standard 5.3. and 7.3 and Schedule 6 of the Standards for Registered Training Organisations (RTOs) 2015, as well as the compliance requirements outlined in the ACT Standards Compliance Guide for Australian Apprenticeships. This policy applies to all nationally recognised training provided on the RTO's scope of registration.

## PROVISION OF FEE TERMS AND INFORMATION

Individual learners wishing to undertake short course training with the RTO will be provided with an enrolment form or be directed to the MBA website, to access course specifics and fees related to the course they wish to undertake. The associated fees for each training product are advertised on the website.

All short course fees **must** be paid prior to course commencement. Failure to make payment prior to course commencement will prevent the RTO from admitting participants to the course. Account holders must pay invoices as per the payment terms listed on the invoice.

For Australian Apprenticeships (AA), the RTO charges a tuition fee except where the learner is exempt, or eligible for a concession and the RTO chooses to waive the remaining tuition fee.

Learners undertaking an apprenticeship with the RTO are provided with a list of Learner Requirements prior to enrolment, as well as the amount of fees payable for the individual apprenticeship based on the learner's entry level/stage. Fees and charges information will also be included in course confirmations and applicable course handbooks.

Fees for training undertaken within an ACT Training Initiative Funding Agreement will be payable at separate stages/years throughout the first 3 years of the training contract. Tuition fees for each stage/year will be issued in the first training block of the stage/year commencing.

Fees are subject to change and learners are advised to confirm current pricing by contacting the RTO or checking the website and the current marketing materials for current fees.

## CHANGES TO SERVICES

Where there are any changes to agreed services, the RTO is committed to advising the learner, and payee, as soon as practicable. Changes may occur due to the transition of a training product, the financial viability of a course or changes to the operation of the RTO including ceasing to deliver a training product.

Where the RTO can no longer provide the training or services paid for, the RTO will:

- Advise the learner, payee and any applicable funding or government body (e.g., Skills Canberra) of the proposed arrangements within 10 business days of the decision not to continue to deliver training

- Assist the learners to source a new training provider
- Assist the learners and employers with applying for a 'Change of RTO' variation in AVETARS, where applicable
- Issue a statement of attainment, or certificate of attendance, within 30 calendar days from when the Training Provider ceases training delivery.

## COLLECTION OF FEES

Any credit card details collected by the RTO will be stored securely until payment has been made for the specified product. After payment, credit card details will be destroyed.

Where a learner's fees are being paid for by an employer or other agency, an invoice may be requested. All invoices will be issued to the contact on the enrolment submitted. Invoices must be paid as per the payment terms listed on the invoice. Where an invoice is issued to course participants, or the nominated payee, this must be paid prior to course commencement.

If the payee holds an account with the RTO, an invoice may be requested, and payment made within the payment terms on the invoice. Account holders, or associated course participants, are permitted to attend training prior to payment being made. Certification will only be issued once payment has been received.

Ongoing tuition fees may be charged via direct debit. Where a direct debit arrangement has been applied, the payee will be provided with a minimum of two weeks prior to the amount being debited.

### Account Holders – Credit Policy

Credit will be offered at the discretion of MBA GT. Credit approval can be revoked by the RTO by written notification if the creditor fails to comply with one or more of the credit terms and conditions, including late payment.

Where credit has been provided by the RTO, the following terms apply:

- For the purpose of this policy, the term 'Creditor' refers to the individual or entity applying for credit under this policy and 'day' refers to a business day.
- Credit applications under \$10,000 must be approved by the Finance Director; applications in excess of \$10,000.00, to the Chief Executive Officer.
- MBA GT will raise an invoice prior to the date of the training and send it to the Creditor by email and/or post to the address nominated in the credit application form.
- Terms of payment are **14 days** from the date of the invoice, unless otherwise authorised by the RTO. Adjustments to payment terms will be specified on the invoice.
- If an account remains unpaid after 14 days and no arrangement has been made, legal action for recovery of monies owed will be taken and the credit agreement terminated with the Creditor.
- Where the Creditor raises a query relating to an invoice, they must do so in writing within 10 days of receiving the invoice. The Creditor must pay all amounts due and payable (excluding the amount being queried), which is not in dispute as per the payment terms on the invoice.
- Where the Creditor fails to pay any invoice within the payment terms, interest can be payable at 15% per annum on the outstanding amount from the date of invoice until we receive payment in full.
- The RTO will not issue certificates, cards and/ or qualifications for training until such time as the Creditor has paid for the training. The Creditor agrees that the RTO will not be liable for any loss or damage suffered as a result of a certificate, card and/or qualification not being issued following completion of the training where payment remains due and payable.

- Liability for the payment of fees is subject to the RTO’s enrolment, cancellation and transfer policies whereby failure to attend the course or notify the RTO of cancellation will require the Creditor to pay all amounts due and payable.

## FEE PROTECTION

The RTO will not accept payments over \$1500 prior to course commencement. Where a course fee is higher than \$1500, the learner must pay \$1500 prior to course commencement, with the remaining balance to be invoiced on the day of course commencement. The remaining balance must be paid as per the payment terms on the invoice and prior to the completion of training and assessment.

Learners obtain a right to full refund for services not provided by the RTO in the event the:

- arrangement is terminated early; or
- the RTO fails to provide the agreed services

## Collection of fees procedure

The following table shows the RTO’s procedures for collecting fees from learners.

Payment type	Collection procedure
<b>Credit card</b>	Where credit card details are provided to the RTO, a training team member will charge the prescribed amount during the week before training and assessment begins. A paid receipt will be provided via email to the payee* within 7 days of the transaction. After payment, credit card details will be placed in a locked destruction bin and sent to be destroyed.
<b>EFTPOS</b>	EFTPOS payments can be made over the counter or via phone. A paid receipt will be provided via email to the payee* within 7 days of the transaction.
<b>Invoice</b>	Invoices will be sent to the nominated email address before training and assessment begins. Invoices must be paid prior to course commencement. A paid receipt will be provided via email to the payee within 7 days of the transaction.

