

## Purpose

The purpose of this policy is to outline Kallibr Trainings approach to managing fees, course and booking cancellations, and refunds in a fair and equitable manner for all learners; and how it supports compliance with Clause 5.5, 5.3, 7.3 and Schedule 6 of the Standards for Registered Training Organisations (RTOs) 2015.

## Scope

This policy applies to advertising, marketing and enrolment material and any other resources that provide information on course fees and refunds to learners; and includes any third-party agreements.

## Policy Statement

Kallibr Training charges fees for training products and/or courses it delivers. All tuition fees and charges are published in the advertising and marketing material and enrolment information provided to learners prior to enrolment.

Kallibr Training protects fees that are paid in advance by learners. Where a learner pays more than \$1,500 in advance for services not yet provided, Kallibr Training holds an unconditional bank guarantee to protect those fees.

The requirements for protection of prepaid fees apply no matter how the fees are collected. Any fees collected by a third party are subject to the same conditions. Where required Kallibr Training will ensure that protection measures are in place and implemented accordingly.

These requirements apply to fees prepaid by learners, regardless of when Kallibr Training receives the payment.

## Policy Details

Kallibr Training charges fees for services provided to learners undertaking training and assessment that may lead to a nationally recognised outcome. These fees are generally for items such as course materials, textbooks, learner services and training and assessment services.

Fee information relevant to a training product and/ or course is outlined in detail in the associated advertising and marketing material, in the student handbook and on Kallibr Training's website. Information is made available to all learners prior to enrolment.

The conditions outlined in this policy do not override the learners right under any applicable consumer protection legislation.

The fees and charges information describes the costs involved with a course and includes the following information:

- a. The total amount of all fees payable including course fees, administration fees, material fees and any other charges that may apply to the training program.
- b. Payment terms and conditions, including the amount of fees payable and any non-refundable deposit or administration fee or cancellation fee.

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- c. How and when fees are to be paid to secure enrolment in a course.
- d. The nature of the guarantee provided by Kallibr Training in honouring its commitment to deliver the agreed services.
- e. Any discounts, fee reductions or exemptions available for multiple enrolments, concession card holders etc.
- f. The fees and charges for additional and miscellaneous services, including such items as the issuance of a replacement qualification or statement of attainment, replacement of materials, and the options available to learners who are deemed not yet competent on completion of training and assessment.
- g. Cooling off period (if applicable).
- h. How to request a refund and conditions under which a refund may be provided.

Kallibr Training does not guarantee that learners will successfully complete the course in which they enrol, regardless of whether all fees due have been paid.

### a. Course Fee Inclusions

Course fees include:

- I. Training and assessment resources and materials required for learners to achieve the course in which they have enrolled within the allowable number of assessment attempts.
- II. Access to the required materials to complete the course as specified.
- III. Issuance of one set of certification documents for units of competency successfully completed (where applicable).

Course fees do not include:

- I. Any optional textbooks, resources or materials that may be recommended but are not required to complete the course.
- II. Specific tools, protective clothing or incidental items. This cost is over and above the tuition fee. Learners may choose to purchase these items externally.
- III. Associated licences required by an external organisation.
- IV. Access to any hardware or software that may be required to complete the course or technical support.
- V. Administrative costs associated with cancellations prior to the commencement of a course.
- VI. Any re-assessment of a National Assessment Instrument (**NAI**).

### b. Payment Terms

- I. Individual students booking on their own behalf
  - i. Students who book into a course on their own behalf are issued their invoice when they make their booking.
  - ii. This booking is a 'Tentative Booking' until the student:
    - A. provides Kallibr Training all necessary enrolment-related paperwork; and
    - B. pays the invoice in full;
 at which point the Tentative Booking becomes a 'Final Booking'.
- II. Companies who do not hold a credit account with Kallibr Training:
  - i. will be issued their invoice when they make their booking; and
  - ii. This booking is a 'Tentative Booking' until the student:

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- A. provides Kallibr Training all necessary enrolment-related paperwork;  
and
- B. pays the invoice in full;

at which point the Tentative Booking becomes a 'Final Booking'.

- III. Companies who do hold a credit account with Kallibr Training:
  - i. Place a Tentative Booking; and
  - ii. Will be issued their invoice only when Kallibr Training receives a valid Purchase Order (PO) from the company, at which point their Tentative Booking becomes a Final Booking.
- IV. Kallibr Training reserves the right to replace a student with a Tentative Booking in exchange for a student with a Final Booking in any of its courses.

### c. Cooling off Period

Kallibr Training protects the rights of the learner including but not limited to the statutory requirements for cooling-off periods.

Learners are entitled to a cooling off period when enrolling in a course if they signed up to that course because of an unsolicited phone call or door to door sale. The cooling off period is 10 days from the date they booked into the course. To exercise this right, the learner must notify Kallibr Training in writing of their intention to withdraw.

### d. Consumer Guarantee

If for any reason Kallibr Training is unable to fulfil its service agreement with a learner, it will issue a full refund for any services not provided. The basis for determining "services not provided" is to be based on the units of competency completed by the learner which can be issued in a statement of attainment at the time the service is terminated.

Where there are changes to agreed services, Kallibr Training will notify the learner as soon as practicable.

### e. Fee Protection Measures

Kallibr Training has fee protection measures in place where it collects more than the maximum of \$1500 from individual learners for prepaid services.

