Fees Charges and Refunds

1. Policy

Information about fees must be clearly expressed and in language that clients understand. All fees and charges must be included in this information, including possible fees and charges such as RPL charges and additional charges imposed if the learners do not successfully complete their programs. If this information is complete and clear both the client and RTO are protected.

2. Purpose

To specify the conditions under which EIM Training Pty Ltd (EIMT) will apply its Fees Charges and Program Costs to the client and specify the conditions under which EIMT may apply and approve a refund.

EIMT will apply this policy consistently and fairly across all programs and any student that is enrolled into a program at EIM Training Pty Ltd.

3. Scope and Application

This policy is applicable to:

a. Individual students for fees and charges of training programs or courses, any third party, employers or guarantor responsible for student’s fees and charges for training programs or courses.

When collecting fees the EIMT has adheres to option (c) from the NVR SNR 22.3:

i. EIMT may accept payment of no more than $1000 from each individual student prior to the commencement of the course. Following course commencement, EIMT may require payment of additional fees in advance from the student but only such that at any given time, the total amount required to be paid which is attributable to tuition or other services yet to be delivered to the student does not exceed $1,500.

All refunds for any programs/courses will be in accordance with standard 22 of the NVR.

This policy does not apply to:

b. The delivery of non-accredited training to Corporate Business Entities where the corporate entity pays for the training.

4. Policy Details

Fees including course fees, administration fees, materials fees and any other charges, payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/administration fee, fees and charges for additional services, including costs of re-issuance of certificates, and refund policy.

4.1 Traineeship Funded and Full Fee for Service Courses

4.1.1 Refund if course cancelled by EIM Training Pty Ltd

If EIM Training Pty Ltd cancels a traineeship funded or Fee for Service (FFS) course before it or the student commences, EIM Training Pty Ltd must refund the fees paid for the course.

4.1.2 Refund if enrolment cancelled before course starts

If a student cancels enrolment in a traineeship funded or FFS course 15 days before it commences, EIM Training Pty Ltd must refund the fees the student paid for the
course after deducting the non-refundable enrolment fee for all courses cancelled and the cancellation fee.

4.1.3 Refund if enrolment cancelled after course starts

If a student cancels the enrolment in a traineeship funded or FFS course after it commences:

a. EIM Training Pty Ltd will not refund any fees and charges paid by/for the student for the cancelled course enrolment/s for class/es that have commenced.

b. Where a student cancels from a course after (3) months of the agreement date, you will be liable to pay the course fee to EIMT in full. (This clause excludes traineeships)

c. Where a student cancels from a course after commencement but within (3) months of the agreement date, and has Units of Competency that have been delivered or made available to the student, a pro rata charge per unit will be applied.

d. Where a student enrolled into a traineeship program only cancels from a course after commencement of the agreement date, and has Units of Competency that have been delivered or made available to the trainee, a pro rata charge per unit will be applied.

e. EIM Training Pty Ltd will not cancel any remaining payments or monies due in respect of any cancelled course enrolment/s for class/es that have commenced.

4.1.4 Exceptional Circumstances

However, if any of the following events occur while a student is undertaking a Fee Paying Course only, the student may apply to EIM Training Pty Ltd for a full or partial refund of the fees paid for the course if:

a. The student accepts a place offered through any of the government funded programs offered by EIM Training Pty Ltd

b. The student suffers an illness or injury preventing the student from completing the course

c. Exceptional circumstances prevent the student from completing the course.

The student must apply in the approved form before the assessment for the course ends. All applications for refund shall be supported by relevant supporting documentation.

EIM Training Pty Ltd may refund the fees after deducting an enrolment and administration Fee for all courses to which the application relates.

4.2 User Choice Refund

A refund will be provided for Student Contribution Fees that have been received for training delivery that has not commenced at the time of the cancellation. This will be provided on a unit of competency pro-rata basis. Once an apprentice/trainee has commenced a unit of competency, no refund will be given.

Any changes to units of competency in a training plan will cause the Student Contribution Fee to be recalculated and any adjustments required must be made to either party.

Fees and charges paid by employers on behalf of apprentices/trainees are non-refundable.
4.3 Deemed start date for courses with no defined course or program start date:
If EIM Training Pty Ltd offers any training program/course for which there is not a
timetabled start date, the commencement date for the training program/course
will be deemed to have a start date two weeks from the date of agreement as
stated on the Program Application form.

