

POLICY

FEES, PAYMENTS & REFUNDS (STUDENT ENROLMENT TERMS AND CONDITIONS)

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Purpose

- 1.1 The purpose of this Policy is to ensure that all students are provided with clear and concise information in relation to the terms and conditions for fees and refunds associated with their course of study as delivered by Allens Training Pty Ltd - Registered Training Organisation 90909 (hereinafter referred to as the RTO) or an approved third party training provider delivering training and assessment services on behalf of the RTO.
- 1.2 This policy ensures the protection of consumer rights under Australian Consumer Law.

Scope

- 1.3 This policy relates to trainers, assessors, administration staff and students of Allens Training Pty Ltd. It also extends to trainers, assessors, administration staff and students of our approved third party training providers.
- 1.4 This policy comes into effect for enrolments commencing from 21st July 2025.

Policy Statement

- 1.5 This policy should be read in conjunction with the student handbook, course information and enrolment terms and conditions or equivalent. Students enrolled under a third-party or employer-funded arrangement should also refer to these terms and conditions.

- 1.6 The policy applies to individual student fees and charges associated with both nationally recognised and non-accredited training paid directly by the student or an employer on behalf of an individual student when enrolling into a public course or being enrolled into a private course booking by their employer.
- 1.7 Training conducted under a 'Business to Business' agreement (such as group training for corporate clients where the fees are paid by the employer and not paid by the individual student) is not covered by this policy. Business to Business arrangements may have other specific documented fee, payment and refund requirements that supersede this policy. This may include specific items such as minimum number charges, travel charges and cancellation timeframes. If a written 'business to business' agreement does not expressly mention fee, payment and refund terms then this standard 'Fee, Payment and Refund Policy' will apply.

Acceptance of enrolment

- 1.8 When an individual accepts a place offered by the RTO and pays the fees, it means a binding contract is created between the student and the RTO.
- 1.9 Where a requested enrolment has not been manually confirmed by an authorised individual within 48 hours prior to the scheduled training, the enrolment will be considered confirmed, and the applicable terms and conditions will be deemed accepted.
- 1.10 Terms and conditions for student fees and refunds are available to students prior to enrolment. These may include specific course entry requirements such as:
 - Completion of required online pre-course work
 - Punctual attendance
 - Provision of valid evidence of identification
 - Adherence to dress codes (appropriate grooming and personal protective equipment (PPE))

Course Fees

- 1.11 It is our policy that the course fee will be all-inclusive where possible. Students will not be 'surprised' by unexpected requirements, fees, or expenses after enrolment when dealing with the RTO or any approved third party provider.
- 1.12 Course fees are set at competitive rates and will vary from course to course. Course fees will be advised prior to the enrolment in a course on the website via the booking calendar or by directly contacting the training provider.
- 1.13 Fees are charged for the delivery of accredited training and assessment, and non-accredited programs include issuance of digital certification documents including the Testamur (certificate) and a record of results and/or a Statement of Attainment or Record of Training where competency has not been met.
- 1.14 All additional non-tuition fees such as administration and material fees are to be disclosed in advance to prospective students and payable upon commencement of their course.
- 1.15 Students who require replacement of issued text or training resources will be liable for additional charges to cover costs of replacement. Where a student has purchased a text or training workbook and subsequently cancels their enrolment, they will not be entitled to a refund for monies paid unless prior approval has been arranged (in writing) with the approved third party Training Provider and/or the RTO.
- 1.16 Students who require a paper copy of their certificate, a wallet card or licence/card for regulated courses will incur additional fees. These costs will be provided prior to course enrolment and may be subject to change without notice.

- 1.17 Customised training may incur additional fees.
- 1.18 Course fees are subject to change and all changes will be published prior to payment.
- 1.19 Course fees are due and payable at the time of enrolment unless otherwise negotiated.
- 1.20 Certification may be withheld until the required fee is paid.

Protection of fees

- 1.21 The RTO acknowledges that it has a responsibility under the Standards for Registered Training Organisations (RTOs) to limit the tuition fees paid by students in advance of their training and assessment services being delivered. To meet this responsibility, the RTO or their approved third party training providers do not collect tuition fees of more than \$1,500 in advance for individual students prior to the commencement of the course. If a student has entered into a payment agreement, they will be required to meet the obligations of that agreement but at no time will that fee be more than \$1,500 in advance.
- 1.22 The RTO has additional fee protection mechanisms in place to safeguard student fees.

