



# Fees and Refunds Policy

## 1. Purpose and Scope

The following policy and procedure outlines the requirements and process for the payment of fees and the management of refunds. This policy and procedure has been designed to ensure that consumer's rights are protected at all times through transparent and robust financial management processes.

The Fees and Refund Policy applies to all staff, consumers and products listed on the Momentum Professional Development (Momentum) website and where government funding is accessed, we follow ours or our partner RTO's Fees and Refund Policy and Procedure. If enrolling in accredited training, it is suggested that consumers read the issuing RTO's Fees and Refund Policy and Procedure prior to enrolment.

## Abbreviations / Definitions

Accountable Officer	Chief Executive Officer
Consumers	Participants, employers, clients who are engaging the services of Momentum to complete a program or qualification.
Commercial courses	Where participants pay, a fee determined by the training organisation for a qualification or course.
Course Commencement	When an Momentum team member has contacted the participant post enrolment.
Government Subsidised Program	By a state or federal government department
Payment Plan	A structured repayment program
RTO	Registered Training Organisation

## 2. Policy and Procedure

Momentum charges consumers in accordance with comparable market prices fees for all courses on offer. Commercial course fees are determined based on the program's duration, delivery method, resource requirements and commercial viability. The Accountable Officer is responsible for determining all fees and charges, which are reviewed annually.

Course fees are inclusive of tuition, learning resources, administration and enrolment processing fees.

### 2.1 Marketing and Advertising

Fees are advertised on the organisations website and are listed in all marketing material.



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Marketing and advertising quality assurance mechanisms and internal audit processes ensure all fees and charges are transparent and consumers can make an informed decision without risk of hidden fees and charges. Where additional charges are required these are listed in the participant handbook and on our organisation's website.

### 2.2 Additional charges

Additional fees are charged for;

- The replacement of any learning resources that are lost or misplaced. As these vary from program to program participants are required to view course information for more detailed costings prior to their enrolment.
- Participants who require reassessment of a task (i.e. following 3 previous unsuccessful submissions) will be charged a fee of up to \$300.00 for the fourth submission.

### 2.3 Payment of fees

Participants are provided with detailed fees, charges and refund information prior to their enrolment and are asked to sign a declaration stating that they have been provided with enough information in which to make an informed enrolment decision. Participants are issued with a quote (on enquiry), or a Tax Invoice at application/enrolment -method is dependent on funding source requirements.

Fees can be paid in full prior to the commencement of training where the total amount invoiced to an individual does not exceed \$1500. If the total fees exceed \$1500, the remainder of fees are divided up into the duration of the course and the participant is required to pay an amount weekly/fortnightly/monthly. For example; a participant who is enrolled in a 10-week program may pay \$200 per week over the 10-week period until they have paid the total fee of \$2000. Alternatively, the same participant could pay \$1500 upfront and pay the remaining \$500 over the 10-week course in \$50.00 increments.

Where an employer is paying the fee on behalf of a participant the Organisation will be issued with a service proposal and a tax invoice. Employers can pay all fees in advance; the \$1500 payment limit is not applied to organisations or employers.

A fee amount is to be paid in accordance with the fee schedule or repayment plan prior to course commencement. Fees paid are documented in our financial management system and in the financial accounts where monthly reconciliation occurs. Fees can be paid in cash, credit card or EFT into the Momentum nominated bank account.

### 2.4 Fee protection strategy

Momentum does not accept payment of more than \$1500 from each individual participant prior to the commencement of their course (no matter how these fees are collected). In cases where fees are greater than \$1500 participants are placed on a repayment plan over the term of their enrolment. At no point in time are participants invoiced an amount greater than \$1500. To ensure consumers rights and fees are protected a statistically relevant and random sample size is audited by the General Manager bi-annually.

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Momentum guarantees to honour its commitment of all fees outlined in marketing material and to provide high quality education services to its participants once the participant has paid and commenced training and assessment.

### 2.5 Payment Terms

Payment terms are agreed upon prior to course commencement and are outlined in the participants Tax Invoice. The Tax invoice identifies the fees to be paid and the dates where payments are scheduled.

Participants are required to pay all fees on tax invoices issued within a period of 14 days. Failure to pay scheduled fees may lead to a discontinuation of training or the delay in the issuance of an award by our partner RTO until the outstanding fees have been paid. Momentum uses the assistance of debt collection agencies to retrieve outstanding fees greater than 90 days.

### 2.6 Refunding of Fees

A full refund will be provided under the following circumstances;

- Where an overpayment of a fee has occurred.
- The course has been cancelled.
- The Accountable Officer feels that the participant would be unreasonably disadvantaged due to unexpected extenuating circumstance and where deferment of enrolment is not a suitable option.

A partial refund of up to 75% of the fees paid will be granted where the participant withdraws less than 30 days prior to course commencement.

