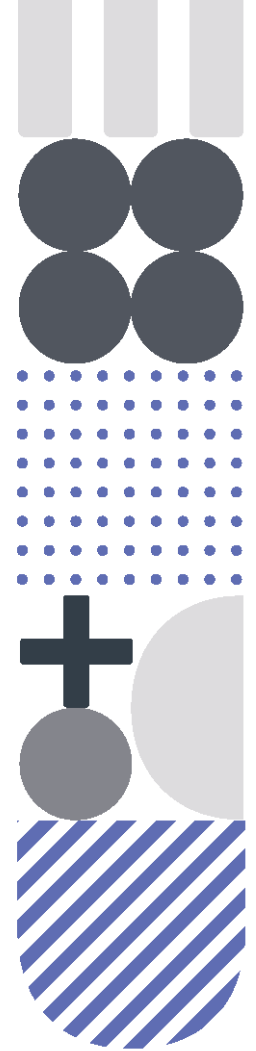


Fees and Refunds

POLICY & PROCEDURE



VERSION HISTORY

DATE	VERSION	AUTHOR	APPROVER	REVISION DESCRIPTION
5 Aug 2021	R1	Fiona Montgomery	Rachelle Matousek	Policy based on version 2.0 from 29 Aug 2019 and v2 Momentum branded policy from 6 Oct 2020 with NSW Smart and Skilled section. Revised following a review of Compliance requirements of Standards, Government Policies and Evidence Guides.

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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, domestic consumers and training products listed on our website and where government funding is accessed. A copy of this document must be provided to persons enrolling in accredited training prior to enrolment. A separate policy for international students is in their written agreements.

1.1 ABBREVIATIONS / DEFINITIONS

Accountable Officer	Chief Executive Officer
Consumers	Participants, employers, clients who are engaging the services of the RTO to complete a program or qualification.
Commercial courses	Where participants pay, a fee determined by the training organisation for a qualification or course.
Compassionate or Compelling Circumstances	Circumstances beyond the control of the participant that have a substantial impact on their course progress or wellbeing. These may include, but not are limited to, serious illness or injury; bereavement of close family members; political upheaval or natural disaster; involvement in a traumatic experience.
Course Commencement	When a team member has contacted the participant post enrolment.
Government Subsidised Program	By a state or federal government department
International Student	A person who holds a student visa and is in Australia for the purpose of studying. See separate policy in Written Agreement for international students – this policy does NOT apply to international students.
Payment Plan	A structured repayment program
RTO	Registered Training Organisation



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We charge 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 contribution fees, tuition, learning resources, administration and enrolment processing fees.

2.1 MARKETING AND ADVERTISING

Fees are advertised on the RTO website and are listed in relevant marketing material.

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 2 previous unsuccessful submissions) may be charged a fee of up to \$300.00 for the third submission.
- Participants who request a hard copy Certificate will be charged a fee of \$25.00 (including replacement copies)
- Where the deferment of enrolment for greater than 12 months has been approved, applicable Student Contribution Fees will be charged for each unit of competency that is deferred.

2.3 STUDENT CONTRIBUTION 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 quotation (on enquiry), or a Tax Invoice at registration / enrolment - method is dependent on funding source requirements.

As Student Contribution Fees will vary from program to program, participants should refer to our website for details on the fees for their specific qualification.

Where a participant has applied for and been granted credit transfer for any units in their qualification, the student contribution fee applicable to those units will be deducted from the total Student Contribution Fee charged to the participant.



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2.4 EMPLOYER CONTRIBUTION FEES

We may collect an employer contribution fee where the program is being offered as part of the participant's employment. In all cases, these fees will be negotiated and agreed prior to participant enrolment.

2.5 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 Skills 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).

2.5.1 Fee Categories

The size fee categories are:

1. Standard Student – First Qualification
2. Standard Student – Subsequent Qualification
3. Apprenticeship
4. Traineeship
5. Concession
6. Exemptions and fee-free training.

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.

2.5.2 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.

2.5.3 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.



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2.5.4 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, disabilities, a dependant child, spouse or partner of a Disability Support Pension (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/for-students/how-much-will-your-course-cost>

2.5.5 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.

2.5.6 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.

2.5.7 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).

2.5.8 Transferring Students

a) Students Transfer of Their Own Accord

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. Standard Credit Transfer rules will apply when calculating the student fee.

b) The Initial Provider Closes or Contract is Terminated



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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.

c) 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

2.6 PAYMENT OF FEES

Fees can be paid in full prior to the commencement of training where the total amount invoiced to an individual does not exceed \$1,500.00. If the total fees exceed \$1,500.00, the remainder of fees are divided up into the duration of the course and the participant is required to pay an amount weekly, fortnightly, or monthly. For example: a participant who is enrolled in a 10-week program may pay \$200.00 per week over the 10-week period until they have paid the total fee of \$2,000.00. Alternatively, the same participant could pay \$1,500.00 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 \$1,500.00 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 specified bank account.

If an employer contribution fee is applicable, these fees will be invoiced and paid in accordance with the formal agreement between us and the employer.

2.7 FEE PROTECTION STRATEGY

We do not accept payment of more than \$1,500.00 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 \$1,500.00 participants are placed on a payment plan over the term of their enrolment. At no point in time are participants invoiced an amount greater than \$1,500.00.

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



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2.8 PAYMENT TERMS

Payment terms are agreed upon prior to course commencement and are outlined in the participant's Tax Invoice. These documents identify the fees to be paid and the dates where payments are scheduled.

Participants are required to pay all fees and charges by the dates listed on tax invoices/written agreements. Failure to pay scheduled fees and charges may lead to a discontinuation of training or the delay in the issuance of an award until the outstanding fees have been paid.

We use the assistance of debt collection agencies to retrieve outstanding fees greater than 90 days.

2.9 REFUNDING OF FEES

A full refund will be provided under the following circumstances:

- Where an overpayment of a fee has occurred
- Where the course has been cancelled
- Where a participant withdraws at least 30 days prior to course commencement
- Where 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 provided under the following circumstances:

- Where the participant withdraws prior to course commencement
- Where the participant withdraws after course commencement and provides acceptable evidence (according to the Accountable Officer's professional judgement) of compassionate or compelling circumstances
- Where a student must withdraw from a course not of their own accord, e.g. where we close or where we are no longer approved to deliver the training
- Where a participant applies for and is granted Credit Transfer and/or RPL after commencement of training and where a refund is due according to the standard Credit Transfer rules for calculating the student fee
- Where a student has withdrawn from a qualification but have completed all the requirements for a lower level qualification which attracts a lower student fee

No refund of fees will be provided under the following circumstances:

- Where participants who have commenced training and assessment and / or have been issued with learning resources withdraw, and acceptable evidence of compassionate or compelling circumstances is not provided.

2.10 REQUESTING A REFUND

Participants must request refunds via email to the Accounts Officer (info@momentumconsult.com.au).



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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.

2.11 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 the 12-month period they will be required to pay additional fees. Refunds are not granted unless participants can demonstrate compassionate or compelling circumstances exist.

Participants can write a letter or email us to request a deferment of their enrolment. Opportune 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 organisation's participant management system.

2.12 COMPLAINTS

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

Consumer Protection

mailto: consumerprotection@momentumconsult.com.au

T: 1300 564 608

See 'Complaints and Appeals Policy and Procedure' for more information.

2.13 MONITORING

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

3 REFERENCES

- Smart and Skilled Fee Administration Policy, NSW Department of Education, Version 2.5 Released 3 November 2020



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4 PROCEDURE

The following procedure outlines the framework and process of requesting a refund and has been summarised in the following diagram:

