

Fees, Credits and Refund Policy

1. Policy

Spectra Training Australia (Spectra) will invoice relevant fees and charges as per the National Fees Booklet. A National Fees Booklet is maintained for each calendar year and will ensure, at a minimum, that all Government funding contract regulatory obligations are met, as well as the highest ethical practices pertaining to consumer (client) protection.

2. Purpose

This policy has been developed to ensure that all stakeholders understand how fees and charges will be applied, what they relate to and what process to follow for credit or refund requests.

3. Responsibility

3.1 The Finance Manager is responsible for compliance with and implementation of this policy and procedure.

4. Definitions

4.1 **Fee Contribution** – Fees charged to clients (employers) for participants where Spectra is claiming partial State government funding and only where the relevant State government guidelines stipulate a fee contribution can be levied.

4.2 **Fee for Service (FFS)** – The fees charged to clients (employers) or participants enrolling into a training program that will not be supported by any Government funding.

4.3 **Service Level Agreement (SLA)** – Agreement between Spectra and a client (employer).

5. Guidelines

Receipt of fees in advance

5.1 All fees and charges shall be developed and executed as per the requirements of Spectra's State Government funding contracts and the overarching Standards for Registered Training Organisations (RTOs).

5.2 Spectra will not invoice and therefore receive any funds prior to the commencement of any training program. Once a program has commenced, fees required to be paid, which is attributable to tuition or other services yet to be delivered to the participant, will not exceed

those outlined in the National Fees Booklet, which in turn shall be gazetted in line with the relevant State Government funding agreement, where applicable.

Invoicing

- 5.3 All enrolments shall be covered by a signed SLA referencing the appropriate version of Spectra's National Fees Booklet.
- 5.4 Clients and participants will be provided all fee information in writing prior to the completion (confirmation) of the enrolment process.
- 5.5 Clients will be made aware of Spectra Training's credit and refund policy via the SLA, Mentor Handbook and Spectra website.
- 5.6 Participants will be made aware of this policy via the Participant Handbook and Spectra website.
- 5.7 The person or party responsible for payment of all participant fees will be identified as part of the Spectra enrolment process. Under Spectra's business model, this will typically be the employer.
- 5.8 Concession or exemption may apply as per State Government regulations; evidence demonstrating minimum concession requirements (usually a Health Care Card) or evidence of financial hardship for each individual participant will be required to access a reduced course fee or to be exempt from the course fee. A copy of evidence must be retained on the participant's file. Refer to Concession Policy and Procedure for more information.
- 5.9 Spectra will invoice the fee contributions monthly for all units of competency commenced a month prior. For example, fees shall be invoiced on the 1st of April for all units commenced March 1st to 31st.
- 5.10 Where applicable, fees payable to Spectra upon completion of a training program will not be invoiced by Spectra until all the units of competency required for the training program have been assessed as competent.
- 5.11 All fees and charges for the delivery of training and assessment services must be approved by the Chief Executive Officer (CEO) prior to their publication, quotation to clients or tender submission.

Credits / Adjustment Notes

- 5.12 Credit of course fees that have been invoiced, but not paid:
 - i. Spectra will provide an adjustment note to credit invoiced course fees where participants are eligible for State government funding and where payment has not been received and training has not commenced at the time of cancellation of enrolment.
 - ii. Where a participant has commenced a unit of competency, but withdrawn prior to completion, no credit will apply.
- 5.13 Credit of FFS or Fee contribution that have been invoiced, but not paid:

- i. Spectra will provide an adjustment note to credit invoiced FFS or Employer contribution fees where payment has not been received and training has not commenced at the time of cancellation of enrolment.
 - ii. Where a participant has commenced a unit of competency, but withdrawn prior to completion, no credit will apply nor will any additional fees apply.
- 5.14 Exemptions to the credits policy may be granted at the discretion of Spectra’s CEO or authorised delegate.
- 5.15 Where a participant withdraws from training, an adjustment note will only be raised where that participant has not commenced training.
- 5.16 No discount can be applied to course fees for participants eligible for State government funding.
- 5.17 Any applicable discounts (FFS only) are automatically forfeited when invoices are not paid by the due date.

Refunds

In line with Spectra’s policy to only invoice for units commenced monthly and in arrears, it is anticipated that refunds shall not be applicable, however the following shall apply in any exceptional circumstances:

- 5.18 Refund of fee contributions (if paid by participant):
 - i. Spectra will provide a refund of any paid fee contributions, where participants are eligible for State Government funding and where training has not commenced at the time of cancellation of enrolment.
 - ii. Where a participant has commenced a unit of competency, but withdrawn prior to completion, no refund will apply.
- 5.19 Refund of paid FFS or fee contributions (if paid by employer):
 - i. Spectra will provide a refund of paid FFS or employer contribution fees where training has not commenced at the time of cancellation of enrolment.
 - ii. Where a student has commenced a unit of competency, but withdrawn prior to completion, no refund will apply nor will any additional fees apply.