\*It is the responsibility of the payee to advise the desired email address for a paid receipt to be sent to. If no email is specified, the receipt will be sent directly to the learner\*

## EXEMPTIONS, CONCESSIONS AND FEE WAVERING

Applications for fee exemptions or concessions are to be made at the time of enrolment through the enrolment form and/or speaking with the course coordinator.

The RTO only permits a fee concession or exemption for a student where evidence supporting the eligibility of concession or exemption is obtained from the student prior to the finalisation of the enrolment process.

Learners undertaking training under an ACT Training Initiative Funding Agreement are eligible for a concession if, at the commencement of training, they:

- hold, and can provide evidence of a current health care card, pension card, or
- can provide evidence (in the form of pay slips/bank statement/doctors letter) of genuine or financial hardship.

Where the Australian Apprentice (AA) is under 18 years of age this rule will apply if the parent/guardian holds one of the above cards.

The concession fee is set at 20% of the RTOs published standard tuition fee. This concession applies to the total tuition fees for all three stages of the apprenticeship. The discount would be divided and applied to the cost of each stage.

MBA GT will submit an application for reimbursement to Skills Canberra at the commencement of the final stage, or when the apprentice concludes training with MBA GT, whichever should come first.

Please note that concessions **do not** apply where the employer or other third party are making payment. Where a concession has been granted, MBA GT will not waive or reduce tuition fees any further.

However MBA GT may waive the cost of textbooks if the apprentice is no longer employed at the time fees are being collected.

AA's may be exempt from paying fees in certain circumstances. MBA GT will not charge a tuition fee where:

- the employer is the training provider for its own AA, or
- the AA leaves one employer and recommences within 12 months with another employer in the same stage (year) of training, in the same qualification and with MBA GT as the training provider, or
- the AA is required to go to a different training provider because of a change of MBA GT's process, or

The RTO must collect, record and retain all evidence relating to fee transactions. Where a fee concession, exemption or refund is granted, the RTO will retain all supporting evidence relating to the decision for each student.

## REFUNDS

A refund will only be provided by the RTO, to the learner (or payee), in the event of cancellation or change of employer for AA and trainees. Refunds will be processed via the same payment method used by the learner or payee.

Where an AA or trainee leaves an employer part way through a training program a partial refund (or credit to be applied to a future learner) will be provided to the payee. The refund amount will be determined by the quantity of training blocks completed in that stage. For example, where a learner has commenced 4/6 training blocks a third of the stage fees paid will be refunded.

Short course cancellations and changes to training will be handled as outlined in the Short Course Cancellation and Transfer Policy available on the MBA website. Cancellations will not be accepted after the commencement of training or assessment.

All cancellations, requests for changes or refunds to an enrolment must be made in writing to the below contacts:

- For apprenticeship or trainee programs: [reception@mba.org.au](mailto:reception@mba.org.au)
- For short course training (including fee-for-service qualifications): [training@mba.org.au](mailto:training@mba.org.au)

The RTO reserves the right to cancel the delivery of any of its training programs or to postpone this to an alternative date. All registered participants affected by such postponement will receive a full refund or be offered the opportunity to transfer to the next available training course date.

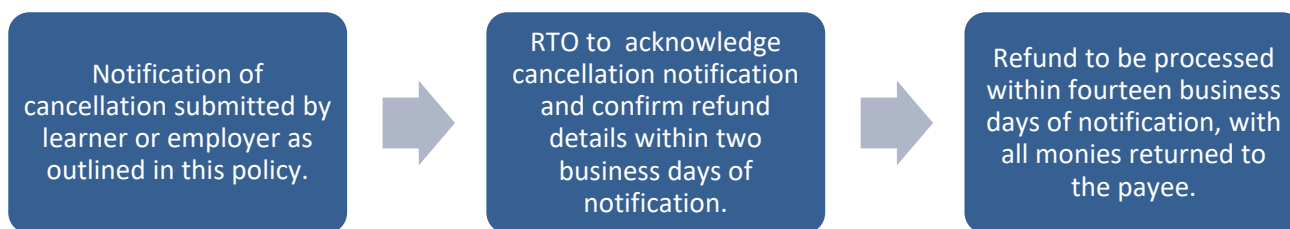
## Special Circumstances

Special circumstances may include medical, family or employment circumstances. Applications for a refund of fees due to special circumstances will be considered by RTO and the amount to refund will be calculated on a case-by-case basis and according to the amount of training provided at that time.

An application for a refund under special circumstances for short course training should be made in writing to the above contacts within 6 months of the withdrawal date.

## Refund Procedure

The diagram below shows the refund procedure to be followed by both the RTO and learner.



## RECOVERY OF OUTSTANDING FEES

All fees and charges must be paid by the due date. Failure to pay fees and charges may result in any or all of the following until the learner pays the full amount owed:

- Suspension from attending or participating in the course
- Exclusion from assessment activities
- Withholding of certification documentation
- Termination of the enrolment
- Exclusion from any future enrolments with the RTO.

The RTO may also refer any fees and charges remaining unpaid after ninety (90) days from the due date to a debt collection agency.

### DOCUMENT INFO

Relevant Standards: Standards for Registered Training Organisations (RTOs) 2015 –Standard 5, Standard 7 and Schedule 6 and the ACT Standards Compliance Guide for Australian Apprenticeships

Version History: 2.3 Nov 2024

Document last edited by: Eilysh Scowcroft, Compliance Manager

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