



## **BADT POL-02 Fees, Cancellation, Refund & Force Majeure Policy**

### **PURPOSE:**

The following information refers to the RTO's Fees, Cancellation, Refund and Force Majeure Policy. This current policy will also be displayed on the BADT website.

### **SCOPE:**

This applies for all BADT students. To be carried out by all BADT staff.

This policy covers all items associated with Fees charged, cancellation and refunds and force majeure events.

### **POLICY:**

#### **COURSE FEE**

All fees are published on BADT website and are to be paid at the specified time, as per the course information and can be paid by credit card direct credit, online via website or cash. Invoices will be issued showing payments and deposits made, some elements may be GST free. Note: GST may be included in some driving lessons, courses or elements of the training – even though it is a VET program, where applicable.

All students are liable for their financial commitment to the RTO.

All Courses and lessons can be paid VIA our online booking system, EFT, Cash or EFTPOS in person/phone at the BADT Busselton or Bunbury sites.

#### **DEPOSITS**

**HR course require a \$500.00 deposit to be paid upon booking.**

**HC & MC course require a \$1500.00 deposit to be paid upon booking.**

**Forklift course requires a \$250.00 deposit to be paid upon booking.**

**HV Pilot course requires a \$500.00 deposit to be paid upon booking.**

**HV Refresher course requires a \$250.00 deposit to be paid upon booking.**

All bookings where the deposit remains unpaid within 12hours of booking may be cancelled by the RTO without notice and will be opened up to other students to book in

#### **BALANCE OWING**

The balance must be paid in total **7 (seven) full working days** prior the commencement of course.

#### **CANCELLATION & RESCHEDULE NOTICE PERIOD – 7 (SEVEN) FULL WORKING DAYS**

The cancellation & reschedule notice period does not include Weekends or Public Holidays.

#### **CANCELLATION, WITHDRAWAL AND REFUNDS**

Cancellations, withdrawal or rescheduling of courses and lessons are to be managed by the student by contacting the RTO direct either via email or phone. (Do not leave A/Hr voice message for cancellations or refunds)

All refund requests must be made in writing via email, and must include full bank details as all deposits are paid via EFT.

Cancellation, Withdrawal or reschedule less than **7 (seven) full working days** prior to course start date.

- Deposit will be forfeited.

Cancellation or Withdrawal less than **2 (two) full working days** prior to course start date

- All funds forfeited

## **CANCELLATION OR WITHDRAWAL DUE TO EXCEPTIONAL CIRCUMSTANCE**

Cancellation or Withdrawal less than **2 (two) full working days** prior to course start date due to **illness or another exceptional circumstance (verified by a medical certificate or evidence)**

- **A administration fee of \$200.00 will be charged**, the RTO will reschedule at a mutually convenient time, moving the deposit and fees paid (less the \$200.00 admin fee) to the new date. If reschedule is not possible a fee of \$200.00 will be charged and all remaining funds paid will be refunded.
- If a client cancels, withdraws or reschedules a course with less than 7 full working days notice more than 3 times they will be refused further booking options.

**ADMINISTRATION FEE** in the case of cancellation or reschedule due to exceptional circumstance a fee of \$200.00 will apply

Cancellation or Withdrawal after course has commenced and student withdraws for any reason or fails to attend.

- Will forfeit all money paid or owed
- If booking in again at another time, normal course costs will apply, paid in full at time of booking.

Cancellation or Withdrawal in advance of the **7 (seven) full working days** notice period.

- All funds refunded into bank account only.

Change of Gear Box type: if student wishes to change the gearbox type or class from the one they originally booked into ( HR open to HR-B synchro or HR-A auto)

Less than **7 (seven) full working days** prior to course start date:

- All funds paid will be forfeited.

End of Day1:

- \$200.00 change fee and Day2 and assessment will be rescheduled to a later date in applicable truck.

During Day2:

- Remaining training will be forfeited. Assessment time allocation will be rescheduled along with additional training to be scheduled at later date.

## **EXTRA TRAINING TIME NEEDED**

Should a student need extra time on top of the normal allocated course time to pass, they may pay an hourly rate to achieve the competency level, payable prior to commencement.

## **REQUEST FOR REFUND WHERE IT DOES NOT MEETING THIS POLICY**

Students who have any queries regarding eligibility for refunds should contact the Senior Assessor/Trainer in the first instance.

To apply for a refund where the policy does not allow one, a written claim must be submitted to the RTO. The application will be reviewed and processed within 7 working days (Not including weekends or Public Holidays) and results will be in writing to the applicant.

