

# Fees and Refund Policy

Document ID: FEED

Approved by: CEO

Approval Date: 21.03.2017

This policy meets **The Standards for Registered Training Organisations (RTOs) 2015:**

**Clause 4.1** Provide accurate and accessible information to prospective and current students

**Clauses 5.1, 5.2 and 5.3** Informing and protecting students

**Clause 7.3** Protecting pre-paid fees by students

## 1 Introduction

This policy outlines student and National Training Masters (NTM) financial rights and responsibilities. This policy applies to Student Fees, Concession Fees, Fee-for-Service, Additional Costs and other charges paid by NTM students and refunds of those fees, costs and charges

## 2 Purpose

NTM receives a large proportion of its funding from student fees, either directly as tuition fees or indirectly as part of Smart and Skilled funding in NSW. This policy applies to both commencing and continuing fee-paying students.

This policy identifies NTM's obligation for students to pay the Student Fee, Concession Fee, and, where applicable, Additional Costs determined by their enrolment conditions, other charges that may apply during their training, and the relevant refund conditions on fees, costs, and charges.

NTM manages student fees and payments in accordance with the following:

- Standards for Registered Training Organisations 2015 (under review)
- Smart and Skilled Fee Administration Policy
- Smart and Skilled Consumer Protection Strategy (for funded students in NSW)
- Smart and Skilled Administration Policy (for funded students in NSW)
- Smart and Skilled Qualification Prices and Fees (for funded students in NSW)
- Smart and Skilled Student Eligibility Policy (for funded students in NSW)
- Competition and Consumer Act 2010 (Cwt)
- Fair Trading Act 1987 (NSW)

## 3 Scope

This policy applies to students enrolled in NTM training.

Contracted Training is excluded from the scope of this policy as the fees and refund conditions are managed by the specific Terms and Conditions of each contract.

## 4 Policy

NTM is committed to empowering our students with a transparent [Fees and Refund policy](#). This policy ensures students understand the costs associated with our services and their rights if they require a refund. .

Upfront, NTM will advise students of the fees, costs, and charges related to their training, including the eligibility criteria governing access to subsidised training and the student fee, concession fee and fee exemption conditions, and, where applicable, fee waivers. The advice will include payment options, instalment payment schedules, and refund conditions.

All NTM students who are enrolled and have access to training are required to pay the Student Fee or Concession Fee, either at enrolment or by the due date/s of an instalment payment schedule, or be eligible for a Fee Exemption. **Please see Clause 5.1 regarding the maximum amount NTM can accept in prepaid fees.**

For NSW subsidised training delivered by NTM, including under Smart and Skilled, the Student Fee, Concession Fee and eligibility to a Fee Exemption are determined by the NSW Government's annual price, fee and subsidy setting process.

For training delivered by NTM, other than Smart and Skilled, the Student Fee, Concession Fee, Additional Costs and charges and eligibility to a Fee Exemption are determined by NTM and reviewed annually.

Where the Student Fee or Concession Fee, or instalment on this fee, has not been paid at enrolment or by the due date of an instalment payment schedule, the student will be restricted from access to enrolling, attending and/or participating in training, to training materials and to services delivered by NTM and will not be issued student documentation such as transcripts or testamur.

## 5 General Responsibilities, Accountability and Authority

A fee applies for most NTM courses, and an initial deposit of \$500 must be made at enrolment before students can access learning materials or attend class. The total amount a student pays depends on which course they study, whether government funding is available for that course and if so, whether they are eligible for a concession fee or exemption. A fee instalment plan is available, which includes the initial deposit fee and the remainder paid in instalments on scheduled dates during the course. NTM has no additional charges, fees or interest for using the instalment payment plan. Students are to follow a [payment plan](#) to ensure they cover their fees by the end of their enrolment.

All students participating in training with NTM through service fees will have qualification/course costs presented to them through our accounting system in the form of a Tax Invoice for each student before the scheduled start date of the course.

Students are responsible for reading the terms of their enrolment, accepting their offer to enrol in a course, and paying a deposit (or proving eligibility for concession or exemption) to secure a place in a course.

## 5.1 Consumer protection, maximum payments and deposits

**To ensure consumer protection, at no time will NTM request or accept from an individual prospective or current student prepaid fees in excess of \$1500.**

Students are responsible for paying their deposit and all fee instalments by the due dates so that they can start and/or continue their course. NTM cannot issue students a transcript or testamur until all fees have been paid.

NTM accepts payments by direct debit, EFTPOS, or credit card (MasterCard or Visa) or by phoning the Customer Service Centre at 1300 653 501. NTM does not accept cash.

Where another person or entity, such as a student employer, makes arrangements to pay the student fee on their behalf, they will be sent an invoice to make the necessary payment. However, students remain liable for the fee even if the other party does not pay, making the student liable to pay for the fee.

All NTM fees and charges are reviewed on a yearly basis and are subject to change.

## 5.2 Government funding

Some of NTM's courses are available under the NSW Smart and Skilled program. If students meet the eligibility criteria, the NSW government will pay a subsidy towards course fees.

**RTOs who offer courses under the Smart and Skilled program are given a financial cap each year, and once that cap has been fully utilised no further subsidies are available.**

Once NTM exhausts its Smart and Skilled funding, student fees will be fee-for-service and at a commercial rate. Funding is beyond NTM's control and is subject to availability from the NSW Government.