4.3 Material Fees and Other Charges:
EIM Training Pty Ltd will not refund material fees and other charges that are
considered to be supplied to and or used by the student.

4.4 Transfers of enrolment in a traineeship funded or Fee for Service (FFS) course:
This section applies if a student enrolled in a traineeship funded or FFS course at
EIM Training Pty Ltd wishes to transfer the enrolment to another program/course
offered by EIMT.
   a. Transfers will only be approved within three months of commencement of
      the course/program.
   b. If the new course is of lesser value than your current course then you will
      need to continue to pay your current Course fee.
   c. If the new course is of greater value than your current course, then you will
      need to pay the additional Course Fees to the value of the new course;
   d. Course Fees will not be refunded as a result of a course transfer.
   e. Please refer to the Schedule of Administrative Fees for course transfer fees.
   f. Course transfer fees are non-refundable.

4.5 Refused applications for refunds
   a. If a person’s application for a refund is refused, EIM Training Pty Ltd must give
      the person written notice of the reasons for refusal.
   b. The person may, within fourteen (14) days after written notice is given, apply
      to the EIM Training Pty Ltd CEO or General Manager for a reconsideration of
      the refusal.

5 Definitions

Administration/Enrolment charge is the administration costs associated with enrolling a student.

Assessment refers to the final piece of work related to the student obtaining a final result.

Corporate Business Entities have a defined training contract or agreement with EIM Training Pty Ltd
to deliver specific training program(s).

Course means unit of competency, subject or module that are part of a training package or
curriculum document. A "course" forms part of a class in EIM Training Pty Ltd.'s Student Record System.

Material fees and/or kits refers to any materials or kits purchased by the student at the time of
enrolment and may include, but not limited to, such items as textbooks used for practical
exercises conducted as part of the program/course, such as external disk drives etc. Materials also include all uniforms measured for, ordered by the EIM Training Pty Ltd or supplied
to the student.

Other services and/or resource charges is being used generically to refer to charges, for
example Student Identification Card, Student Diary, Internet fees, and/or books, supplementary texts etc.
**Re-evaluation** means the student has requested a re-assessment, by a person other than the person who assessed them and deemed them not competent, for a component of a course or a course.

**Supporting documentation** refers to supporting evidence for the following circumstances:
- accepts a place offered through a funding agency – student must provide a copy of their acceptance for the current year of enrolment
- suffers an illness or injury preventing the student from completing the course – student must provide a medical certificate or letter from a medical practitioner from a professional medical practice which clearly identifies:
  - The student’s full name
  - The period of time and
  - Details of the medical condition or injury being claimed.
- Exceptional circumstances preventing the student from completing the course – student to provide a written statement detailing the circumstances and/or written support from a support person (excluding any person who is a lawyer, has a legal background and/or similar training).

**Training program fees and charges/costs** means any combination of qualification/s, unit/s of competency (course/s), services and/or additional resource charges related to the delivery and assessment of an accredited qualification for a Training Package registered with ASQA and on the scope of registration for EIM Training Pty Ltd.

6 **Effective Date**

This policy will be effective to all refunds from 1 July 2012.

7 **Delegations**

The General Manager of EIM Training Pty Ltd is responsible for the implementation of and ongoing compliance and monitoring with this policy.

The CEO/Director is accountable for communicating this policy to the Sales and Marketing and Student Services administration team, and the General Manager is responsible for the implementation, monitoring and communication of this policy in accordance with SNR 24 and SNR 22 of the NVR Essential Standards for Continuing Registration of RTOs.

Refer to the Delegations Policy for other delegated approvals by the CEO/Director in relation to this policy.

8 **Risk Analysis and Management**

This policy is rated as a medium risk to EIM Training Pty Ltd in relation to the RTO’s ability to correctly and accurately determine when to apply a refund.

The major risk is that non compliance to the application and interpretation of the legislation, regulation or NVR standards and EIM Training Pty Ltd policies may lead to situations where refunds are processed inappropriately.

9 **Related Legislation & Regulations**

**Legislation**

- Vocational Education, Training and Employment Act 2000
- Financial Administration and Audit Act 1977
- Standards for National VET Regulator (NVR)
- National Vocational Education and Training Regulator Act 2011
- Financial Viability Risk Assessment Requirements 2011
10 Related Documents

- FO 5A-SLC Schedule of Administration Fees
- FO 3A-SLC Schedule of Fee Paying Programs
- FO 11A-SLC Schedule of User Choice fees and charges
- FO 1A-SLC Program Application form