

# Fees and Refund Policy

## 1. PURPOSE

MindChamps Academy is committed to providing quality training and assessment in accordance with the Standards for Registered Training Organisations (SRTOs 2015). As such, MindChamps Academy is required to have and provide detail of a fair and reasonable refund process.

The purpose of this policy is to provide for the appropriate handling of client refunds.

## 2. POLICY STATEMENT

MindChamps Academy is committed to ensuring fair and reasonable refund practices. MindChamps Academy will:

- Implement and maintain a process for fair and reasonable refund of fees paid; and
- Provide refunds for fees and charges paid by individuals/ clients, where training and assessment activities have not been delivered.

## 3. POLICY PRINCIPLES

The following principles underpin this policy.

- a) Details of MindChamps Academy Refund Policy are to be publicly available.
- b) Payment of all refunds is made within two week (14 days) of application for refund.
- c) Regarding, all withdrawals, MindChamps Academy will firstly encourage a client to enrol on another course date, prior to processing refund applications.
- d) Written notification of withdrawal from a training program must be provided by a client to apply for a refund for a course. This may be via letter, email, or the completion of the refund form.
- e) There is no refund to participants who do not obtain their qualification after assessment.
- f) There is no refund for recognition of prior learning assessments after enrolment, where Recognition resources and services have been supplied to the client.
- g) MindChamps Academy does not accept liability for loss or damage suffered in the event of withdrawal from a course by a client.
- h) MindChamps Academy provides a full refund to all clients, should there be a need for MindChamps Academy to cancel a course. In the first instance, MindChamps Academy will (where possible) provide an opportunity for the client to attend another scheduled course.
- i) If MindChamps Academy cancels a course, clients do not have to apply for a refund. MindChamps Academy will process the refunds automatically.

j) In the event that MindChamps Academy closes or ceases to deliver any part of the training product that a student is enrolled in, a number of options will be available to the participant including:

- Supported transfer of the student enrolment to an alternative RTO for completion of service delivery or:
- Refund of all course fees paid.

#### 4. ADDITIONAL FEES AND CHARGES

Description	Form type/Contact office	Amount \$AUD
Application fee ( <b>Non-refundable</b> )	Application form/Online	\$250
Interim transcript	Application form/Online	1 <sup>st</sup> copy free, thereafter \$50
Student ID card	Reception	1 <sup>st</sup> copy free, thereafter \$20
Change of commencement date/ deferral of the course	Enrolment Variation form	\$50 or Free to applicants due to delayed visa processing, or caused by serious medical illness or compassionate reason
Change of course	Enrolment Variation form	\$100
RPL application and information collection	RPL/Credit transfer application form	\$250 administration fee
Credit transfer	RPL/Credit transfer application form	\$250 administration fee plus \$100 per unit
Early Termination request	Enrolment Variation form	No charges
Qualification and final transcript	Application form/Online	1 <sup>st</sup> copy free, thereafter: \$50
Statement of attainment	Application form/Online	1 <sup>st</sup> copy free, thereafter: \$50
Refund Fee	Tuition fee refund application (withdrawal)	\$250
Re-assessment (Theory)	Reception	\$150 per unit (after 2 attempts)
Missed Vocational Placement	Vocational Placement	\$100 per day
Appeal of assessment / re-assessment	Reception	No charges
Leave request	Enrolment Variation form	No charges
Late payment of fees	Accounts Department	\$50 per week
Replacement of textbook and/ or learning materials	Written application	As applicable

#### 5. PROTECTION OF FEES PAID IN ADVANCE

- 5.1 MindChamps Academy protects the fees that are paid in advance by all students.
- 5.2 All course fees will be held in a separate bank account that can only be drawn down when the student commences. The course fees are held separately from the day-to-day operating expense accounts, so that if a refund is payable before the student commences, the refund can be made in full and in a timely way without impact on the financial operations of the business or recourse to the tuition protection system.
- 5.3 For domestic students, fee protection is ensured through:
  - i. MindChamps Academy does not require a student to ever pay more than \$1,500 in advance for services not yet provided, either prior to course commencement or at any stage during their course.

