



Right Choice Training

RTO No: 45790

Fees and Refund Policy

PP2.8 – Fees and Refunds

Policy area	Student Support
Standards	Outcome Standards for RTOs, Standard 2.1 (c) (iii), (d), (e) Compliance Standards for RTOs for RTOs, Standard 18
Responsibility	CEO, RTO Business Manager, Admin Officer
Classification	Public

PURPOSE

The purpose of this policy and procedure is to ensure:

- Students have access to clear and accurate information about fees and charges to make informed decisions about the services offered by Right Choice Training
- The student's rights as a consumer are protected
- The student is informed about any changes to the services offered, the training product they are enrolled in or the terms of our service to them.
- The student has access to a fair and reasonable refund arrangement
- The amount a prospective or current student is required to pay in advance of services being delivered is not to exceed a total of \$1,500

DEFINITIONS

Training product means AQF qualification, skill set, unit of competency, accredited short course and module.

Short course means a low cost, short duration, with a small number of units of competency, usually conducted over 1-5 days. These courses usually relate to specific skills required in the workplace or required due to licensing or certification requirements.

Long course means a course designed to prepare the student to perform a vocational occupation such as a full qualification or a substantial course made up of multiple units of competency. These courses are usually delivered over many weeks or years.

The threshold for prepaid fee amount means the amount of fees a prospective or current student can be required to prepay is in excess of a total of \$1,500. The purpose of a threshold for prepaid fee

amounts is to limit the amount of money that can be required for payment by a student in advance of a service being delivered. It is a consumer protection measure.

Enrolment fee means a payment required to be paid by a student enrolling into a Long Course to cover the cost of administering the enrolment.

Tuition fee means the payment required to be paid by the student to cover the cost of materials, textbooks, student services and training and assessment services.

POLICY STATEMENT

Fees Payable

Right Choice Training charges fees for services provided to students undertaking training and assessment. These charges are generally for items such as learning resources, textbooks, student services and training and assessment services.

Fees are payable at different stages depending on the type of course and the payment options the student has selected.

Fees are payable once a learner has received a course registration confirmation. The initial fee payment must be made either before commencing training or within five (5) days of receiving an invoice from Right Choice Training. Right Choice Training reserves the right to discontinue training if fees are not paid in accordance with the agreed fee schedule. The current fees and charges are outlined in the published *Schedule of Fees and Charges*. Where a payment is required prior to a service being delivered, students will not be permitted to access or undertake the service unless prior approval has been granted by the CEO.

The payment requirements for all courses are specified within the current Right Choice Training *Schedule of Fees and Charges*. The Schedule will identify the amount and when the initial payment must be made, and any subsequent payments that are due as the course progresses. This information is provided to the prospective student as part of the pre-enrolment information process via the website.

Where a student is required to pay an administration fee as specified in the current *Schedule of Fees and Charges*, the application fee is non-refundable. This is to be clearly explained to the student within the *Schedule of Fees and Charges*.

Where services are being delivered directly to another business, such as where an employer is engaging Right Choice Training to deliver training to a group of its employees, this is a business-to-business service arrangement and fees will be invoiced as agreed between Right Choice Training and the client. These arrangements are not subject to the threshold for prepaid fee amount and the total amount of fees can be invoiced at any time that is agreed between the parties.

Payment methods

Right Choice Training accepts payment for fees using the following payment methods:

- Credit/debit Card, either over the phone, website payment link or via our electronic invoice
- Electronic Funds Transfer (account details provided on the invoice)

Payment in cash is not available. Please refer to our invoice for payment options.

Fees Paid in Advance

Right Choice Training will not require prospective or current students to prepay fees in excess of the prepaid fee threshold of \$1,500. This consumer protection measure ensures that students are not charged more than the allowable limit for services not yet delivered.

Subsequent payments are calculated based on the cost of training and assessment still to be delivered. These payments are proportioned across the duration of the course.

As a general principle, Right Choice Training may design a fee schedule to optimise the amount of fees payable in advance of services being delivered. However, at no point will this exceed the \$1,500 prepaid fee threshold.

The purpose of collecting fees in advance is to ensure Right Choice Training can meet costs associated with delivering services, particularly where expenses are incurred prior to training delivery.

The schedule of fees proportioned over the course duration is published in the *Schedule of Fees and Charges* and on the course pages of the Right Choice Training website.

If the cost of the course is less than \$1,500, generally the full amount will be requested for payment prior to the course commencing. Where a student has selected the payment plan option, scheduled payments will be automatically deducted from their nominated payment method. It is the student's responsibility to ensure sufficient funds are available prior to each payment date.

If a scheduled payment is unsuccessful, the student will receive an email notification requesting completion of the failed payment. If the outstanding amount is not received within three (3) business days, the enrolment may be cancelled without further notice.

Where services are being delivered directly to another business (business to business service arrangement) these arrangements are not subject to the threshold for prepaid fee amount, and the total amount of fees can be invoiced at any time that is agreed between the parties.

