

1. Policy

This policy/procedure provides all staff and students information on the ability to apply for a refund of tuition fees in certain circumstances.

The following procedures ensure all students are treated fairly and with integrity when applying for refunds. All refunds applications are to be submitted to Student Administration and the following procedures followed in assessing the application.

Emergency First Aid Pty Ltd ensures protection of all fees and aims to provide clear and accessible information to students about fees and charges prior to and throughout their enrolment with Emergency First Aid Pty Ltd.

Standards for RTO's 2015.v2.2 - Chapter 2 – Enrolment

The Users Guide for Standards for RTO's 2015 – Chapter 2 - focuses on the student's enrolment experience with their registered training organisation (RTO), the second phase of the student's journey.

Under the Standards for Registered Training Organisations 2015 (the Standards) relevant to the enrolment phase of the student journey, RTOs are responsible for:

- informing and protecting students (clauses 5.1 to 5.3)
- protecting pre-paid fees by students (clause 7.3)
- providing credit for prior studies (clause 3.5).

This policy and procedure relates to clause 5.3 and 7.3.

Clauses 5.1 to 5.3—Informing and protecting students

Clause 5.3

Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:

- a) all relevant fee information including:
 - i) fees that must be paid to the RTO
 - ii) payment terms and conditions including deposits and refunds.
- b) the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies
- c) the learner's right to obtain a refund for services not provided by the RTO in the event the:
 - i) arrangement is terminated early
 - ii) the RTO fails to provide the agreed services.

What this Standard means for our RTO

Our RTO must provide clear information to prospective learners to enable them to decide if our RTO and course is suitable for them, taking into account their existing skills and knowledge and any specific needs. Prior to enrolment or commencement of training or assessment activities (in this context, assessment includes the collection or analysis of evidence for recognition of prior learning activities), you must provide clear information to learners about the following:

Fee information

Clause 5.3

- If your RTO requires individual students to pay fees (this requirement does not apply if you contract with a company to deliver training to their employees, paid for by that company), provide fee information prior to enrolment or commencement of training/assessment (whichever is earliest) about:
 - all fees payable to your RTO, clearly describing all costs involved with the course
 - how and when fees must be paid
 - how to request a refund
 - the conditions under which a refund would be provided.
- If you enrol a student under any loan or delayed payment arrangement (including a VET Student Loans arrangement), you must clearly state the terms of the arrangement, including:
 - any debt that may be incurred
 - when repayment is required and under what conditions
 - any associated fees, indexation or interest.

Funding entitlements

- If learners may be accessing any government funding entitlement that may reduce their ability to access such funding in the future (such as arrangements that limit funding to one qualification for a person), provide this information prior to enrolment.

Consumer rights

- Inform prospective learners about their rights as a consumer, in accordance with state/territory laws.
- If state or territory laws where the course is being offered require a cooling-off period, you must provide information about this.

Clause 7.3—Protecting pre-paid fees by students

Clause 7.3

Where the RTO requires, either directly or through a third party, a prospective or current learner 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.

Emergency First Aid Pty Ltd does not have any courses in excess of \$1500 fees.

What clause 7.3 means for your RTO

'Prepaid fees' (sometimes referred to as 'fees collected in advance') means fees that are collected before the relevant services have been provided. These include payments made at any time before, during or after the student enrolls. Any payment received before a service is delivered is unearned revenue and is a liability that must be paid back, either through service delivery or as a refund. Unless a university or government-administered, if an RTO or an agent operating on its behalf collects more than \$1500 in prepaid fees from a prospective or current student any prepaid fees over \$1500 must be covered by at least one of the measures available in Schedule 6.

Fees, Refunds & Protection of Course Fees

Policy 3.1



The requirement to protect prepaid fees by students includes all students whether resident in Australia or overseas.

The requirements that apply to prepaid fees include all fees that a student is required to pay, including enrolment fees, tuition fees, materials fees and any other fee component that is a mandatory payment for the course.

RTOs are only required to protect prepaid fees from individual students and prospective students where the student or their representative pays the fees through direct enrolment. These requirements do not apply, for example, where an employer engages an RTO to provide training and/or assessment to members of its staff through a negotiated commercial transaction.

