

PP2.8 – Fees and Refunds



Policy area	Learner Support
Standards	Outcome Standards for RTOs, Standard 2.1 (c) (iii), (d), (e) Compliance Requirements for RTOs, Requirement 18 and 19
Responsibility	General Manager, Administration Staff

1. Purpose

The purpose of this policy and procedure is to ensure:

- learners have access to clear and accurate information about fees and charges to make informed decisions about the services offered by Forkpro Australia
- the learner's rights as a consumer are protected
- the learner 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 learner has access to fair and reasonable refund arrangement
- the amount a prospective or current learner is required to pay in advance of a services being delivered is not to exceed a total of \$1,500

2. Definitions

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

The threshold for prepaid fee amount means the amount of fees a prospective or current learner 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 learner in advance of a service being delivered. It is a consumer protection measure.

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

3. Policy statement

3.1 Fees Payable

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As Forkpro Australia services are being delivered directly to another business such as where an employer is engaging Forkpro Australia 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 Forkpro Australia 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.

3.2 Payment methods

Forkpro Australia accepts payment for course fees from businesses using the following payment methods:

- Credit Card either over the phone or via our electronic invoice
- Electronic Funds Transfer (account details provided on the invoice)

3.3 Fees Paid in Advance

Forkpro Australia does not require prospective or current learners to prepay fees of any kind.

As outlined at section 3.1, Forkpro Australia services are being delivered directly to another business (business to business service arrangement) and as such 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.

Forkpro Australia has strict payment terms of 30 days NET as a business to business provider.

3.4 Schedule of Fees and Charges

The CEO is responsible for approving Forkpro Australia *Schedule of Fees and Charges*. The *Schedule of Fees and Charges* is to include the following information:

- the total amount of all fees and charges a learner may incur during their enrolment (separate to businesses to business invoicing); eg. re-issuing an AQF certificate, re-assessment fee or other miscellaneous charges

The *Schedule of Fees and Charges* is an important component of the Forkpro Australia pre-enrolment information which is to be presented to the learner via the enterprise contact once we have received an enquiry about our services prior to their enrolment or their commencement, whichever occurs first. This information is distributed via the **learner**

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handbook which communicates information to the learner about Forkpro Australia, its support services and the learner's rights and obligations.

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

3.5 Refunds policy

As a business to business training organisation only, refunds are not available (or relevant) to learners for any course related costs.

The following policy will apply for businesses:

- **Prior to commencement.** Businesses, who give notice to cancel their course booking **7 days** or more prior to the commencement of a course, will not be invoiced.
- **Prior to commencement.** Businesses who give notice to cancel their booking **7 days** or less prior to the commencement of a course will be invoiced for 100% of the booking amount. Businesses can substitute another learner into the course at any time prior to the commencement of the course.
- **After commencement.** Businesses who cancel their booking after a course has commenced will not be invoiced 100% or course fees. An exception to this policy is where Forkpro Australia fails to fulfil its service agreement and fees are refunded under our guarantee to clients. An enterprise contact may cancel or re-schedule a learner enrolment within 7 days of the commencement of a course without charge in the event of an unforeseen medical condition or exceptional circumstances (eg. death in family). A medical certificate will be required in the event of illness.
- **Intake numbers are insufficient** - Forkpro Australia reserves the right to cancel a course if intake numbers for a scheduled course are insufficient. In the unlikely event that Forkpro Australia cancels a course if intake numbers are insufficient, the business will not be invoiced.
- **Behaviour Misconduct** - Learners who demonstrate behavioural misconduct after being formally warned are to have their enrolment cancelled and the business will be invoiced 100% of the course fees (ref to *PP2.7-Behaviour Misconduct*).

3.6 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

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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. Forkpro Australia do not engage in unsolicited marketing or sales tactics and therefore a statutory cooling off period is not applicable to our learners who have enrolled into a course. For refund options in other circumstances, learners must refer to the above refund policy.

It must be noted that Forkpro do not engage in unsolicited marketing or sales tactics and therefore a statutory cooling off period is not applicable to our learners who have enrolled into a program. For refund option in other circumstances, learners must refer to the above refund policy.

Consumer Protection and Guarantee

If Forkpro Australia cancels or ceases to provide planned training, Forkpro Australia must not issue an invoice to the business for the services not provided. The basis for determining "services not yet provided" is to be based on the units of competency completed by the learners and which can be issued in a statement of attainment at the time the service is ceased. As an example: A learner has 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 learner at that time had completed 1 of the 2 units. The learner's enrolment would be finalised, and the learner would receive a Statement of Attainment for the 1 completed units. The learner would also receive a refund of \$300.00 which represents that value of the training not delivered.

Learners' 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 a statutory 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](#).

3.7 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:

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

Where a business has booked 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.

3.8 Changes to terms and conditions

If at any time there is a change to the agreed services to be provided or policies relating to the learner's rights and the payment of fees and other charges, Forkpro Australia must advise current learners in writing (email) and the enterprise contact 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.

Learners and the enterprise contact 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, learners have the right to appeal the decision of Forkpro Australia 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 (ref to *PP2.10-Appeals Handling*).