3.1 Schedule of Fees and Charges

The CEO is responsible for approving the Right Choice Training *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 the student may incur during their enrolment.
- any additional fees such as fees for re-issuing an AQF certificate, re-assessment fee or other miscellaneous charges;
- payment terms, including the timing and amount of fees to be paid and any non-refundable amounts or administration fees;
- consumer protection arrangements;
- payment methods;
- any discounts, fee reductions or exemptions available for multiple enrolments, concession card holders, continuing students, group bookings etc, and
- refund policy.

The *Schedule of Fees and Charges* is an important component of the Right Choice Training pre-enrolment information which is available on the Right Choice Training website. This information is made up of a number of information products, including the following:

- **Advertising and marketing material** that communicates information to the student about the services to be provided in the training product in which they have expressed their interest.
- The **student handbook** which communicates information to the student about Right Choice Training, its support services and the student's rights and obligations.
- The **schedule of fees and charges** which communicates information to the student about the fees and charges of the services offered by Right Choice Training including the schedule of payments (where applicable) and the student's rights regarding seeking a refund.

These documents combined form part of our Terms of Service with the student and the student is required to acknowledge these requirements as part of their enrolment.

Refunds policy

A student who wishes to cancel their enrolment must give notice in writing. This may be via email or letter. Right Choice Training staff who are approached with initial notice of cancellation are to ensure the learner understands their rights with regard to the refunding of tuition fees. The learner is also to be advised of other options such as suspending the enrolment and re-commencing later at a mutually agreed time.

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 Chief Executive Officer.

The following refund policy will apply:

- Right Choice Training offers a seven (7) calendar-day cooling-off period from the day of payment, ensuring students can withdraw from their course and receive a full refund, providing a 100% money-back guarantee
- If a student submits a cancellation request after seven (7) calendar days, they will not be eligible for a refund. However, the Chief Executive Officer may exercise discretion in cases of extenuating or significant personal circumstances leading to the withdrawal. This also applies where a student has not completed any units for an extended period and subsequently requests a refund.
- Refunds are not applicable if a student breaches the registration/enrolment/assessment terms and conditions and their enrolment is cancelled or terminated.
- Administration fees of \$250.00 will be deducted if a student enrolls without meeting the course entry requirements and/or Australian residency requirements, even if the enrolment is cancelled/withdrawn within 7 calendar days of enrolment.
- An administration fee of \$250 per unit will be deducted where a student has requested and received approval for a credit transfer, even if the enrolment is cancelled or withdrawn within 7 calendar days of enrolment.

Please note that the 7-day money-back guarantee does not apply in the following cases:

- Students who enrolled in the course but did not commence it within the first seven days and then request a full refund. It is the student's responsibility to review the course content during this period and decide if they wish to withdraw with a full refund.
- Short courses are delivered entirely through online e-learning.
- Non-accredited short courses.

If, for any reason, Right Choice Training is unable to fulfil its service agreement with a student, Right Choice Training must refund the student's proportion of fees paid for services not delivered.

Refund after seven calendar days:

Where total course fees are less than \$1,500 and are paid in full as a prepayment, students who cancel their enrolment after seven (7) calendar days are not entitled to a refund, regardless of whether any units have been started/completed.

Where total course fees exceed \$1,500, or where a student has opted for a payment plan, students who cancel their enrolment after seven (7) calendar days will not be required to pay any remaining fees. However, any course fees already paid will not be reimbursed.

An exception to this policy applies where Right Choice Training fails to fulfil its service agreement. In such cases, fees will be refunded in accordance with our *Guarantee to Clients*.

Discretion may be exercised by the Chief Executive Officer in all situations if the student can demonstrate that extenuating or significant personal circumstances led to their withdrawal. In these cases, the student should be offered full credit toward the tuition fee in another scheduled program in lieu of a refund. The Chief Executive Officer may also authorise a refund of tuition fees if the circumstances require it.

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.

The following outlines the Right Choice Training refund policy in various circumstances and situations that may arise:

- Cancelling enrolment after a course has commenced (for face-to-face or virtual classes) - Students who cancel their enrolment after a course has commenced will not be entitled to a refund of fees.
- Refunds for textbooks - Where a student has purchased textbooks or training workbooks and subsequently cancels, Right Choice Training will not provide a refund for textbooks or training workbooks.
- Refunds of enrolment fees - Where an enrolment fee applies, enrolment fees are non-refundable in all circumstances.
- Non-transferable - Right Choice Training refunds are not transferable to another person.
- Refunds for classes missed - No refunds will be made for classes missed due to exams, excursions, or other obligations that fall outside the normal schedule of classes.
- Intake numbers are insufficient (for face-to-face/virtual training)- Right Choice Training reserves the right to cancel a course if intake numbers for a scheduled course are insufficient. In the unlikely event that Right Choice Training cancels a course if intake numbers are insufficient, the student will receive a full refund.
- Behaviour Misconduct - Students who demonstrate behavioural misconduct after being formally warned are to have their enrolment cancelled and will not be entitled to a refund.