## 6. FEE INFORMATION

- 6.1 Fee information relevant to a course is outlined in detail on the Letter of Offer and Student Agreement and summarised on the Course Outline as well as in MindChamps Academy Learner's Handbook. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment or commencement of training, whichever is first.
- 6.2 Fee information is always provided prior to enrolment or receipt of payment. Fee information provided to students includes:
  - i. All course fees, including both tuition fees and non-tuition fees and the period to which these fees apply
  - ii. Any additional charges that may apply and the circumstances in which they apply
  - iii. The potential for changes to fees over the duration of the course
  - iv. Payment options
- 6.3 The Letter of Offer and Student Agreement and the Student Handbook which are provided prior to enrolment, includes this Fees and Refunds Policy and Procedure, and informs the student of their consumer rights. Students are required to sign the Letter of Offer and Student Agreement in acknowledgement of the terms and conditions of the enrolment and this policy.
- 6.4 Where an employer is paying for a student's course, an Employer Agreement will be provided at the time of enrolment outlining the total fees, payment terms and schedule of payments applicable.
- 6.5 As MindChamps Academy does not use direct approach marketing or tele-sales, no cooling-off period applies to its courses.

## 7. COURSE FEE INCLUSIONS

- 7.1 The Letter of Offer and Student Agreement will clearly itemise all course fees, including both tuition and non-tuition fees.
- 7.2 Tuition fees payable to MindChamps Academy include:
  - i. All of the training and assessment required for students to achieve the qualification or course in which they are enrolling within the attempts allowed.
  - ii. One copy of the required textbooks and learning materials for each student unless otherwise stated on the Course Outline.
  - iii. Issuance of one set of certification documents including the testamur (certificate) and record of results or Statement of Attainment (in the case of withdrawal or partial completion).
- 7.3 Tuition fees payable to MindChamps Academy may include, if applicable:
  - i. A non-refundable enrolment deposits
  - ii. RPL Fees
  - iii. Additional fees that apply for re-enrolment, where a student fails to achieve a satisfactory outcome after three attempts at an assessment task.
  - iv. Uniform
- 7.4 Non-tuition fees payable to MindChamps Academy may include, if applicable:
  - i. Re-issuance or additional copies of certification documents will attract a fee per document, plus postage if required.
  - ii. Fees for deferral of study, late payment of tuition fees, or other circumstances in which additional fees may apply.
  - iii. Any optional textbooks and materials that may be recommended but not required to complete a course.
  - iv. Replacement textbooks if original copies are lost or misplaced. Costs for replacement textbooks are outlined on the Letter of Offer and Student Agreement.
- 7.5 Fees payable to MindChamps Academy do not include:
  - i. Stationery such as paper and pens.
  - ii. Excursions (unless stated on the Course Outline)
  - iii. MindChamps Academy cannot guarantee that students will successfully complete the course in which they enroll regardless of whether all fees due have been paid.

## 8. PAYMENTS

- 8.1 Payments can be accepted by electronic transfer (EFT), or direct debit.
- 8.2 Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.
- 8.3 Debts may be referred to a debt collection agency where fees are more than 40 days past due.

- 8.4 MindChamps Academy reserves the right to suspend the provision of training and/or other services until fees are brought up to date. Students with long term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.
- 8.5 Students who do not pay their fees will receive two warnings regarding non-payment of fees.
- 8.6 Receipts of payments made by students will be kept for at least 2 years after the person ceases to be an accepted student.

## 9. REFUNDS FOR DOMESTIC STUDENTS

- 9.1 As MindChamps Academy does not use door-to-door sales or telemarketing, no cooling-off period applies
- 9.2 Tuition fees for fee-for-service students may include a non-refundable deposit which is detailed on the Course Outline and Letter of Offer and Student Agreement. The deposit is non-refundable, except in the circumstances detailed below:
  - i. A full refund of any fees paid (including the deposit) will apply if MindChamps Academy is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- 9.3 In the unlikely event that MindChamps Academy or any third parties responsible for delivering training and assessment on its behalf, is unable to deliver the course or any portion of the course as promised, the student will be issued with a refund for the course or portion of course that was not provided. This includes the following situations:
  - i. Where MindChamps Academy or any third parties delivering training and assessment on its behalf ceases to operate.
  - ii. Where MindChamps Academy ceases to deliver the course in which a student is enrolled, and the agreement is terminated.
  - iii. Where MindChamps Academy needs to make a change to the terms of the Letter of Offer and Student Agreement (such as the way the course is delivered or conditions of enrolment) and a new agreement cannot be reached with the student to account for changes.
- 9.4 In any of the above situations, MindChamps Academy will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. In these cases, there is no need for a student to make an individual application for a refund. Refunds will be issued within 28 business days.
- 9.5 Students who withdraw from a course within 14 days or more of course commencement, may seek a refund or a reduction in fees owing by making an application for a refund in writing using the Application for Refund Form. The application must include the details and reason for the request. Students who have not completed a Withdrawal Form are not eligible for consideration of a refund or reduction in fees.
- 9.6 The refund assessment will be based on reviewing the services provided to the student and the costs incurred by MindChamps Academy to provide those services.
- 9.7 The outcome of the refund assessment will be provided in writing to the student's registered address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our Complaints and Appeals Policy and Procedures.
- 9.8 A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.
- 9.9 RPL application fees are non-refundable.