4. Considerations

None

5. Procedure

Steps			Person/s responsible
5.1 Invoicing course fees to business			
i.	The General Manager will finalise a business to business course booking by scheduling it in the Service M8 dispatch board and sending a confirmation email with quote attached (noting 30 day NET payment terms).	General Manager	
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ii.	Trainer will complete the booked training course and process the course as "Complete" in Service M8. This action will automatically produce an invoice which will await approval in the Invoice section	Trainer
iii.	General Manager to approve the invoice within Service M8 (or make any necessary changes before approving) which will activate the system to send the invoice to Quickbooks.	General Manager
iv.	General Manager to review and send invoice to business accounts contact from Quickbooks.	General Manager

6. Other documents to consider with this policy

Policies

- PP2.2 Enrolment
- PP2.7 Behaviour Misconduct
- PP2.10 Appeals Handling

Forms

None

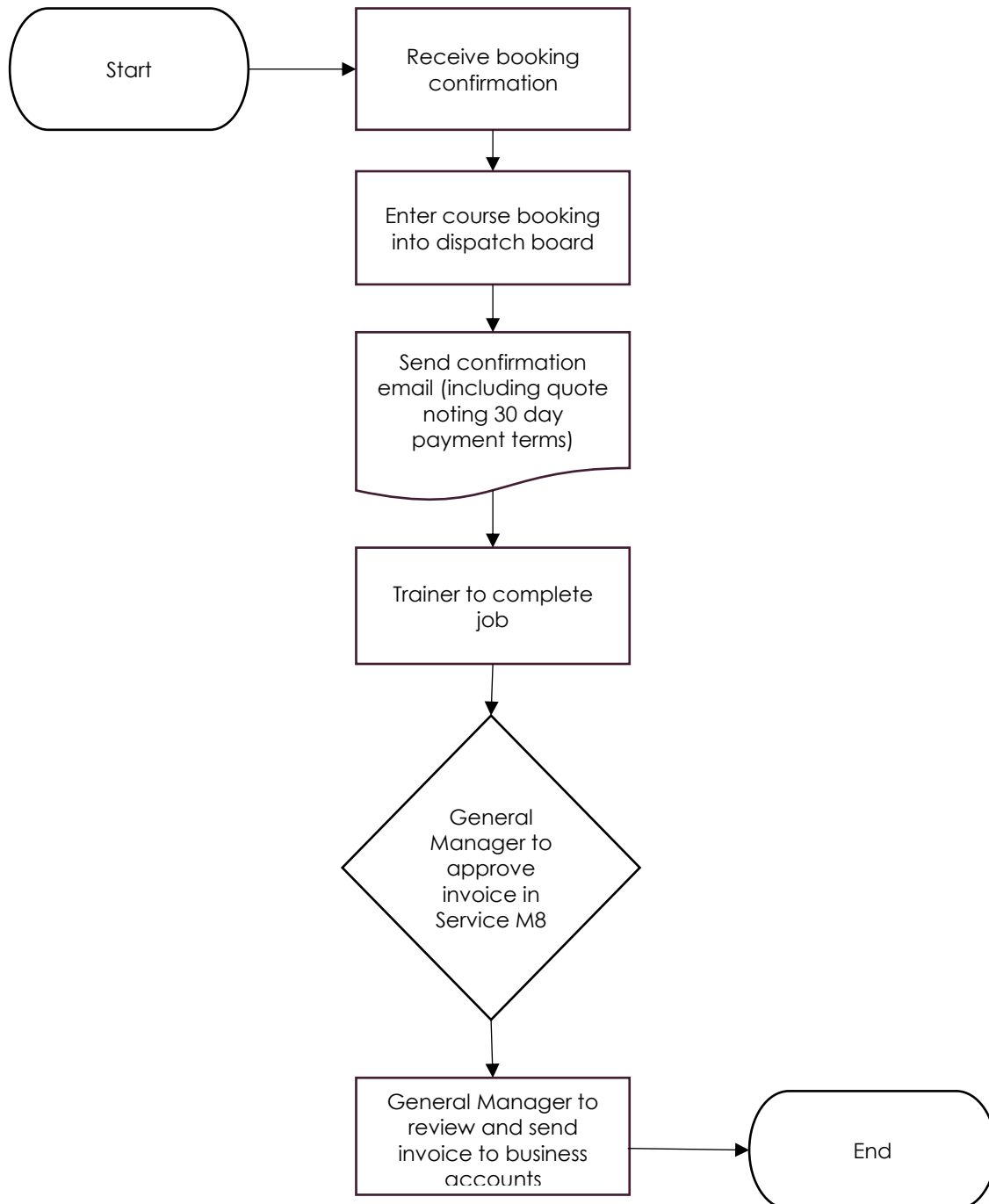
Handbooks, manuals or other documents

- Learner Handbook

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7. Flow chart

Invoicing Course Fees to Businesses



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8. Reference(s)

Outcome Standards for RTOs, Standard 2.1 VET learners have access to clear and accurate information, including to make informed decisions about the training product and the RTO, and are made aware of changes that affect them. The RTO demonstrates: (c) (iii) any fees and costs payable by the VET learner, including payment terms and conditions, refund policies and the availability of any relevant government training entitlements and subsidy arrangements, (d) prior to enrolment or before any fees are required to be paid, written information is provided to the VET learner about the agreed training to be provided, the amount of any fees to be paid by the VET learner, and the VET learner's obligations, (e) how it identifies changes that affect VET learners, including transition of superseded, deleted, or expired training products, and informs VET learners of these as soon as practicable.

Australian Consumer Protection laws

<https://consumerlaw.gov.au/consumers-and-acl>

ATO GST reference

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

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