Agreement to Course Fees and Charges

- 1.1** Students and persons seeking to enrol in a course with Emergency First Aid Pty Ltd are advised of all fees and charges associated with a course, including course fees, administration fees, materials fees and any other charges on the relevant Course Outline, the Student Information Handbook and Emergency First Aid's website.
- 1.2** The information provided to each prospective student and/or client will include:
 - The total amount of all fees including course fees, administration fees, materials fees and any other charges.
 - Payment terms, including timing and amount of fees to be paid, any non-refundable deposit, administration fees and any fees and charges for additional services.
 - This Fees, Refunds & Protection of Course Fees Policy and Procedure.
- 1.3** All students will be required to sign a Terms and Conditions at the time of enrolment which outlines the total course fees, payment terms and schedule of payments applicable to their course. The Terms and Conditions are designed to provide clear and concise information to the student about applicable fees and charges, provide options for payment as well as outline the terms and conditions of the enrolment.

What do Student Fees cover?

- 1.4** Unless otherwise specified, course fees include the cost of all compulsory training and assessment materials. Any optional textbooks and materials that may be recommended but not required for completion of the course, are not included in course fees and will be an additional cost should the student wish to purchase such materials.
- 1.5** All course fees include up to three (3) attempts at assessment per unit. Where an additional assessment is required in order to achieve competency, EFA reserves the right to charge the student, an additional re-assessment fee in accordance with the fee table provided on the relevant Written Agreement located on the enrolment form.
- 1.6**

If an original certificate or Statement of Attainment is requested, Emergency First Aid will charge a fee of \$10.00. Alternatively; students can log into their portal and access their Certificates at anytime with no additional charge.

Fees, Refunds & Protection of Course Fees

Policy 3.1



Course Fee Refunds

The assessment of refund applications shall be granted as indicated below:

Outline of Refunds	
Withdrawal prior to agreed start date	Full refund if at least 5 day's notice is given
Withdrawal after the agreed start date (Refer Withdrawal after course commencement)	50% refund if notice is given less than 5 days before practical date
Course withdrawn by RTO	Full refund
The RTO is unable to provide the course for which the original enrolment and payment has been made	Full refund

Extenuating circumstances

Students may have extenuating circumstances that prevent them from attending scheduled course dates. These circumstances may include (but are not limited to):

- Illness
- Family or personal matters
- Other extraordinary reasons

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 will be assessed on a case by case situation.

Please note: where the Student breaches the RTO Policies and Procedures no refund is payable.

Confirmation of Booking

Payment in full is required prior to course commencement to secure a place with all EFA Courses. This includes any switch fees that may be applied to multiple transfer participants (see Terms and Conditions 4: "Switching to another course after Enrolment" below).

Course Terms and Conditions

The following terms and conditions apply to the delivery of Training by Emergency First Aid:

1. Application

Where relevant, these Course Terms and Conditions must be read in conjunction with any applicable Training Agreement, and Emergency First Aid's Payment Terms and Conditions located on enrolment form.

2. Fees and refunds

1. Unless a Training Agreement applies, participants must pay all course fees in full prior to the commencement of the course, to secure a place in a course with Emergency First Aid.
2. Refunds will only be paid in the manner set out in these Course Terms and Conditions.
3. Fees associated to courses and administration are in accordance to the Fees and Charges document

3. Bookings

General

Fees, Refunds & Protection of Course Fees

Policy 3.1



1. Emergency First Aid will give preference to participants who book and pay in full online or via phone and by credit card.
2. Participants who select EFT, cheque or money order as the payment method for course fees will be placed on a waiting list until their payment has been processed and received as clear funds.
3. Placements in courses are allocated in accordance with the order in which payments are received in full.
4. Emergency First Aid will endeavour to place participants in their chosen course, but Emergency First Aid accepts no liability for any loss, cost, damage or inconvenience which may directly or indirectly result from a participant being unable to be placed in their chosen course.
5. Emergency First Aid reserves the right to cancel bookings if not paid for in full within 48 hours of the booking being made.

