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1. The Standards

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.

Clause 7.3 – Protecting pre-paid fees by students

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 \$1500.00 (being the threshold prepaid fee amount), the RTO must meet the requirements set out in the Requirements for Fee Protection in Schedule 6.

2. Policy

2.1 JB Hunter is committed to the provision of a fair and equitable policy relating to the requirements around fees and charges, cancellations and refunds.

2.2 JB Hunter will ensure that all students and employers are provided with accurate, factual and sufficient information about any applicable fees and charges for training and/or assessment services prior to any student making a commitment to training with JB Hunter.

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- 2.3** In particular JB Hunter will ensure its compliance to Clause 5.3, 7.3 and schedule 6 of the Standards for Registered Training Organisations (RTO's) 2015, the Australian Accounting Standards and the requirements of any applicable State or Government funding contract.
- 2.4** JB Hunter will ensure fees collected in advance (fees collected before the relevant services have been commenced) do not exceed \$1500.00.
- 2.5** JB Hunter does not guarantee that students will successfully complete the training in which they enrol regardless of whether all fees due have been paid.

3. Purpose and Scope

- 3.1** The purpose of this policy and procedure is to outline JB Hunter's approach to managing fees, charges, cancellations, refunds and to demonstrate how fees paid in advance are protected by JB Hunter.
- 3.2** The scope of this policy extends to fees and charges as they relate to the payment for training and/or assessment services provided by JB Hunter under either a fee-for-service arrangement or under a state funded/contractual arrangement.

4. Responsibilities

- 4.1** The Sales and Marketing Team are responsible for ensuring the accurate and timely dissemination of enrolment, marketing and advertising materials as they relate to fees and charges.
- 4.2** The Finance Manager is responsible for ensuring the accurate and consistent execution of this policy as it relates to the collection of fees paid in advance, raising and recording of invoices and ensuring refunds are granted in line with the agreed policy.
- 4.3** The GM – Service and Quality is responsible for conducting periodic audits to ensure compliance to this policy.
- 4.4** The CEO is responsible for the overall fees and charges policy and ensuring any changes are in line with the intent of providing both a fair and equitable fees and charges policy that is fully disclosed to students prior to enrolment.

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5. Procedure

5.1 Fees and Charges

5.1.1 Prior to any student enrolling or commencing training, JB Hunter will ensure that all fees and charges have been fully disclosed.

5.1.2 Fees and charges are outlined in the student handbook, on the JB Hunter website and in the Service Level Agreements (SLA's) as applicable. This Fees and Charges Policy is also published on the website.

5.1.3 Fee information provided to students and/or their employer include:

- All fees and charges that apply to the training
- Payment terms and conditions
- Any cooling off periods that might apply
- Refund, cancellation and non-attendance policies
- JB Hunter's commitment to refund all fees and charges where they have not been able to deliver the agreed training.
- Any entitlement a student may have to a fee concession

5.1.4 Fees for education under the VET system for nationally accredited training do not attract GST.

5.1.5 Fees for training delivered outside of Australia may attract local taxes, any such fees and taxes will be outlined on the website, course marketing and SLA.

5.2 Refunds, Cancellations and non-attendance – Fee for Service Training

5.2.1 Students will pay no more than the published fees for the period for which the fees are published. Fees will vary depending on the course type and duration. JB Hunter reserves the right to change or alter course fees without notice.

5.2.2 Where JB Hunter has not been able to deliver the agreed training, students will receive 100% refund of course fees and charges.

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5.2.3 Refunds and cancellations – e-learning. Students who have booked into a JB Hunter e-learning short course or blended delivery short course combining both self-paced e-learning and classroom based practical assessment, have ninety (90) days to complete their e-learning before it expires. Students can seek a thirty (30) day extension by contacting the Student Support Team at no additional cost. Where further extensions are requested, a \$55.00 including GST administration fee will apply. Extensions are granted in thirty (30) day periods. Where the e-learning is not completed within the extension period, the enrolment will expire and the student will be required to re-enrol and pay for the course again.

5.2.4 Where students have enrolled into a full qualification to be delivered on-line or mixed mode delivery combining both e-learning and classroom-based training, access to e-learning will be for the duration of the relevant training contract. Extensions will be granted on a case-by-case basis.

5.2.5 Students enrolling into an e-learning short course will have a cooling off period of two (2) business days during which time students can be refunded the cost of the training minus a \$55.00 administration fee including GST, provided they have not commenced the course.

5.2.6 No refunds or transfers to another e-learning course will be granted once the student has commenced the course.

5.2.7 Refunds, cancellation and non-attendance – Classroom-based training.

The following fees and charges will apply:

- Students are permitted **one (1) free transfer** to a different date if they request this transfer more than three (3) business days prior to course commencement. Less than three (3) business days will not attract a fee if a medical certificate can be supplied.
- Cancellation or a request for a transfer more than ten (10) business days prior to course commencement will attract a cancellation fee of \$55.00 including GST or a transfer fee of \$33.00 including GST
- Cancellation or a request for a transfer less than ten (10) business days but more than three (3) business days prior to course commencement will incur a

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cancellation fee of \$110.00 including GST or a transfer fee of \$55.00 including GST

- Cancellation or request for a transfer less than three (3) business days prior to course commencement will result in a cancellation fee of 100% (unless a medical certificate has been provided) No transfers will be granted.
- No refunds will be granted once the course has commenced.

5.2.8 Refunds can be requested by contacting the Student Support Team to discuss eligibility. Requests are to be made in writing via email to reception@jbhunter.edu.au

5.3 Refunds, Cancellations and non-attendance – Funded Training

5.3.1 Refunds. Fees, charges and refunds for funded training are managed in accordance with the relevant state funding contract and JB Hunter's fee policy. This includes eligibility for concessional status. If there is a conflict between two, the State Funding rules will apply. Refer to the Student Handbook relevant to each State for more information.