- Breach of Assessment Conditions: If a student breaches assessment conditions after receiving a formal warning, their enrolment may be cancelled, and they will not be entitled to a refund.
- Course Progress: If a student does not make progress in a self-paced online e-learning course and requests a refund after seven (7) days of enrolment, they will not be eligible for a refund of fees already paid.
- Course enrolment cancellation/termination: If the student’s course enrolment is terminated due to the non-receipt of the part payment or required fees, they will not be entitled to a refund of the fees paid in advance/pre- payment fees.

3.2 Statutory cooling-off period

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. Right Choice Training 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 course. For refund option in other circumstances, students must refer to the above refund policy.

3.3 Consumer Protection and Guarantee

If Right Choice Training cancels or ceases to provide planned training, Right Choice Training must issue a full refund for any services not yet provided. The basis for determining “services not yet 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 ceased. As an example: A student enrolled in a course of 2 units of competency and paid \$600.00 up front as the total course fee. The course was cancelled due to the trainer falling ill and the student at that time had completed 1 of the 2 units. The student’s enrolment would be finalised, and the student would receive a Statement of Attainment for the 1 completed units. The student would also receive a refund of \$300.00 which represents that value of the training not delivered.

Students’ undertaking a vocational education and training course are protected under Australian Consumer Law and under State and Territory consumer protection laws. These protections include areas such as unfair contract terms, the consumer guarantees, to statutory a cooling-off period, and unscrupulous sales practices. More information about consumer rights can be accessed from the Australian Consumer Law website which includes a range of helpful guides relating to specific areas of protection. Please visit the following site for more information: [Australian Consumer Law](#).

Students who are unhappy with Right Choice Training arrangements for the collection and refunding of tuition fees are entitled to lodge a complaint. This should occur in accordance with Right Choice Training complaints policy and procedure

3.4 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:

<https://www.ato.gov.au/law/view/document?DocID=GST/GSTR20011/NAT/ATO/00001andPiT=99991231235958>

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 Right Choice Training schedule of fees and charges for details of what GST is and is not applied to.

3.5 Changes to terms and condition

If at any time there is a change to the agreed services to be provided or policies relating to the student's rights and the payment of fees and other charges, Right Choice Training must advise current students in writing (email) prior to any of these changes coming into effect. This includes changes to course delivery arrangements, changes to ownership or third-party arrangements, changes caused by training product transition, or changes to our policies and procedures.

Students are to be notified of any changes to terms and conditions 28 days prior to these changes coming into effect. On being informed of these changes, students have the right to appeal the decision of Right Choice Training if the decision effects the terms of their enrolment or the services agreed to at the beginning of their enrolment. The appeal of any decision is to be handled in accordance with the Appeals Policy and Procedure.

CONSIDERATIONS

None

PROCEDURE

Steps		Person/s responsible
5.1 Invoicing fees		
i.	The Admin Officer will be notified by the LMS or via email notification when a new registration is received.	Admin Officer
ii.	Prepare an invoice for fees according to the <i>Schedule of Fees and Charges</i> .	Admin Officer

Steps		Person/s responsible
	<p>Invoicing individual students: Invoices must not exceed \$1500. For online registration, the invoice will be issued automatically once the payment is processed</p> <p>Invoicing a business: Invoices to employers may exceed \$1500. Fees with employers may be negotiated directly through a commercial contract and pre-paid fee protections do not apply.</p>	RTO Business Manager
iii.	Monitor payments received and update the student management system.	Admin Officer RTO Business Manager
iv.	Issue a receipt once payment is received.	Admin Officer RTO Business Manager
v.	<p>Notify the RTO business Manager when a payment is received, and the student can commence.</p> <p>The initial fee payment must be made prior to commencing training.</p>	Admin Officer
vi.	Where a subsequent payment/s is required, the admin officer will monitor and track payment receipt.	Office Manager Admin Officer
vii.	<p>Notify the RTO Business Manager of any subsequent payment received and update the student management system.</p> <p>The RTO Business Manager will only release additional training materials/units/modules once the subsequent payment is received.</p>	RTO Business Manager Admin Officer
5.2 Processing Refunds		
i.	A student who wishes to cancel their enrolment must give notice in writing. All requests for refund of fees must be made in writing using the <i>Refund Request Form</i> which may be obtained from Right Choice Training via email request or from the website. The form must be signed by the student.	RTO Business Manager
ii.	Right Choice Training staff who are approached with initial notice of cancellation are to ensure the student understands their rights with regard to the refunding of tuition fees.	RTO Business Manager

Steps		Person/s responsible
iii.	Provide students seeking a refund with a <i>Refund Request Form</i> . Students who may not be eligible but are requesting a refund should also be provided with the <i>Refund Request Form</i> so the request can be properly considered by the CEO.	RTO Business Manager
iv.	The CEO will consider all Refund Requests and inform the student whether their request is approved or not approved.	CEO
v.	If the request is approved, the RTO Business Manager will be notified. If the request is not approved, the student will be notified of their right to appeal.	CEO RTO Business Manager
vi.	The CEO or RTO Business Manager will determine the appropriate refund based on the Refund Policy and will process the Refund Request within 14 days to the student's nominated bank account.	CEO RTO Business Manager