



## Fees and Refund Policy

St Moses the Black (SMTB) 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, 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 SMTB or prior to course commencement, whichever comes first. SMTB may discontinue training if fees are not paid in accordance with the agreed fee schedule. The current fees and charges for SMTB are published within the current schedule of fees and charges.

### Schedule of Fees and Charges

The Chief Executive officer is responsible for approving SMTB 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 SMTB 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
- SMTB refund policy.

### 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. SMTB staff who are approached with an 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.

### Refund policy

The following refund policy will apply:



# St Moses The Black Pty Ltd

Trading as: St Moses Security  
RTO Provider Code: 41526 M/L: 409 429 403  
Email: [admin@stmosessecurity.com.au](mailto:admin@stmosessecurity.com.au)  
Website: [www.stmosessecurity.com.au](http://www.stmosessecurity.com.au)  
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## Qualifications:

- If a student gives notice to cancel their enrolment into a qualification more than 5 business days prior to the commencement of a program a student will be entitled to a (100%) refund of fees paid, less any non-refundable amount.
- If a student give notice to cancel their enrolment less than 5 days prior to the commencement of a qualification program the student will be entitled to an 80% refund of fees paid. The amount retained (20%) by SMTB is required to cover the costs of staff and resources which will have already been committed based on the student's initial intention to undertake the training.

## Short courses

- If a student gives notice to cancel their enrolment into a course more than 2 business days prior to the commencement of a program the student will be entitled to a full (100%) refund of fees paid, less any non-refundable amount.
- If a student gives notice to cancel their enrolment less than 2 days prior to the commencement of a program the student will not be entitled to any refund of fees paid. The amount retained by SMTB is required to cover the cost of staff and resources which will have already been committed based on the student's initial intention to undertake the training. However, a student is entitled to transfer to another course for a 50% transfer fee.
- If a student attends a short course more than 20 minutes late or does not have the appropriate photo ID required, the student will be transferred to a new course date with a 50% rebooking fee applicable. i.e., 50% of the original course fee paid.

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

Where a refund is 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.



## Cancellation and Refund Conditions

Situation	Refund
<b>Short Courses:</b> This applies to CPCWHS1001 Prepare to work safely in the construction industry HLTAID009 Provide cardiopulmonary resuscitation HLTAID010 Provide basic emergency life support HLTAID011 Provide First Aid HLTAID012 Provide First Aid in an education and care setting SITHFAB021 Provide responsible service of alcohol SITHGAM022 Provide responsible gambling services	
<b>Short courses:</b> <b>Withdrawal before Course Commencement Date</b> <ul style="list-style-type: none"> <li>▪ If the student cancels 2 or more business days and in writing before the course starts</li> <li>▪ If the student cancels less than 2 business days in writing before the course starts</li> </ul>	100% refund of paid tuition fees  No refund
<b>No ID on day of the course:</b> If the student arrives on the day of course without acceptable ID:	Student will be transferred to a new course date with a 50% rebooking fee applicable. i.e., 50% of the original course fee paid.
<b>Student arrives after the advertised course commencement time:</b> If the student arrives on the day of course and is more than 20 minutes late	Student will be transferred to a new course date with a 50% rebooking fee applicable. i.e., 50% of the original course fee paid.
<b>Qualifications:</b> This applies to CPP20218 Cert II in Security Operations	
<b>Qualifications:</b> <b>Withdrawal before Course Commencement Date</b> <ul style="list-style-type: none"> <li>▪ If the student cancels 5 or more business days before the course starts</li> <li>▪ If the student cancels less than 5 business days before the course starts</li> </ul>	100% refund of paid tuition fees less non-refundable fee  80% refund of paid tuition fees less non-refundable fee
<b>Course Transfers:</b> This applies to all courses and qualifications	
<b>Course Transfers:</b> <ul style="list-style-type: none"> <li>▪ If the student requests a transfer 2 or more business days, in writing, before the course starts</li> <li>▪ If the student requests a transfer less than 2 days, in writing, before course starts</li> </ul>	First transfer: No charge Subsequent transfers: 50% course transfer fee  50% course transfer fee
Student wishing to transfer to another date or course	Transfer once at no cost. Subsequent transfers will incur an additional 50% of course fee*
<b>General:</b> This applies to all courses and qualifications	



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If the student cancels after course commencement date	No refund of paid tuition fees
Written notification of withdrawal received after commencement	No refund of paid tuition fees
Student has overpaid & has documentation to support overpayment	Full refund of overpaid monies
Student has paid monies and the course is unavailable to commence	Full refund of all course fees paid
Cancellation of a course by the RTO (including closure of RTO)	Full refund of all course fees paid

\* Please note certificates will be withheld until all fees and charges have been paid, including transfer fees.

## Statutory cooling off period

The Standards for Registered Training Organisations require a person to be informed of their right to a statutory cooling off period. A statutory cooling off period is defined within the Australian Consumer Law which was 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. It is 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.

SMTB informs prospective learners of their rights in the Student Handbook. It must be noted that SMTB does not engage in unsolicited marketing or sales tactics and therefore a statutory cooling off period is not likely to be applicable to our learners who have enrolled into a program. For refund option in other circumstances, learners and staff must refer to the refund policy.

## Our Guarantee to Clients

If for any reason SMTB is unable to fulfil its service agreement with a learner, SMTB will 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**

SMTB 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 SMTB may accept payment of no more than \$1,500 from each learner prior to the commencement of the course. This requirement only applies when the payment for the fees are being made directly by an individual 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 an entity to entity transaction and does not require the limiting of fees paid in advance.

Following the course commencement, SMTB 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.

## **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.

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 SMTB schedule of fees and charges for details of what GST is and is not applied to.

## **Miscellaneous Charges**

SMTB 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 clearly specified in SMTB Schedule of Fees and Charges. All miscellaneous charges are to be based on a cost recovery basis and are not intended to be a source of profit.



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## **Learner complaints about fees or refunds**

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