Late payments

- 1.23 Where a student is more than seven (7) days overdue with payments, the RTO or the approved third party training provider reserves the right to suspend training services until payment is made to bring outstanding payments up to date.
- 1.24 Students who are having trouble in paying their fees are invited to make contact and discuss alternative arrangements for payment during their period of difficulty.
- 1.25 For long-term outstanding amounts, the RTO or approved third party training provider may utilise the services of a debt recovery agency to ensure the collection of all fees due and owing. The RTO or approved third party training provider reserves the right to pursue cost recovery for any debt collection activity.

RPL Applications

- 1.26 Where a student requests an enrolment entirely (or predominately) through an RPL pathway, 50% of the total course fees are payable on enrolment. This fee is non-refundable.
- 1.27 The balance of the course fees must be paid prior to issuance of any certifications.
- 1.28 No refund will be permitted if the student fails to provide sufficient evidence to support their RPL application.

Cancellation, withdrawal, or deferral

- 1.29 A student who wishes to cancel/defer their enrolment must submit the request in writing.
- 1.30 Where payment is made to an approved third party training provider delivering training and assessment services on behalf of the RTO, the request should go to the third party training provider. The student should be made aware of their rights with regards to the request and should also be advised of other options such as suspending the enrolment and re-commencing later at a mutually agreed time.
- 1.31 Where a student cancels, withdraws, or defers from a course, sufficient notice must be given to the RTO or approved third party training provider to be eligible for refund or transfer.

Course fee paid	Minimum notice period prior to course start date
\$0 - \$150 course fee	3 working days
\$150 - \$500 course fee	5 working days
\$500 or more course fee	7 working days

Table 1 – Notice Period Table

- 1.32 Discretion may be exercised by the Training Provider and/or RTO in all situations if the student can demonstrate that extenuating or significant personal circumstance led to their cancellation, withdrawal, or deferral without sufficient notice provided.
- 1.33 Enrolments generated through an approved Training Provider may be subject to fees/charges for subsequent moves/withdrawals, please check with the Training Provider for specific details that apply.

Extenuating or special circumstances

- 1.34 Students who withdraw from a course and are ineligible for a refund of fees but who have experienced extenuating or special circumstances affecting their study can apply in writing with supporting evidence for consideration of the refund terms.
- 1.35 Acceptable extenuating or special circumstances might include, but are not limited to the following:
- serious medical condition necessitating admission to hospital;
 - severe mental health condition;
 - death of a person with whom you had a significant relationship;
 - obligations to emergency or military services or civic obligations;
 - other extreme circumstances beyond your control, including a natural disaster, serious accident or job retrenchment.
- 1.36 Extenuating and special circumstances do not apply to the following:
- Change of mind;
 - Student relocating;
 - Change of employment or working hours;
 - Job change;
 - Disengagement from course requirements.

Refunds

- 1.37 Refunds for enrolments in courses will be calculated in accordance with the following table:

Reason for Refund / Timeframe	Notification Requirements	Refund Level
Student withdraws or cancels more than thirty (30) working days prior to course start date	Student must notify Training Provider in writing	Refund of full course fee Training provider may offer one of the following: • credit voucher or • transfer to an alternative course date or • full refund* paid in extenuating circumstances