Partial refunds on receipt of acceptable evidence (e.g. medical certificates) may be considered for participants who have withdrawn from training and assessment due to extenuating circumstances such as illness.

**No** refund of fees will be granted for participants who have commenced training and assessment and/or have been issued with learning resources where extenuating circumstances do not exist.

### 2.7 Requesting a Refund

Participants are asked to email:

Accounts Officer

admin@Momentum.com.au

Participants will be notified in writing of the outcome of their application within 14 working days of their application receipt. For those participants granted a refund money will be transferred into the nominated bank account within 30 calendar days. Outcomes of refund requests are documented in the participant management system and in the relevant accounting database.

### 2.8 Deferment of enrolment

Deferment of enrolment may be granted on the request of the participant for a period of up to 12 months (from the date of deferment). Where participants wish to defer their enrolment greater than

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the 12-month period they will be required to pay additional fees. Refunds are not granted unless extenuating circumstances exist.

Participants can write a letter or email Momentum to request a deferment of their enrolment. Momentum will notify the participant in writing of the outcome of their deferment application within 3 days of its initial receipt. All related correspondence will be stored in the organisations participant management system.

### 2.9 Complaints

Consumers can lodge a complaint by writing an email or a letter outlining the type and the cause of their grievance to;

#### Consumer Protection

**mailto:** [consumerprotection@Momentum.com.au](mailto:consumerprotection@Momentum.com.au)

**T:** 1300 721 121

See Complaints Policy and Procedure for more information.

### 2.10 Monitoring

Financial audits review the refund process ensuring records are transparent and adequately reflect the refunds given.

## 3. New South Wales Subsidised Training

NSW Department of Education, Smart and Skilled Fee Administration Policy (current) outlines eligibility, fee exemptions, concessions, fee-free scholarships and fee adjustments for individuals applying for subsidised training.

To be eligible for Smart and Skilled funding, a student must:

- Meet citizenship requirements, and
- Be 15 years or over, and
- Live or work in NSW, and
- No longer be at school or its equivalent (unless signing into a School Based program).

### 3.1 Fee Categories

The six fee categories are:

1. Standard Student – First Qualification
2. Standard Student – Subsequent Qualification
3. Apprenticeship
4. Traineeship
5. Concession
6. Exemption

The Standard Student fee applies to students who are not doing an apprenticeship or traineeship or who do not qualify for a concession or an exemption.

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### 3.2 Traineeship Fees

For a student undertaking a Skills List qualification as a new entrant trainee (under the Smart and Skilled Entitlement Apprenticeships and Traineeships Program) the fee is capped.

### 3.3 Concession Fees and Scholarships

Concession fees for government subsidised programs are granted in accordance with the relevant funding guidelines. Evidence of eligibility is requested on application. An individual's eligibility to receive a concession is assessed prior to enrolment. There are no concessions for Diploma qualifications.

### 3.4 Fee Exemptions/Waivers

The following identifies students who may qualify for a fee exemption;

- Australian Aboriginal and Torres Strait Islander people.
- People with a disability (must meet the Smart and Skilled disability fee exemption criteria).
- Refugees and asylum seekers (must meet the Smart and Skilled refugee and asylum seekers eligibility and exemption criteria).
- Recipients of Fee-Free Scholarships (must meet the Smart and Skilled eligibility requirements)
- Students studying qualifications under the Entitlement Foundation Skills (EFS) program.
- Students enrolled as apprenticeships or traineeships studying a qualification funded under the Entitlement Apprenticeships and Traineeships (EAT) program.

For more information, go to the Smart and Skilled website;

<https://smartandskilled.nsw.gov.au/forstudents/scholarships/fee-free-scholarships>

### 3.5 Recognition of Prior Learning (RPL) and Credit Transfer

Where an eligible student is granted RPL or Credit Transfer for one or more units of competency, a new student fee is determined by Smart and Skilled. For students subsidised under Smart and Skilled funding, RPL and Credit Transfers are automatically calculated by Smart and Skilled. For fee for service students, please refer to the Momentum NSW Fee Schedule.

### 3.6 Fees for Continuing Students

Students under Smart and Skilled funding, who have paid the full fee upfront, will not be charged an additional fee to continue their training even if the fee for the qualification increases from one activity period or year to the next.

### 3.7 Fees Adjustments

At times when a student's fee needs to be adjusted for various reasons, including, but not limited to, Smart and Skilled notification adjustments and credit transfer or RPL notifications, students will be notified via email with the reason for adjustment and adjusted invoice (if applicable) or a refund form (if applicable) and any other relevant supporting documentation, for example, including a Smart and Skilled notification of enrolment – student copy (where applicable).

### 3.8 Transferring Students

#### 3.8.1 Students Transfer of Their Own Accord

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A student may decide to withdraw from subsidised training with another RTO and transfer to Momentum. In this situation, the student may end up contributing more towards the cost of their training.

