



Fees and Refunds Policy

1. Purpose

This policy describes how N K Training Centre is entitled to charge fees for services provided to learners undertaking training and assessment that leads to a nationally recognised outcome. These charges are generally for items such as course materials, textbooks, learner services and training and assessment services.

2. Scope

This policy is applicable to all NKTC staff.

3. Reference

- Standards for Registered Training Organisations RTOs 2015 – Clauses 5.3 and 7.3
- NKTC F071 Refund Request Form V1.0

4. Policy Statement

Fees payable

Fees are payable when a learner has received a confirmation of enrolment. The initial fee payment must be made prior to commencing training or within 5 days of receiving an invoice from NKTC. NKTC may discontinue training if fees are not paid in accordance with the agreed fee schedule. The current fees and charges for NKTC are published within the current schedule of fees and charges.

Schedule of Fees and Charges

The Chief Executive officer is responsible for approving NKTC Schedule of Fees and Charges. The schedule of fees and charges is to include the following information:

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

Replacement of text and training workbooks

Learners who require replacement of issued text or training workbooks will be liable for additional charges to cover the cost of replacement. Where a learner has purchased a text or training workbooks and subsequently cancels his or her enrolment, NKTC will not refund monies for the text unless a



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written request for a refund is received, and we are satisfied that the text is in as-new condition. For a full list of replacement charges please refer to NKTC schedule of fees and charges.

Refund - Giving notice of enrolment cancelation

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

Learners who give written notice to cancel their enrolment and who are eligible for a refund are to be provided with a Refund Request Form.

Learners' 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.

Refunds policy

The following refund policy will apply:

- **Prior to commencement.** Learners, 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.
- **Prior to commencement.** Learners 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 NKTC is required to cover the costs of staff and resources which will have already been committed based on the learner's initial intention to undertake the training.
- **After commencement.** Learners who cancel their enrolment after a training program has commenced will not be entitled to a refund of fees of any fees paid in advance. An exception to this policy is where NKTC fails to fulfil its service agreement and fees are refunded under our guarantee to clients.

Discretion may be exercised by the Chief Executive Officer in all situations if the learner can demonstrate that extenuating or significant personal circumstance led to their withdrawal. In these cases, the learner should be offered a full credit toward the tuition fee in another scheduled program in-leu of a refund. 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 learner within 14 days from the time the learner 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 learner on the Refund Request Form.

All requests for refund of fees must be made in writing using the Refund Request Form which may be obtained from NKTC reception or from the website. The form must be signed by the learner.

Learners who cancel their enrolment after a training program has commenced will not be entitled to a refund of fees.

Where a learner has purchased a text or training workbooks and subsequently cancels, NKTC will not refund monies for the text.



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NKTC enrolment fees are non-refundable in all circumstances where an enrolment fee applies.

NKTC refunds are not transferable to another person. No refunds will be made for classes missed due to exams, excursions, or other obligations that fall outside the normal schedule of classes. In the case of learner suspension or expulsion there will be no refund of fees.

NKTC reserves the right to cancel a course if intake numbers are insufficient. In the unlikely event that NKTC is unable to deliver a learner's course in full, a refund will be offered for all the unused course money paid to date. The refund will be paid to the learner within 2 weeks of the day on which the course ceased being provided. Alternatively, enrolment may be offered in a different course by NKTC.

NKTC reserves the right to change its fees and conditions in accordance with the Changes to Terms and Conditions policy (see below). Changes of tuition fees will not apply to learners who have paid and or have already commenced their course. If a learner believes that these changes are unreasonable, they have the right to access NKTC complaints and appeals processes and to also take further action under Australia's consumer protection laws.

NKTC reserves the right to deny a learner access to NKTC premises and to withdraw its other services if their conduct disrupts the delivery of training and assessment.

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 provided to a consumer to allow them to withdraw from a consumer agreement, where that agreement was established through unsolicited marketing or sales tactics.

NKTC 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 through contacting us. For refund option in other circumstances, learners and staff must refer to the refund policy.

Refunds – Misconduct

No refund will be granted to a learner whose enrolment is terminated for failure to comply with NKTC policies and procedures. Learners who commit behavioural misconduct after being formally warned are to have their enrolment cancelled and will not be entitled to a refund. Please refer to the Behaviour Misconduct Policy for further guidance.

Discretion may be exercised by the Chief Executive Officer in all situations if the learner can demonstrate that extenuating or significant personal circumstance led to the request. The Chief Executive Officer may also authorise a refund of tuition fees if the circumstances warrant it.

Where refunds are approved, eligible refunds will be made within 14 days after receipt of the claim. Refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the learner on the Refund Request Form.

Our Guarantee to Clients

If NKTC defaults, that is, if the course does not start on the agreed starting date or the course ceases to be provided before it is completed, NKTC will make every effort to transfer the learners' enrolment to another RTO. If this is unsuitable, NKTC will 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 learner and which can be issued in a statement of attainment at the time the service is terminated. This



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refund will be paid to learners within 14 days of the default day with a statement explaining how the refund amount has been calculated.

NKTC acknowledges that it has a responsibility under the Standards for Registered Training Organisations to limit the fees paid by learners in advance of their training and assessment services being delivered.

NKTC does not accept payments in advance of services being delivered, exceeding \$1,500 from each learner at any time. NKTC will require payments of additional fees in scheduled payments in advance from the learner 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 the learner or the learner's family member.

Payment of GST

GST is exempt under section 38-85 GSTR 2003/1 Goods and Services Tax, tax ruling.

Where a learner 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 NKTC schedule of fees and charges for details of what GST is and is not applied to.

Miscellaneous Charges

NKTC will levy some miscellaneous charges for services. These may include:

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

These miscellaneous charges are to be clearly specified in NKTC Schedule of Fees and Charges. It is to be made clear if these services will include GST.

Learner complaints about fees or refunds

Learners who are unhappy with NKTC arrangements for the collection and refunding of tuition fees are entitled to lodge a complaint. This should occur in accordance with NKTC complaints policy and procedure. This refund policy, and the availability of our complaints and appeals processes, does not remove learner rights to take further action under the Australian Consumer Protection laws.

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 learner's rights and the payment of fees and other charges, NKTC must advise current learners in writing (email) prior to any of these changes coming into effect. This includes changes in relation to new third-party arrangements or changes to ownership of NKTC.

Learners 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 NKTC 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.