



# Adair Registered Training Organisation Pty Ltd Fees and Refund Policy

## Purpose

The following information details the Adair Registered Training Organisation's Fees and Refund Policy. Fees are payable on all courses, details of which are contained in relevant course information pages on the website of the specific business unit or directly from the office.

Adair Registered Training Organisation (ARTO) is the parent company of several businesses or trading names registered under the Adair Registered Training Organisation Pty Ltd company structure, approved by ASQA to deliver training and assessment. For the purpose of this document a reference to *ARTO Business Unit* means the relevant business entity with whom the participant has enrolled.

## Policy

All fees are to be paid at the specified time, as per the course information and can only be paid by credit card or EFT. Tax Invoices will be issued as required. GST will be applied to training products in accordance with Australian Taxation Office ruling GSTR 2003/1.

All participants and/or businesses are liable for the financial commitment to the *ARTO Business Unit* as specified in the Enrolment form.

The *ARTO Business Unit* does not take more than \$1500.00 in advance for any training where the training fees are paid by an individual. This limit does not apply where a business is invoiced for the training offered.

## Procedure

*ARTO Business Unit:*

- guarantees once you have commenced your training / assessment, you will be provided with every opportunity to complete the course.
- will, in the event that a course is cancelled, whilst in progress, due to circumstances beyond its control, provide the participant with a refund of fees (where relevant) or offer to transfer the participant to another course.
- will refund a pro rata proportion of any money paid by you and not yet used for the delivery and assessment of the course, in the event we cancel or discontinue a course.
- Will implement the appropriate safeguards and fair options in place for any monies paid in advance (where relevant) ;

Participants who have any queries regarding eligibility for refunds should contact the CEO in the first instance.



## **Withdrawal and Refunds**

If you withdraw from a course at least 14 calendar days prior to the commencement date, you will receive a full refund less any enrolment fees.

Should you withdraw within 14 calendar days of course commencement you will be liable for any enrolment fees and 50% of the course cost.

Should you withdraw from the course once commenced, you will forfeit all monies paid and be liable for the full course cost.

## **Fees in Advance**

In the case where a participant wishes to pay more than the application fee with their enrolment application, the amount will not exceed \$1,500.00 prior to the course commencement.

Following course commencement, the *ARTO Business Unit* may require payment of additional fees in advance from the participant 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 participant does not exceed \$1,500.00.

The *ARTO Business Unit* will implement appropriate safeguards and fair options as specified by the relevant legislation for any monies paid in advance and that these funds are not used until courses and or units have commenced.

## **Procedure - Refunds**

To apply for a refund, a written claim must be submitted on the Refund Request Form to the CEO of the *ARTO Business Unit*. An application for a refund will be processed within 4 weeks after a claim has been received. Refunds are assessed on a case by case basis.

Refunds will only be refunded to the person who entered into the contract with the *ARTO Business Unit* and will not be provided to a third party. All refunds are paid electronically, no refunds will be in cash.

Agreeing to the Refund policy does not remove the right of the participant to take further action under Australia's consumer protection laws or to pursue other legal remedies.

## **Delegated Authority**

*ARTO Business Unit* Manager



## **Related Standard**

### *Clause 7.3*

*Where the RTO requires, either directly or through a third party, a prospective or current participant to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), the RTO must meet the requirements set out in the Requirements for Fee Protection in Schedule 6.*

*Requirements for protecting fees prepaid by individual participants, or prospective participants, for services. The RTO addresses participant fee protection by implementing one or more of the following arrangements:*

- 1. The RTO holds an unconditional financial guarantee from a bank operating in Australia where:
  - a. the guarantee is for an amount no less than the total amount of prepaid fees held by the RTO in excess of the threshold prepaid fee amount for each participant for services to be provided by the RTO to those participants, and*
  - b. all establishment and ongoing maintenance costs for the bank guarantee are met by the RTO.**
- 2. The RTO holds current membership of a Tuition Assurance Scheme approved by its VET Regulator which, if the RTO is unable to provide services for which the participant has prepaid, must ensure:
  - a. the participant will be placed into an equivalent course such that:
    - i. the new location is geographically close to where the participant had been enrolled, and*
    - ii. the participant receives the full services for which they have prepaid at no additional cost to the participant or**
  - b. if an equivalent course cannot be found, the participant is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.**
- 3. Any other fee protection measure approved by the VET Regulator.*

## **Refunds**

All requests for refunds must be on the Refund Request Form.