

FEES AND REFUNDS

Australian Operator Training is entitled to charge fees for services provided to learners undertaking training and assessment that leads to a nationally recognised outcome. These charges are generally for items such as course materials, textbooks, learner services and training and assessment services.

Fees payable -

Fees are payable when a learner has received a confirmation of enrolment. The initial fee payment must be made prior to commencing training or within 5 days of receiving an invoice from Australian Operator Training. Australian Operator Training may discontinue training if fees are not paid in accordance with the agreed fee schedule. The current fees and charges for Australian Operator Training are published within the current schedule of fees and charges.

Schedule of Fees and Charges -

The Chief Executive officer is responsible for approving Australian Operator Training Schedule of Fees and Charges. The schedule of fees and charges is to include the following information:

- the total amount of all fees including course fees, administration fees, material fees and any other charges for enrolling in a training program;
- payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/administration fee;
- the nature of the guarantee given by Australian Operator Training to honour its commitment to deliver services and complete the training and/or assessment once the learner has commenced study;
- any discounts, fee reductions or exemptions available for multiple enrolments, concession card holders, continuing learners, group bookings etc;
- the fees and charges for additional services, including such items as issuance of a replacement qualification parchment or statement of results and the options available to learners who are deemed not yet competent on completion of training and assessment; and
- Australian Operator Training refund policy.

Review Date: 01/01/2025	Original Issue Date: 01/01/2022	Issue Number - Date: 0 – 01/01/2022	Doc Name: Fees and Refunds Doc No: AOT-AEQ-0091	Page 1 of 5
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FEES AND REFUNDS

Replacement of text and training workbooks -

Learners who require replacement of issued text or training workbooks will be liable for additional charges to cover the cost of replacement. Where a learner has purchased a text or training workbooks and subsequently cancels his or her enrolment, Australian Operator Training will not refund monies for the text unless a written request for a refund is received and we are satisfied that the text is in as-new condition. For a full list of replacement charges please refer to Australian Operator Training schedule of fees and charges.

Giving notice of enrolment cancelation -

A learner who wishes to cancel their enrolment must give notice in writing. This may be via email or letter. Australian Operator Training staff who are approached with initial notice of cancelation are to ensure the learner understands their rights with regards to the refunding of tuition fees. The learner is also to be advised of other options such as suspending the enrolment and re-commencing in another scheduled training program.

Learners who give written notice to cancel their enrolment and who are eligible for a refund are to be provided with a Refund Request Form. Learners' who may not be eligible but are requesting a refund should also be provided with the Refund Request Form so the request can be properly considered by the Chief Executive Officer.

Refunds policy -

The following refund policy will apply:

- Learners, who give notice to cancel their enrolment **5 business days** or more prior to the commencement of a program, will be entitled to a full refund of fees paid.
- Learners who give notice to cancel their enrolment **4 business days** or less prior to the commencement of a program will be entitled to a 75% refund of fees paid. The amount retained (25%) by Australian Operator Training is required to cover the costs of staff and resources which will have already been committed based on the learner's initial intention to undertake the training.
- Learners who cancel their enrolment after a training program has commenced will not be entitled to a refund of fees of any fees paid in advance. An exception to this policy is where Australian Operator Training fails to fulfil its service agreement and fees are refunded under our guarantee to clients.

Discretion may be exercised by the Chief Executive Officer in all situations if the learner can demonstrate that extenuating or significant personal circumstance led to their withdrawal. In these cases, the learner should be offered a full credit toward the tuition fee in another scheduled program

Review Date: 01/01/2025	Original Issue Date: 01/01/2022	Issue Number - Date: 0 – 01/01/2022	Doc Name: Fees and Refunds Doc No: AOT-AEQ-0091	Page 2 of 5
----------------------------	------------------------------------	--	--	-------------

FEES AND REFUNDS

in-lue of a refund. Chief Executive Officer may also authorise a refund of tuition fees if the circumstances require it.

Where refunds are approved, the refund payment must be paid to the learner within 14 days from the time the learner gave written notice to cancel their enrolment. Tuition refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the learner on the Refund Request Form.

