



# Fees, Cancellation and Refund Policy and Procedures

## 1. Purpose of Policy

This policy sets out Safety Corp's rules and procedures about fees and refunds.

## 2. Scope of Policy

This policy applies to all clients of Safety Corp, including prospective clients, regardless of their funding source or payment method, who are eligible for the NSW Smart and Skilled funding / subsidy.

To check your eligibility for government funded / subsidised programs, please refer to Safety Corp Student Guide or Smart and Skilled website: <https://smartandskilled.nsw.gov.au/are-you-eligible>

## 3 Policy Statement

This policy is to be read in conjunction with applicable legislative instruments including the *Australian Consumer Law* legislations, *ASQA Standards for Registered Training Organisations (RTOs) 2015* and *Smart and Skilled Contract Terms and Conditions 2017* (where applicable).

Under the guidance and framework provided by these Regulations and Codes, Safety Corp will conduct all student fee administrations and refunds ethically, honestly and with fairness to all parties.

Safety Corp honours its commitment to all policies outlined in this document ensuring we provide high quality education services at all times.

## 4. Fees

### 4.1 Fee Administration and Notification

Prior to enrolment, information on course details and the enrolment process is made available to the client. Course fees are then determined based on the enrolment details provided. Following enrolment, a quote is sent out outlining applicable course fees and details.

Upon booking confirmation, clients are issued with a tax invoice and payment methods.

Additional fees may be charged for:

- The replacement of any learning resources that are lost or misplaced. As these vary from program to program clients are required to view course information for more detailed costings prior to their enrolment.
- The reissuance of misplaced or lost certificates. An extra fee of \$30 is charged for **each** certificate (Testamur, Record of Results and/or Statement of Attainment) that requires reprinting.
- Application of a USI number on behalf of the client if required.
- Clients who require reassessment of a task (i.e. following 3 previous unsuccessful submissions) will be charged an extra fee for each subsequent submission.
- Embedded qualification charge: covers the issuance of a lower qualification if the client has completed all the relevant units of competency in a higher qualification. Only issued upon request.

Exemptions for payment of fees and/or reduction of fees will apply for Recognition of Prior Learning (RPL) and/or Credit Transfer (CT). Please note that evidence for eligibility for fee exemption and/or concession is required. To check your eligibility for RPL or CT, please refer to Safety Corp Student Guide or Smart and Skilled website: <https://smartandskilled.nsw.gov.au/for-students/recognising-skills>

Up-to-date training fees and other charges are notified to enrolled clients via email and/or phone.

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## 4.2 Fee Collection and Payment Methods

Clients are provided with detailed fees, charges and refund information prior to enrolment, and are asked to sign a declaration (electronic acceptance) stating that they have been provided with sufficient information in which to make an informed decision - as a part of the enrolment process.

Safety Corp does not accept payment of more than \$1,500.00 from each individual student prior to the commencement of their course (no matter how these fees are collected).

For individual students, fees can be paid in full prior to the commencement of training in the case where the total amount invoiced does **not** exceed \$1,500.00. If the total fees exceed \$1,500.00, a minimum deposit of \$500.00 is made prior to commencement of training, and the remainder of fees are paid according to the agreed payment plan and prior to issuing a certificate. Payment methods are as outlined in the invoice sent to the client.

For employers, the above limit does not apply and invoice payment can be made at any stage prior to issuing certificates.

Fees paid are documented in the student management system and in the financial accounts where regular reconciliation occurs. Failure to pay scheduled fees may lead to a discontinuation of training or the delay in the issuance of a certificate until the outstanding fees have been paid. Where training discontinuation or a delay in the issuing of a certificate is likely, clients will be informed of their rights and responsibilities. Safety Corp retains all evidence of fees collected and all attempts to recover outstanding fees in the clients file and in the student management system.

## 5. Cancellation and Withdrawal

### 5.1 Policy

Safety Corp provides a cancellation policy to clients prior to commencement of the course.