This requirement only applies when the payment for the fees is being made directly by an individual that falls under the protection of Australian Consumer Law. This requirement is not applicable where the fees are being paid by the learner's employer or a funding authority. This is an entity-to-entity transaction and does not require the limiting of fees paid in advance.

Kallibr Training holds an unconditional bank guarantee that protects the fees prepaid by individual learners, or prospective learners, for services (refer to Schedule 6 of the Standards for RTOs 2015).

If Kallibr Training is unable to provide the services for which a learner has prepaid, it will:

- I. Place the learner into an equivalent course without having to pay any additional fees for the portion of the course they have paid in advance, or
- II. Refund the learner for all fees paid in advance over \$1500.

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Kallibr Training adopts the negotiated commercial transaction principle as defined by ASQA. “A transaction that arises from a representative of the student(s) who commits to incur the costs of that training on behalf of the student(s) through provision of a purchase order and/or acceptance of a quote and who intends to pay for those services via a form of credit established by that representative either through a third-party financial service or through acceptance of trading terms offered by the company”.

### f. Cancellations, Rescheduling and Refunds

Cancellation and refund information is made available to students prior to enrolment through:

- I. Kallibr Training Participant Handbook
- II. Kallibr Training website
- III. As part of the enrolment information pack.

Subject to any cooling off right the student may have, the circumstances in which a student may obtain a refund for cancelling or rescheduling their course are outlined below. If eligible, students can apply for a refund by completing the **Cancellation Application Form**.

Where a commercial client books staff for training, they may book substitute staff prior to the day of commencement of a course. Additional charges may apply.

Refunds will only be made to the person or organisation who made the original payment.

Cancellation Circumstances	Refund Applicable
Cancellation or reschedule more than seven days prior to the course commencement date	Full refund of course fees, less \$50.00 administration and processing fees
Cancellation less than seven days prior to the course commencement date	No refund
Rescheduling less than seven days prior to the course commencement date	Because it is highly unlikely we'll be able to fill your original spot, you will forfeit your payment and will be required to make full payment for your new course
No attendance on commencement of the course	No refund
Scheduled course is cancelled by Kallibr Training	Full Refund where the course cannot be rescheduled
Returning late from a break in course delivery, or not returning at all.	Your trainer will advise of return time from breaks. At their reasonable discretion, if you arrive back late you may be excluded from class. It is common courtesy towards your trainer and other students. No refund.  Similarly, if you do not return from a break then no refund applies.
Unable to commence an online or connected in real-time course as you do not have the	No refund

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requirements as agreed upon at enrolment and induction	
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## g. Appeals

Learners and clients have the right to appeal against a decision made under this policy. Appeals must be made in line with the Complaints and Appeals Policy and Procedure.

## h. Record Keeping

All records relating to fees, cancellations and refunds will be kept on the learner's file. This will include all decisions and outcomes.

## Legislation & Reference Documents

- *Clause 5.5, 5.3, 7.3 and Schedule 6* of the Standards for Registered Training Organisations (RTOs) 2015.
- User's Guide to the Standards for RTOs 2015
- Refund Application Form
- Advertising and Marketing Policy and Procedure
- Complaints and Appeals Policy and Procedure
- Privacy Policy and Procedure
- Records Retention and Management Policy and Procedure
- Student Handbook
- Website

## Definitions

Term	Definition
Appeal	Requests for a review or reconsideration of decisions made by the RTO. These decisions could involve assessments or access to support services.
Client	Means a learner, enterprise or organisation that uses or purchases the services provided by the RTO.
Complaint	Expression of dissatisfaction made by a learner or client that relates to the conduct of an RTO, its staff, a third-party offering services on its behalf, or other learners in the RTO.
Confidentiality	The process of ensuring that the privacy of all parties involved in a complaint is protected as much as legally possible, to minimise the grounds for possible defamation action, and to facilitate a positive complaint resolution process.
Consumer Protection	Is the practice of safeguarding buyers of goods and services, and the public, against unfair practices in the marketplace. Consumer protection measures are often established by law.
Cooling off Period	Is a period of time following a purchase when the purchaser may choose to cancel a purchase, and return goods which have been supplied, for any reason, and obtain a full refund.
Learner	A person being trained and/or assessed by the RTO for the purpose of issuing AQF certification documentation.
Standards for Registered Training Organisations (RTOs) 2015	Ensure that training delivered by RTOs meets industry requirements (as set out in training packages and accredited courses) and has integrity for employment and further study, and that RTOs operate ethically and consider the needs of both learners and industry.

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## Responsibilities

Role	Responsibility
State General Manager	Organisational compliance with <i>Clause 5.5, 5.3, 7.3 and Schedule 6</i> of the Standards for Registered Training Organisations (RTOs) 2015.
CEO / CFO / Board	Approval of the policy & procedure.
Compliance Manager	Management of the document control and review process; Communication of the policy & procedure to all staff.
Kallibr Staff	Adherence to this policy as applicable.

## Version Control

Date	Version	Amendment Description	Amended By
July 2022	0.1	Draft	Silvia Bazon
August 2022	1.0	Approved	CEO / CFO / Board
February 2023	2.0	Redefined refund timing and amounts	CEO
May 2023	3.0	Update to policy details	CEO / CFO

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