Statutory cooling off period -

The Standards for Registered Training Organisations require a person is to be informed of their right to a statutory cooling off period if one is applicable. A statutory cooling off period is defined with in the Australian Consumer Law introduced in 2011. A statutory cooling off period (which is 10 days) is a period of time provided to a consumer to allow them to withdraw from a consumer agreement, where that agreement was established through unsolicited marketing or sales tactics. These include tactic such as door-to-door sales and telemarketing. A statutory cooling off period allows a consumer to withdraw from a sales agreement within 10 days of having received a sale contract without penalty. All staff are recommended to refer to the [Australian Consumer Law, Sales Practices Guide](#) for further details about a statutory cooling off period and our general obligations for consumer protection during the enrolment process.

Australian Operator Training do inform prospective learners within the learner handbook. It must be noted by all staff that Australian Operator Training do not engage in unsolicited marketing or sales tactics and therefore a statutory cooling off period in not applicable to our learners who have enrolled into a program through contacting us. For refund option in other circumstances, learners and staff must refer to the refund policy.

Our Guarantee to Clients -

If for any reason Australian Operator Training is unable to fulfil its service agreement with a learner, Australian Operator Training must 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 and which can be issued in a statement of attainment at the time the service is terminated.

Limiting fees being paid in advance -

Australian Operator Training acknowledges that it has a responsibility under the Standards for Registered Training Organisations to limit the fees paid by learners in advance of their training and assessment services being delivered. To meet our responsibilities, Australian Operator Training may not accept payments in advance of services being delivered, exceeding \$1,500 from each learner at any time. This

Review Date: 01/01/2025	Original Issue Date: 01/01/2022	Issue Number - Date: 0 – 01/01/2022	Doc Name: Fees and Refunds Doc No: AOT-AEQ-0091	Page 3 of 5
----------------------------	------------------------------------	--	--	-------------

FEES AND REFUNDS

means not prior to the course commencing or during the learner's enrolment. Following the course commencement, Australian Operator Training may require payments of additional fees in scheduled payments in advance from the learner but only such that at any given time, the amount required to be paid in advance is consistent with the portion of training being delivered.

This requirement only applies when the payment for the fees are being made directly by an individual consumer that falls under the protection of Australian Consumer Law. By this we generally mean the learner or the learner's family member.

This requirement is not applicable where the fees are being paid by the learner's employer or a funding authority. This is a business-to-business transaction and does not require the limiting of fees paid in advance. Also, if fees are being charged in arrears of the services being delivered (at the end) then the need to limit the amount of fees does not apply. It only applies where fees are being sought in advance of the services being delivered.

Payment of GST -

GST is exempt under section 38-85 GSTR 2003/1 Goods and Services Tax, tax ruling. The ruling explains the supply of a course for 'professional or trade course' is a GST-free education course.

ATO reference: <http://law.ato.gov.au/atolaw/view.htm?docid=GST/GSTR20031/NAT/ATO/00001>

Where a learner is enrolled in a course which is offering units of competency or a whole qualification, the course fees attached to this enrolment will be exempt from the payment of GST. GST does apply on the payment of some miscellaneous charges where these charges are in addition to and outside the normal services offered in a course. Please refer to Australian Operator Training schedule of fees and charges for details of what GST is and is not applied to.

Miscellaneous Charges -

Australian Operator Training will levy some miscellaneous charges for services. These may include:

- Re-issuing a certificate after it has been initially issued to a learner.
- Replacing issued learning materials which the learner has lost or damaged
- Re-assessment services
- Photocopy fee

These miscellaneous charges are to be clearly specified in Australian Operator Training Schedule of Fees and Charges. It is to be made clear if these services will include GST. All miscellaneous charges are to be based on a cost recovery basis and are not intended to be a source of profit.

Review Date: 01/01/2025	Original Issue Date: 01/01/2022	Issue Number - Date: 0 – 01/01/2022	Doc Name: Fees and Refunds Doc No: AOT-AEQ-0091	Page 4 of 5
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FEES AND REFUNDS

Learner complaints about fees or refunds -

Learners who are unhappy with Australian Operator Training arrangements for the collection and refunding of tuition fees are entitled to lodge a complaint. This should occur in accordance with Australian Operator Training complaints policy and procedure.

Review Date: 01/01/2025	Original Issue Date: 01/01/2022	Issue Number - Date: 0 – 01/01/2022	Doc Name: Fees and Refunds Doc No: AOT-AEQ-0091	Page 5 of 5
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