		*Important: Please note bank/merchant fees related to the processing of the refund may be deducted from the final refund amount.
Student withdraws or cancels less than thirty (30) days but within minimum required notice period prior to course commencement (as described in Table 1)	Student must notify Training Provider in writing	Refund of course fee paid <u>less</u> 25% administration fee Options may include: • credit voucher *Important: Please note bank/merchant fees related to the processing of the refund may be deducted from the final refund amount.
Student withdraws or cancels without providing the required notice period prior to course commencement (as described in Table 1)	Student must notify Training Provider in writing	Nil refund *
Student withdraws or cancels after course commencement	Not Applicable (non-attendance without prior notification is to be recorded in student profile)	Nil refund
Student breach of Zero Tolerance Policy and Student Code of Conduct	Not Applicable Student will be dismissed from the course immediately	Nil refund
Course cancelled by RTO or Approved Training Provider (prior to course start)	Not Applicable (Training Provider to ensure written notification to students advising that program is cancelled PRIOR to course start date)	Refund of full course fee Training provider may offer one of the following: • credit voucher or • transfer to an alternative course date/approved training provider or • full refund** paid in extenuating circumstances
Course cancelled by RTO or Approved Training Provider (unable to deliver enrolled course in full – cancellation after course start)	Not Applicable (RTO to ensure written notification to students advising that program is cancelled)	Transfer/Partial refund In the first instance, the RTO will attempt to engage an alternate approved Training Provider to deliver the remaining units/content*** If an alternate approved Training Provider cannot be engaged, students will be offered a refund** of any course fees paid <u>in advance</u> of course delivery.

		The refund amount will be pro-rata amount based on the number of units completed and assessed at the time the course is cancelled.
* Students may have extenuating circumstances that prevent them from attending scheduled course dates. Supporting evidence may be required in reviewing a request for refund. Where evidence can be successfully provided to support the student's circumstances, course fees may either be transferred to the next available course where applicable, or a refund of unused course fees will be issued. This decision of assessing the extenuating circumstances shall be assessed on a case by case situation. In the case of a dispute, the CEO or delegated representative of the RTO will have final determination. **Important: Please note bank/merchant fees related to the processing of the refund may be deducted from the final refund amount. *** Student may apply for special consideration for fee recognition when transferring to another Approved Training Provider who delivers the same course in the same location under the RTO.		

Table 2 – Refund Calculation Table

Appeal - request review of a decision

- 1.38 A student who is dissatisfied with the outcome of a refund request has a right to a review of the decision. The Complaints and Appeals Policy and Procedure outlines the procedures designed to ensure the RTO or an approved training provider responds effectively to individual cases of dissatisfaction.
- 1.39 Formal grievances must be submitted in writing to the RTO, marked to the attention of the General Manager Regulatory Compliance and sent to: rtocompliance@allenstraining.com.au
- 1.40 If, as part of the review process, the RTO deems that the Training Provider has not followed the terms and conditions of this Policy, the RTO will take steps to remedy the decision. The Training Provider will be requested to make good on the refund payment due as per the amounts listed in this policy. In the case of a dispute between the RTO and the Training Provider, the RTO reserves the right to refund fees direct to the student and then take steps to recover those fees from the Partner.
- 1.41 Discretion may be exercised by the CEO or delegated representative of the RTO in all situations.

Processing of refunds

- 1.42 Refunds will be paid to the individual student or organisation who made the original payment.
- 1.43 Refunds processed to credit card will be subject to merchant provider processing timeframes
- 1.44 Any bank/merchant fees incurred in the processing of refunds may be deducted from the approved refund amount.
- 1.45 Students must be advised of the outcome of their request for a refund in writing within ten (10) business days of the receipt of their written request for refund.
- 1.46 Refunds because of an error or change by the RTO or the approved third party training provider, will be processed within (7) seven business days; all other refund requests will be reviewed and processed within (14) fourteen business days.

Procedures

1.47 The following procedures shall apply:

Processing refund of fees due to course cancellation by RTO or third party training provider		
Step	Who	Actions
1.	RTO/Third party training provider	The entity that cancels a course (either RTO or Third party training provider) must notify the student in writing notifying which options are available: • Full refund of fees paid* and/or • Credit Voucher for another course to the same value *Important: Please note bank/merchant fees related to the processing of the refund may be deducted from the final refund amount.
2.	Student	Student to advise Training Provider which option they choose
3.	RTO/Third party training provider	Refund to be processed in 7 business days and returned to the individual or organisation who made the original payment. Record of evidence and communications to be uploaded to student profile in Training Desk. Refer to Refund Calculation Table 2 for refund criteria.
Processing of refund application made by student		
Step	Who	Actions
1.	Student	Student requests refund from Training Provider in writing within the required notification period. *Refer to Notification Table 1 for notice timeframes.
2.	RTO/Third party training provider	Training Provider reviews the request and provides decision in writing within 10 business days. Refund requests to be processed in 14 business days and returned to the individual or organisation who made the original payment (Administration fee may apply) Record of evidence and communications to be uploaded to student profile in Training Desk. *Refer to Refund Calculation Table 2 for refund criteria.
Deferral applications		
Step	Who	Actions
1.	Student	Student requests to defer their course in writing within required notification period. Students can: • Defer to another course date (maximum 2 deferrals before Rebooking Fee will apply) • Withdraw from course and enrol into another course type (additional course fees may apply) *Refer to Notification Table 1 for notice timeframes.