Group Bookings

6. Emergency First Aid may issue an invoice when a group booking is made and requires payment in full prior to course commencement date (unless otherwise specified).
7. Where Emergency First Aid has provided course fees details/quotation based on a number of participants given by a group organiser, Emergency First Aid's invoice will be based on that number of participants, with the invoice being payable after course commencement upon Emergency First Aid receiving the confirmed numbers from the attendance list.
8. The group organiser must notify Emergency First Aid prior to course commencement of the number of participants or any changes to the number of participants. Emergency First Aid will charge a minimum capped fee for ten (10) participants or less.
9. If the group organiser advises Emergency First Aid prior to course commencement date that there will be fewer participants than registered, Emergency First Aid will attempt to place the non-attendees in a public course closest to the location of the group course, however, if the minimum numbers of course attendees do not exceed ten (10) then the minimum capped fee will be applied.
10. The group organiser will ensure all participants have registered, enrolled and completed the online component before the training day using the link sent by EFA.

4. Withdrawal

1. Emergency First Aid will issue a full refund if written advice is received a minimum of 5 days prior to course commencement.
2. It is regrettable that no refund can be made for withdrawals received less than 5 days prior to course commencement.
3. Should you be unable to attend, a substitute participant is welcome at no extra charge; please advise our customer service team.
4. Refunds will be issued up to 14 working days of receiving a written Application for Refund request. Bookings paid by credit card will be refunded to the same credit card, as payments by PayPal All other refunds will be paid by Electronic Funds Transfer (EFT) into your nominated bank account and will be issued to the name of the person nominated in the Refund Payment details section of the Application for Refund form.
5. Emergency First Aid will not refund any course fees:
 1. if a refund request is not received within the time set out in clause 4.1 and 4.2;

2. if the participant commences the course; or
3. after switching from a previous course date into another .

5. Course switch

1. Emergency First Aid will be pleased to transfer your booking to another date at no cost when advised at least 5 days prior to your scheduled practical day.
2. A transfer fee of \$10.00 will apply to transfer your booking if notice is given less than 5 days prior to course commencement.
3. Please be aware that you are unable to switch your booking on the day of the course. This will be considered as a DNA (Did Not Attend)
4. No certificates or Statements of Attainment will be issued until all course fees and transfer fees are paid in full.
5. No refunds will be issued after course transfers.

6. Non-attendance

1. General

Participants who fail to attend their scheduled course will be deemed a "no show" and will not be assessed or be entitled to a refund unless that person contacts Emergency First Aid and supplies a medical certificate within 24 hours of the scheduled course.

7. Non-completion

1. If a participant is deemed Not Yet Competent during a practical component:
 1. Emergency First Aid will attempt to transfer the participant into a different scheduling of the same course (no fee will apply); but
 2. Emergency First Aid will retain 50% of the course fee if the participant cannot be transferred, and refund the balance.
 3. If a participant does not complete the practical session, Emergency First Aid will attempt to transfer the participant into a different scheduling of the same course.
2. If the participant is transferred and is unable to attend the alternate scheduled practical component, Emergency First Aid will not refund any part of the course fee.
3. All Online and Workbook courses must be completed within 3 months of enrolment date. Failure to complete course within this timeframe may incur additional costs, which reflect the price structure at that time.

8. Cancellations

1. Emergency First Aid will endeavour not to cancel public courses.
2. However, Emergency First Aid reserves the right to cancel courses or change course dates if necessary.
3. If Emergency First Aid cancels a course:
 1. Emergency First Aid will refund (in full) those participants who request a refund, within 14 business days of the scheduled course commencement; or
 2. Emergency First Aid will permit participants to transfer to another schedule of the same course without charge

9. Correspondence

10. All correspondence in relation to course transfers and refunds should be emailed to info@emergency.com.au, alternatively attend Emergency First Aid's Head Office
11. Suite 60, 8-34 Gladstone Park Drive, Gladstone Park Victoria 3043

Fees, Refunds & Protection of Course Fees

Policy 3.1



Fees Paid in Advance:

Students fee's paid in advance of the course will be held in a holding account until course commencement to ensure refunds are completed as per Policy 3.1.

Appealing Refund decisions

- All students have the right to appeal a refund decision made by the RTO. Student wishing to access the Complaints and Appeals Procedure from the RTO should contact Student Administration Department.
- This policy and the availability of complaints and appeals processes, does not remove your right to take action under Australia's consumer protection laws.
- The RTO's dispute resolution processes do not remove the student's right to pursue other legal remedies where they feel necessary.

Related documents

QMS.PRO 3.1 Fees, Refunds & Protection of Course Fees Procedure 3.1

SMS.FORMS.04 Student information Handbook

SMS.ADM.04 Course Fees & Charges