A full refund applies if Safety Corp is notified of a cancellation more than 14 days prior to course commencement date, a partial refund (up to 50%) for a cancellation 5 days or more prior to course commencement date.

Clients are not eligible for any refunds and will be invoiced the full charge of the course in the case where they advise Safety Corp of their cancellation less than 5 days prior to course commencement date. In this case, a cancellation fee will be charged. This charge may vary according to how much notice is provided before commencement date.

Once the course has commenced, **no** refund will be made where students withdraw prior to completion. Extra fees may also be charged to cover the number of units completed. However, should students wish to finalise incomplete units of competency in a future course, the original fee can be used as credit towards that course. This offer is only available within a six-month period from the time initial payment is received.

### 5.2 Discontinuing Students

In the case where student wishes to discontinue their training without completing the course, Safety Corp will take all necessary measures to:

- Determine the reason for discontinuing, and - if found to be related to delivery of the training – ensure all reasonable efforts are made to address the client’s concerns.
- Obtain formal notification from the student of their effective withdrawal date.
- Issue the student with a Statement of Attainment and associated transcript for completed units of competency within 21 days of notification of the discontinuance.

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- Update the training plan listing all units of competency and the respective outcome for each, and provide the student with the updated training plan.
- Give the student a statement of fees that includes all fees applied, outstanding or refunded if applicable.
- Submit training activity data to finalise the record and, if eligible, receive any further payments or Subsidies and Loadings.

### 6. Refunds

#### 6.1 Policy

There are a number of circumstances where a refund of fees will be available. The following conditions apply:

- In the case where a client has overpaid, the full overpayment will be refunded.
- A course has been cancelled by Safety Corp due to unforeseen circumstances. In this case, the full amount paid will be refunded.
- In the case where a client has paid fees in advance and then wishes to cancel the course, the above Cancellation Policy (Section 5 “Cancellation and Withdrawal” of this document) applies.
- In the case where a client has paid fees in advance and is granted Recognition of Prior Learning for one or more units, the client will be given a partial refund. Fees will be retained to cover the cost of processing the RPL application and engaging a qualified trainer and assessor for assessing the evidence provided by the candidate. The refund amount will be prorated depending on the number of units that have been granted RPL less administrative and assessment fees.
- In the case where a client has paid fees in advance and then is granted Credit Transfer for one or more units, the client will be given a refund for the full amount of the units that are deemed equivalent.
- In the case where a client has paid for and confirmed a course and Safety Corp becomes unable to provide this course, Safety Corp will provide an alternative RTO provider to ensure completion of the program. **No** refund of fees will be granted in this case.
- No refund will be made in the case where clients withdraw prior to completing the course.
- No refund will be made on perishable items such as practice materials (fire extinguishers, gas masks ... etc.) and learning resources (books, tools ... etc.)
- In all other cases, refunds are at the discretion of the RTO Manager and may be negotiated on a case-by-case basis. The RTO Manager ensures that all refunds are dealt with in a fair and equitable manner.

The client agrees that Safety Corp may change this policy at any time and the policy to be used to determine whether they receive a refund will be the policy applicable at the time they give notice of cancellation or withdraw enrolment in a course. For the latest policy please visit [www.safetycorp.com.au](http://www.safetycorp.com.au).

#### 6.2. Application for Refunds

All requests for refunds must be submitted in writing, addressed to Safety Corp RTO Manager and emailed to [rto@safetycorp.com.au](mailto:rto@safetycorp.com.au).

All requests for refunds will be acted upon within 14 days in accordance with Safety Corp Refund Policy.



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### 6.3. Appeal

If the client is not satisfied with the decision of their refund request, they may appeal that decision within 7 business days of receiving the original decision from Safety Corp.

### 7. Definitions

We / our	Safety Corp
You / your	Client
Client	Generally includes individual students and corporate clients (employers) unless specifically mentioned either of them.