Refunds are assessed on a case by case basis. Refunds will only be refunded to the person who entered into the arrangement with the RTO and will not be provided to a third party. All refunds are paid electronically and via EFT into nominated bank account, no refunds will be in cash. Agreeing to the refund does not remove the right of the student to take further action under Australia's Consumer Protection Laws or to pursue other legal remedies.

Please refer to the Complaints and Appeals Policy.

## FORCE MAJEURE

If events beyond the RTO control occur that prevent the delivery of all or any part of the course, including breakdown, fire, road closure, climate and environmental issues, natural disaster, war or terrorism, unreasonable increase in fuel costs or other extenuating circumstances the RTO have the option to cancel, reschedule or impose additional fees, such as fuel levy. The student has the option to cancel or reschedule under the same circumstances.

## FINANCIAL GUARANTEE

A Bank Guarantee is in place, as per RTO Standards, Schedule 6 to ensure student fee protection.

## FEE PROTECTION – GUARANTEE

Clause 7.3 (2015 RTO Standards)

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

Requirements for protecting fees prepaid by individual students, or prospective students, for services.

The RTO addresses student fee protection by implementing the following arrangements:

The RTO:

- holds an unconditional financial guarantee from a bank operating in Australia where:
  - a. the guarantee is for an amount no less than the total amount of prepaid fees held by the RTO in excess of the threshold prepaid fee amount for each student for services to be provided by the RTO to those students, and
  - b. all establishment and ongoing maintenance costs for the bank guarantee are met by the RTO.
- has appropriate safeguards in place for any monies paid in advance;
- Guarantees once a student has commenced their training / assessment, they will be provided with every opportunity to complete the course, however this could incur more costs for extra training.
- Will, in the event that a course is cancelled, or whilst in progress, due to circumstances beyond its control, provide the student with a refund of fees on hold or offer to transfer the student to another course.
- Will offer a pro-rata refund on any proportion money paid by the student and not yet used, in the event we cancel or discontinue a course.

## CHANGES TO AGREED SERVICES

Where there are any changes to the agreed services that will affect the learner, the RTO will advise the student as soon as practicable, including in relation to any new third party arrangements or a change of ownership or any changes to existing third party arrangements.

Enrolled Students will be notified in writing asap of any changes.

<b>CHANGE OF THIRD PARTY</b> In the incidence of a third party arrangement changing between the RTO and a third party, the following process is to be followed	<b>In the incidence of a change in training venue or location the following process is to be followed</b>	<b>In the event of a change of Trainer/ Assessor, the following process is to be undertaken</b>	<b>In the event of the RTO being taken over by new owners, in accordance with Stds, the following process is to be followed</b>
New agreement to be drafted and signed by the new third party and the RTO	Confirm details with new Training Venue	Confirm with new Trainer that they are available to take over the responsibilities	Finalise sale of Business
TAC is notified of new Third Party arrangement in writing	New written Training Venue Agreement to be drafted and signed by both the training venue provider and the RTO	If possible, arrange a time for the previous trainer and the new trainer to undertake a handover	Complete TAC "Notification Form" by both parties

Students are notified in writing of the new third party arrangement, including any conditions and contact details of the new Third Party	Provide written notification to TAC of new training venue, by completing and submitting the "Change of Provider Details" form	Advise new Trainer of location, class numbers, current status of course progress	Submit TAC form within 90 calendar days of the change of ownership
	Confirm in writing to the students the new location of the Training Venue, including the provision of a map	Confirm in writing with the students the details of their new trainer, including when they will be commencing and assuring students that the trainer will be provided with a full handover	Process Statements of Attainment for all existing students, providing the students with a current status of their course enrolment
	Update marketing materials with new location (if applicable)		Notify Students in writing of the change of ownership and the process for ensuring that students are provided with a copy of their Statement of Attainment when trg completed.

What happens if this guarantee is not met? In the first instance, the student should submit a complaint to the RTO identifying where the RTO has not met its requirements against the Consumer Guarantee, please refer to the Complaints and Appeals policy for how to submit a complaint. If a student believes that the RTO has failed to meet one or more of the consumer guarantees, he/she is entitled to a remedy – for example, a refund, or a further service to rectify the problem. In line with the Complaints and Appeals process, the RTO will provide the appropriate remedy. If the problem is minor and can be fixed, the RTO will choose how to fix the problem. The consumer cannot cancel and demand a refund immediately, the RTO must have an opportunity to fix the problem. If the complaints process takes too long, the consumer is eligible to cancel the service and request a refund.

In the event of a major problem, and the RTO is unable to fix the issue, the consumer can choose to:

- terminate the contract for services and obtain a full refund,
- or seek compensation for the difference between the value of the services provided compared to the price paid.