2.	Third party training provider	Training provider reviews the request and provides decision to student within 10 business days. If application approved, student to be advised of Rebooking Fee and/or Additional Course Fees that are applicable Student enrolled into new course/date Record of evidence and communications to be uploaded to student profile in Training Desk. *Refer to Refund Calculation Table 2 for refund criteria.
Processing extenuating circumstances applications		
Step	Who	Actions
1.	Student	Application submitted in writing to Training Provider seeking a refund due to special circumstances.
2.	Third party training provider/RTO	- Review application and supporting evidence in line with policy document. - Provide decision in writing to student/client with reasons for decision.
Appeal process		
Step	Who	Actions
1.	Student	Appeal to be submitted in writing to RTO requesting a review of the decision handed down
2.	CEO or General Manager Regulatory Compliance	- Review all evidence including initial decision to accept or reject application by RTO or third party training provider. - Final decision to be provided to student in writing. - Evidence and decision outcome to be recorded in Training Desk.

Responsibilities

Compliance, monitoring and review

1.48 The General Manager of Regulatory Compliance is responsible for implementing, reviewing, monitoring, and ensuring compliance with this policy.

Reporting

1.49 No additional reporting is required.

Records management

1.50 Evidence relating to the processing and final decision of a refund of fees application must be maintained in Training Desk.

Definitions

Terms and definitions

Australian Consumer Law: A student undertaking a vocational education and training course, is protected under Australian Consumer Law and also under State and Territory consumer protection laws. These protections include areas such as unfair contract terms, the consumer guarantees and sales practices. More information about student rights as a consumer can be found on the Australian Consumer Law website which includes a range of helpful guides relating to specific areas of protection.

Course start date: the meaning of this term differs depending on the delivery mode of the training. Refer to table below.

Delivery mode	Course start date
Face to Face Training	Date of first scheduled classroom session
Refresher Training	Date of first scheduled classroom session
Online with Face to Face Training	Date of first scheduled classroom session
100% Online Training	Enrolment date/access made available to online material

Bank/merchant fees: Bank/Merchant Fees refer to charges imposed by banks or payment processors for processing financial transactions. These fees may include:

- Transaction fees – Charges for processing credit/debit card refund payments.
- Merchant service fees – Costs paid by businesses to banks or payment providers for card refund payments.

Requested enrolment: A request by an individual or on behalf of the individual by an employer or third party for enrolment into a course.

Confirmed enrolment: Enrolment request is considered confirmed once all enrolment details have been confirmed and completed in Training Desk by the student.

Refund Administration Fee: A Refund Administration Fee is an amount payable upon cancellation in certain circumstances and is calculated at 25% of the course fee.

Student: A participant in a training and assessment activity.

Working days: Monday to Friday excluding weekends and public holidays.

Related Legislation & Documents

[National Vocational Education and Training Regulator \(Outcome Standards for NVR Registered Training Organisations\) Instrument 2025](#)

[National Vocational Education and Training Regulator \(Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements\) Instrument 2025](#)

[National Vocational Education and Training Regulator Act 2011](#)

Feedback

1.51 Feedback about this document can be emailed to rtocompliance@allenstraining.com.au

Approval and Review Details

Approval Authority			Next Review Date
CEO			June and December each year
Version	Effective Date	Author(s)	Description
Draft	Jan 2024	GM Regulatory Compliance	Initial draft
Review	Mar 2025	GM Regulatory Compliance	Review of policy to incorporate feedback and changes aligned to the implementation of Outcome Standards 2025 on 1st July 2025
V2.0	30.06.2025	CEO	Final version approved for implementation and release by the CEO.
V2.1	21.07.2025	GM Regulatory Compliance	Minor amendment to the minimum notice periodic table.