## 10. REFUNDS FOR STUDENTS

- 10.1 Tuition fees for students may include a non-refundable enrolment fee which is detailed on the Course Outline and Letter of Offer and Student Agreement. The deposit is non-refundable, except where a full refund applies as detailed below.
- 10.2 Students who withdraw from a course within 14 days or more of course commencement, may seek a refund or a reduction in fees owing by making an application for a refund in writing using the Application for Refund Form. The application must include the details and reason for the request. Students who have not completed an Application for Withdrawal Form are not eligible for consideration of a refund or reduction in fees.

### Full Refunds

- 10.3 A full refund of any course fees paid will be provided to students in any of the following circumstances where a course does not start on the starting date outlined in the Letter of Offer

and Student Agreement:

- i. If MindChamps Academy is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
  - ii. At the discretion of MindChamps Academy' College Manager or approved representative, when special or extenuating circumstances such as death, illness, hardship have prevented the student from commencing their studies including political, civil or natural events.
  - iii. If an offer of a place is withdrawn by MindChamps Academy and this is not due to incorrect or incomplete information being provided by the student.
- 10.4 In any of the situations outlined in 10.3, MindChamps Academy will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. In these cases, there is no need for a student to make an individual application for a refund. Refunds will be issued within 28 business days.

### **Partial Refunds**

#### Provider default

- 10.5 Partial refunds will be paid in the event of partial provider default (where the course has started but cannot be delivered in full by the provider). The refund will be calculated from the day of the default.
- 10.6 Partial refunds will also be provided in the same manner as for provider default (as above) where MindChamps Academy fails to enter into a written agreement with a student or the Letter of Offer.

#### Student default

- 10.7 If a student is refused a visa before commencing their course, MindChamps Academy will refund the total amount of all course fees (tuition and any non-tuition fees) received for the course less whichever is the lower amount of 5% of the total amount of the fees (tuition and non-tuition) or the sum of \$500.
- 10.8 If a student is refused a visa but has already commenced their course, non-tuition fees will not be refunded.
- 10.9 Where a student chooses to withdraw from a course within 14 days or more before course commencement, course fees less the Enrolment Application fee and Withdrawal fee will be refunded.
- 10.10 If a student withdraws or defers their course after the course has started and they have paid for units/clusters that have not been commenced. This will be calculated on a per unit or cluster cost calculated as the course fee, less enrollment fee, less withdrawal/deferral fee, less material fee divided by the total number of units or clusters in the course.
- 10.11 Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the Application for Refund Form. The application must include the details and reason for the request. Students who have not completed Application for Withdrawal Form are not eligible for consideration of a refund or reduction in fees.
- 10.12 The refund assessment will be based on reviewing the services provided to the student and the costs incurred by MindChamps Academy to provide those services.
- 10.13 The outcome of the refund assessment will be provided in writing to the student's registered address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our Complaints and Appeals Policy and Procedures.
- 10.14 A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.

#### Circumstances in which a refund will not be paid

- 10.15 Students are not entitled to a refund in the following circumstances:
- i. Where MindChamps Academy terminates the student's enrolment because of a failure to comply with MindChamps Academy policies, misbehavior, or unsatisfactory course progress.
  - ii. Where a student withdraws from a course with less than 14 days to course commencement.

### **11. RECORDING AND PAYMENT OF REFUNDS**

- 11.1 Refunds will be paid to the person or organisation that made the original payment.

- 11.2 Refund assessments can be appealed following our Complaints and Appeals Policy and Procedure.
- 11.3 Records of refund assessments and issuance of refunds will be stored securely on the student's file and on the student management system

## **12. MINDCHAMPS ACADEMY RESPONSIBILITIES**

The Manager of MindChamps Academy is responsible for ensuring compliance with this policy. MindChamps Academy will process refund requests within 2 weeks from the day of receipt of written notification.

## **13. ACCESS & EQUITY**

The MindChamps Academy Access & Equity Policy applies. (See Access & Equity Policy)

## **14. RECORDS MANAGEMENT**

All documentation from Refund processes are maintained in accordance with Records Management Policy. (See Records Management Policy)

## **15. MONITORING AND IMPROVEMENT**

All Refund practices are monitored by the MindChamps Academy College Manager and areas for improvement identified and acted upon.