A purchased service has a major problem when it:

- has a problem that would have stopped someone from purchasing the service, if they had known about it
- is substantially unfit for its relevant purpose, and can't easily be fixed within a reasonable timeframe
- does not meet the specific purpose required for industry and can't easily be fixed within a reasonable timeframe
- creates an unsafe situation.

## **GST- ATO RULING**

*Extract from GST ruling below:*

*When a Certificate of Attainment is a pre-requisite to obtain a heavy vehicle driving licence from the Department of Transport (DOT) WA, the supply of your heavy vehicle training course will be a GST-free education course under section 38-85 as the course meets the requirements of a professional or trade course as defined in section 195-1 of the GST Act.*

*When the Certificate of Attainment is not a pre-requisite to obtain a heavy vehicle licence as current with DOT WA, the supply of your heavy vehicle training course is not a GST-free education course under section 38-85 of the GST Act as the course does not meet the requirements of a professional or trade course as defined in section 195-1 of the GST Act. The supply will be subject to GST if you are registered for GST.*

*The supply of refresher course to heavy vehicle licence holders is not a GST-free supply of education courses under section 38-85 of the GST Act as the refresher courses does not meet the requirements of a professional or trade course as defined in section 195-1 of the GST Act. The heavy vehicle driving assessments is GST-free under section 38-110 of the GST Act.*

*The forklift training courses that you supply are GST-free supplies of education courses under section 38-85 of the GST Act as the courses meet the requirements of a professional or trade course as defined in section 195-1 of the GST Act. The supply of refresher courses to forklift licence holders is not a GST-free supply of education courses under section 38-85 of the GST Act as the refresher courses do not meet the requirements of a professional or trade course as defined in section 195-1 of the GST Act.*

*Also See GSTR 2003/1 This ruling covers the meaning of 'professional or trade course' whereby the supply of this course can be GST free if it is an essential prerequisite that a student must complete the course to enter into a new trade. Eg Pilot Course.*

## **FORKLIFT COUSE & ASSESSMENT**

As it is a requirement to have completed a certified WA Worksafe Forklift Course (UOC) and be awarded a Statement of Attainment prior to obtaining a Worksafe WA forklift license (this is called an Industry Instrument) the Forklift training and assessment does not incur GST.

## **TRUCK LESSONS & ASSESSMENT**

Unlike Eastern States of Australia, where all truck driving assessments are outsourced, WA is different. WA RTOs, if approved, can train and assess drivers for their truck codes.

GST applies to truck driving lessons, as it is not mandatory to do lessons and achieve a Statement of Attainment. However as the assessment is mandatory (an Industry Instrument) prior to obtaining the truck code – the Assessment is GST free.

## **PILOT COURSE – FULL (NEW PILOTS)**

As it is a requirement to have completed a certified WA Heavy Vehicle Pilot training course (UOC) and be awarded a Statement of Attainment prior to applying for a MRWA Heavy Vehicle Pilot license (this is called an Industry Instrument) the Heavy Vehicle Pilot training and assessment does not incur GST.

## **PILOT COURSE – REFRESHER**

The supply of refresher course to heavy vehicle licence holders is not a GST-free supply of education courses

VERSION	DATE	CREATED/AMENDED BY	COMMENTS/AMENDMENTS	RESPONSIBLE PERSON
V0	15.08.17	Corp Quality Consult	Policy created	Corp Quality Consult
V1	21-9-17	Corp Quality Consult	Policy amended – clarification of some points.	Corp Quality Consult
V1	18-07-18	BADT Admin	No Changes	Corp Quality Consult
V1	27-09-19	BADT Admin	No Changes	RTO Mgr
V2	20-02-20	Internal Review Team	Changes made Refer to IR- 190163	RTO Mgr
V3	28-04-21	Internal Review Team	Logo changed	RTO Mgr
V4	4-1-22	Internal Review Team		RTO Mgr
V5	12-1-23	Internal Review Team	Review of deposit and fee process to ensure it covers new pilot courses coming on scope soon	RTO Mgr
V6	1-8-23	Internal Review Team	To simplify the fee payment process	RTO Mgr
V7	2-8-23	RTO MGr	GSTR 2003/1 ruling added	RTO Mgr
V8	13-05-24	RTO Admin	Corrected Pilot GST. language	RTO Mgr
V9	19/05/25	RTO Admin	Update refund policy	RTO MGR
V10	03/03/26	RTO Admin	Update refund policy	RTO MGR
V11	23/03/26	RTO Admin	Update policy & include force majeure	RTO MGR