### 3.8.2 The Initial Provider Closes or Contract is Terminated

The total fees charges by the two Smart and Skilled Providers do not exceed the student fee quoted by the initial Provider.

Where the combined fee exceeds the original fee quoted, the subsequent Provider must contact NSW Department of Education to confirm the fee charged, before enrolling the student and charging any fees. The fee gap will be paid by the Department.

### 3.8.3 Student Transitions from Superseded Qualification

Students who transition from superseded qualifications to new qualifications (where the new qualification price is different):

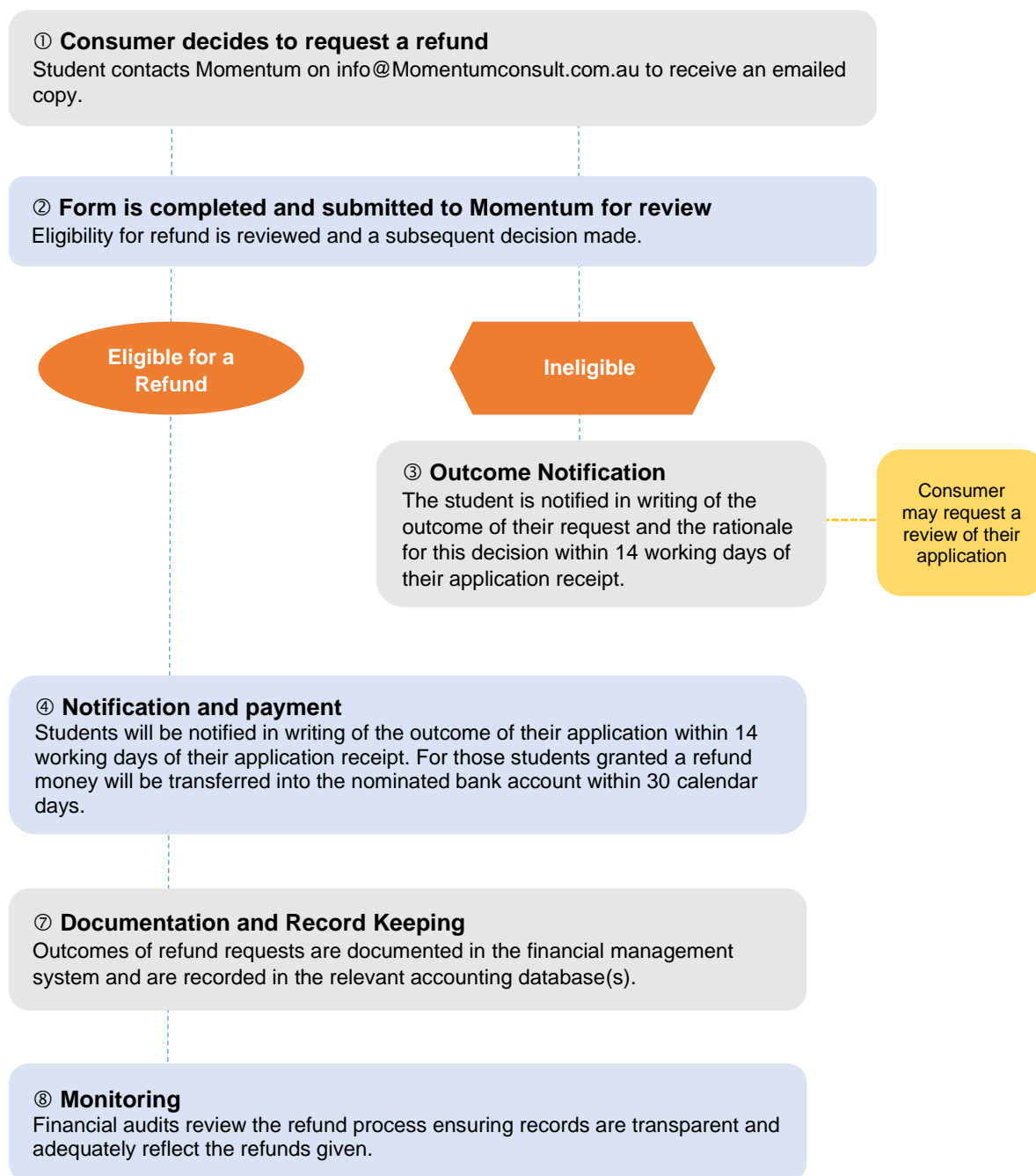
- Momentum will continue to be paid the applicable subsidy for the superseded qualification.
- The student fee will remain the same

## 3. Procedure

The following procedure outlines the framework and process of and has been summarised in **Diagram 1 – Refund Procedure**.

# Fees and Refund Policy and Procedure

Diagram 1: Refund Procedure



## References

- Australian Skills Quality Authority (2015) "User's Guide Standards for Registered Training Organisations (RTOs) 2015".