Cancellation of Training Session by the Client

- 5.20 If training sessions are cancelled by the client more than three (3) times without at least ten (10) days written notice to Spectra, Spectra reserves the right to charge a session cancellation fee of \$250 per participant and a minimum of \$2,000 each and every subsequent time.
- 5.21 If a training session is cancelled with less than one (1) weeks’ notice, Spectra reserves the right to charge for any and all travel expenses incurred – i.e. where that travel had been booked and could not be cancelled or varied.

Apprenticeship and Traineeship Fees

- 5.22 Spectra has a commencement fee and ongoing quarterly annual fees for all traineeships and apprenticeships. The commencement fee, as published in the Spectra's National Fees Booklet, is calculated by the Business Development Manager prior to enrolment and is invoiced quarterly based on units commenced.

QLD - Certificate III Guarantee/Higher Level Skills Student Contribution Fee

- 5.23 The student contribution fee, as published in Spectra's National Fees Booklet, is calculated at the time of enrolment, and invoiced upon commencement of units.
- 5.24 The 'student contribution fee' invoicing payment terms is 14 days unless otherwise agreed and documented in the SLA.
- 5.25 Under Spectra's business model, these fees will typically be paid on the participants' behalf by their employer or on occasion by another third party but will not, under any circumstances, be paid by the training provider.

Other charges

- 5.26 Spectra reserves the right to charge for reprints of transcripts, certificates, and retrieval of information from archives per the National Fees Booklet.
- 5.27 If Spectra is unable to deliver a course due to unforeseen circumstances or circumstances outside of Spectra's control, it will refund any fees collected, less reasonable out of pocket expenses including, but not limited to, course design, travel and accommodation, provision of course material and recovery of costs for training delivered.

Nature of Guarantee

- 5.28 Spectra is committed to ensuring that once participants have started studying their chosen qualification or course, provided they continue to meet all their participant responsibilities, they will be assured completion as per the training plan. Spectra will also guarantee training and assessment of the highest possible quality as outlined before enrolment.
- 5.29 In the event that Spectra is unable to honour this commitment, it will facilitate the completion of the planned training by the participant with another RTO.
- 5.30 If the participant does not wish to complete their training with another RTO, Spectra will provide a refund of any unused fees that the participant may be entitled to in accordance with this policy.
- 5.31 Spectra will also issue a Statement of Attainment for any units successfully completed by the participant.

Short Course Fees

- 5.32 All short course fees are invoiced and payable upon enrolment, or as otherwise agreed and documented in the SLA.
- 5.33 A certificate of participation will be issued for delivery of a short course which is not based on an accredited unit of competency or skills set.
- 5.34 A full refund will be issued if the course is cancelled by Spectra.
- 5.35 Written applications for refunds and transfers will be accepted within two clear working days before the course is due to start. A \$50 handling fee will apply.
- 5.36 Only 50% of paid fees shall be refunded if a participant cancels less than 48 hours prior to the course commencement date.
- 5.37 No refunds or transfers will be valid once the course commences.

6. Procedures

Invoices

- The Finance Officer issues a numbered tax invoice detailing all fees paid (tuition, materials, amenities, etc.).
- A copy of the invoice is sent to the client when the fees have been invoiced to the employer or sent to the participant when the fees have been invoiced to the individual participant.

Refunds

- Clients who require a refund must email the request to Spectra Enquiries (enquiries@spectra.edu.au) with an explanation as to why the request is being made.
 - The request will then be sent to the National Sales Manager for review
 - If the refund is valid, the National Sales Manager will liaise with the client to check bank/card details are correct send the request to the Accounts team to be processed.
- Note:** Refunds can take up to 14 days to process

7. Related Documents

GR003 Concessions Policy and Procedure

GR004 Participant Withdrawal Policy and Procedure

QR001 Issuance of Qualifications and Statements of Attainment Policy and Procedure

SG010_S National Fees Booklet

TG001_S Mentor Handbook

TG002_S Participant Handbook

SF023_S Spectra Training SLA

8. Review

8.1 24 months from release date or as required.

Amendment Schedule

8.2 This table detailing any “Corrected” (new release date) or “Changed” (new edition number) made to the controlled document between review dates.

Date	Modification	Detail	By
15/03/2015	Corrected	Changed to Spectra brand	QA Manager
20/03/2015	Changed	Reflect new standards for RTO 2015	Operations Manager
10/06/2015	Changed	Addition of QLD C3G/HSF – detailed the need for when payment will be issued and collected	Operations Manager
13/02/2017	Corrected	Updated to reflect current position titles	General Manager – Educational Support
29/05/2017	Changed	Changed invoicing policy to quarterly model as documented in the National Fee Booklet	General Manager – Educational Support
6/06/2018	Corrected	Simplified the sections: <ul style="list-style-type: none"> • Include ‘Authority’ into ‘Responsibility’ • Include ‘Amendment Schedule’ into ‘Review’ • Merged ‘Associated Work Instruction’ into ‘Related Documents’ 	Senior Manager Finance and Compliance
22/09/2020	Corrected and Changed	Reviewed and updated the following: <ul style="list-style-type: none"> • Position titles and responsibilities • Removed some “procedural pieces” and added them to policy • Reworded some sections to add more clarity • Added refund procedure 	Training Coordinator