5.3.2 Withdrawal without penalty. Students can withdraw from their apprenticeship/traineeship and receive a full refund if they withdraw in writing within ten (10) business days of their enrolment being confirmed, provided they have not commenced training. This is the date that the registration form was completed and signed. If they withdraw more than ten (10) business days after their enrolment has been confirmed, they will be not be entitled to a refund unless specified in the funding agreement.

5.3.3 No refunds will be granted due to a student non-attendance or partial attendance of scheduled training.

5.3.4 Students who withdraw from an apprenticeship/traineeship are required to notify JB Hunter and advise the reason for withdrawal. They are asked to advise if they are deferring their studies, discontinuing their studies or transferring to another training provider. The withdrawal effective date will be the date that the student notifies JB Hunter of their intention to withdraw.

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- 5.3.5** If they withdraw from their apprenticeship/traineeship prior to completing the qualification, they will be provided with recognition for any units of competency completed, provided all course fees due have been paid and their training records have been maintained in Skills Tracker. Please refer to the Student Handbook available on www.jbhunter.edu.au for more information on deferring studies and discontinuing study.
- 5.3.6** There may be situations where a student is not entitled to a refund of course fees but may meet the requirements for Special Consideration. Students are directed to discuss this with the JB Hunter RTO Administration Manager in the first instance.
- 5.3.7** To grant a refund based on ground of special consideration, JB Hunter must be satisfied that special circumstances apply to the student and the circumstances were beyond the students control, did not make their full impact on the student until on or after the enrolment date and were such that it made it impracticable for the student to complete their course. Special consideration is generally not granted for reasons such as changed jobs, resigned or terminated from employment, a change of work hours or moving address.
- 5.3.8** All requests for special consideration are to be made in writing to your Student Support Officer and must be received within twenty (20) business days of withdrawing from or discontinuing study.
- 5.3.9 *Cancellations, non-attendance and transfers.*** JB Hunter does not work to a semester-based training program. Instead workshops are scheduled throughout the year and JB Hunter works with both learners and employers to schedule training.
- 5.3.10** Once the workshops have been scheduled, students will receive a booking confirmation detailing important information about their training.
- 5.3.11** Cancellations, non-attendance or transfer requests of a JB Hunter workshop will incur the following fees and charges:
- Cancellations made more than five (5) business days from the commencement of a scheduled workshop will not incur any fees

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- Requests for a transfer more than five (5) business days from the commencement of a scheduled workshop will not incur any fees
- Cancellations made within five (5) business days from the commencement of a scheduled workshop will attract a fee of \$110.00 including GST (unless a medical certificate can be provided)
- Non-attendance at a scheduled workshop, without notifying JB Hunter will attract a fee of \$137.50 including GST
- Each student is allowed to transfer to an alternative workshop once before a transfer fee of \$55.00 including GST will apply (unless that request is made within five (5) business days from the commencement of training which will not incur any fees)

5.3.12 Where JB Hunter cancels, postpones or re-schedules workshops/training courses due to low enrolment numbers or unforeseen circumstances, JB Hunter will offer a full refund or a transfer of registration, without additional charge and will aim to ensure minimum disruption and inconvenience to students and customers alike.

5.4 Fee Inclusions

5.4.1 Course fees include all the training and assessment materials required for students to complete their training within the two (2) attempts provided. This excludes PPE such as steel capped boots and a hard copy of AS S009 (required for the Open Registration course). The cost of these items will be met by the student.

5.4.2 Where a student has not received a competent outcome after two (2) attempts, an additional fee may apply for additional training and re-assessment.

5.4.3 Course fees also include the issuance of one (1) electronic copy of the relevant AQF Testamur or Statement of Attainment upon completion or withdrawal from the training (as long as all course fees have been paid in full).

5.4.4 Where a replacement certificate is requested, an upfront fee of \$27.50 including GST will apply.

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5.5 Fee Protection

5.5.1 JB Hunter will not collect pre-paid fees of more than \$1500.00 from any individual learner prior to the commencement of an accredited training program. Any subsequent invoices will be such that at any given time, the total amount required to be paid which is attributable to training services yet to be delivered does not exceed \$1500.00

5.5.2 Where the total course fee is more than \$1500.00, payment plans are available. For funded training places, this information will be contained in the Service Level Agreement. For all other training, information on payment plans will be clearly outlined prior to enrolment.

5.6 Payment Terms

5.6.1 Payment in full is required prior to the commencement of training. The only exceptions to this are:

- Where specified separately in a Service Level Agreement
- The amount exceeds \$1500.00 in which case a payment plan will be agreed to
- A Purchase Order has been provided from an approved account holder. In this instance an invoice will be raised with payment required within fourteen (14) days or prior to the commencement of training, whichever occurs first.

5.6.2 Any debt collection fees incurred will be added to the balance of the learner or organisations account. For funded student places, debt collection fees will be added unless the funding contract states otherwise.

6. Supplementary Information

6.1 Not applicable

7. Definitions

7.1 Withdrawal without penalty – is the period of time provided to students during which they can withdraw from training or cancel their training contract without being assigned any academic determination and be eligible for a full refund



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8. Revision Log

Revision Date	Custodian	Revision Details	Approved By and Date
01/11/2019	S. Barnes	Original Version – complete rewrite. Old version archived.	T.O’Dea 15/11/19
18/11/2019	A. Harragon	Minor change to business days rounded to lots of 5 days and calendar days to reflect 1 calendar month	S. Barnes 18/11/2019