## 5.3 Concession fees - Smart and Skilled

Students who have started government-subsidised training on or after **1 January 2017**, and are enrolled under Smart and Skilled conditions may be eligible for a fee exemption or fee concession where they declare their disability status or concession status or identify as an Aboriginal or Torres Strait Islander person at the time of enrolment, and meet all the eligibility criteria. Students must demonstrate that they meet the eligibility conditions for a fee exemption or concession at enrolment. **Once our financial cap under Smart and Skilled is exhausted, exemptions or concession fees will not be available.**

If a student has already paid the maximum tuition fee and is eligible for a concession, they may be entitled to a refund of the difference. Where students are eligible for a fee exemption, they may be refunded any tuition fees they have paid.

## 5.4 Cooling off period

Students have consumer rights under state and Commonwealth legislation. Students have a 10-day cooling-off period from receiving their tuition fee tax invoice to deciding if the course is right for them. When students engage NTM to provide a service, they have the right to expect 'acceptable quality'.

Services must be:

- provided with due care or skill (taking all necessary steps to avoid loss and damage)
- fit for any specified purpose (express or implied)
- provided in a reasonable time (when no time is set).

What is 'reasonable' will depend on the nature of the service, the difficulty of the task, and other relevant factors, such as busy periods and public holidays.

## 5.5 Refunds

NTM may refund student tuition fees in the following circumstances:

- If a student cancels **more than five** (5+) business days before the scheduled course start date, they will receive a refund of the money paid, less a cancellation fee of \$50. If, at the time of cancellation, students opt to defer to the same course at a later date, the cancellation fee will not be charged.
- If students cancel **within five** (5) business days before the scheduled course start date, they will receive a refund of money paid less a cancellation fee of \$100. If, at the time of cancellation, students defer to the same course at a later date, the cancellation fee will not be charged.

If students do not cancel their enrolment before the commencement of their course, they are not entitled to any refund, and the full course price will be payable. If students submit a new course enrolment, they will be required to pay the total tuition fee for the new enrolment. Students must complete the [Withdrawal Form](#).

If NTM must cancel or reschedule a course, students will be offered the opportunity to join the new course or receive a full refund of money.

There is no refund if students withdraw after the course has started, have attended any classes, or have accessed learning resources.

Individual students who have overpaid the course fees will receive a refund via direct transfer to a nominated bank account.

## 5.6 Non-attendance

Student nonattendance of the **first 2 consecutive class sessions without notification** to the administration office will cancel their Smart and Skilled funding, and students will be automatically withdrawn from their course. Students who choose to enrol in any future courses will have to reapply for any Smart and Skilled funding.

## 6 Definitions

In this policy, the key terms are:

Term	Meaning
<b>Additional Costs</b>	Personal costs to students, over and above the Student Fee, where the student chooses to purchase from NTM, for example, essential equipment and other items, or a non-essential item, or an alternative form of access to an essential item or service of the training.
<b>Student Fee</b>	The Student Fee is the amount a student pays to enroll in and undertake training with NTM. The amount of the Student Fee is subject to whether the training being delivered is government-subsidised training, including under Smart and Skilled or Fee for Service training.
<b>Contracted Training</b>	Training is delivered under a contract between NTM and a third party, such as a business. The contract between the two parties details the enrolment requirements, course costs and fees to be paid by students and refund conditions
<b>Fee Exemption</b>	A student who is enrolled into government subsidised training, including under Smart and Skilled, and who meets defined criteria current at time of enrolment is eligible for an exemption from payment of the Student Fee or Concession Fee.
<b>Fee for Service Training</b>	Commercial training is for which all of the costs are borne by the student or a person or organisation on behalf of the student.
<b>Smart and Skilled</b>	The NSW Government sets qualification prices and student fees for Smart and Skilled training.
<b>Subsidised Training</b>	Training costs are borne by students and State and/or Commonwealth Governments. The government establishes enrolment requirements, including the applicability of the Concession Fee or Fee Exemption. The students pay a proportion of the course costs as a 'Student Fee,' with the Government paying a 'subsidy' to NTM for the balance of the course cost.

Additional definitions are covered within the related documents

## 7 Related Documents

This policy is to be read in conjunction with:

- Current Version of the Learner Handbook
- Withdrawal Form
- Payment Plan Form
- Smart and Skilled Questionnaire
- Smart and Skilled Operating Guidelines
- Smart and Skilled Fees Administration Policy

## 8 Contacts

All contact regarding fees or refunds should be made to the office administration staff of NTM. They can be contacted by email at [admin@ntm.edu.au](mailto:admin@ntm.edu.au) or on 1300 653 501.

## 9 Document Information and Review

This policy document will be reviewed every three years.

Review no: FEED01/2023  
 Next review date: 21.03.2026

Version	Effective	Approved by	Amendment / Reason
1.0	21.03.2017	Jane Lees – CEO	Development of policy with working group
2.0	23.03.2020	David Lipták – Director of Learning	Addition of link to Department of Fair Trading and update to Smart and Skilled Consumer protection
3.0	20.03.2023	Jane Lees – CEO	Minor update to refund policy and clarification on exhausting government funding and fee for service

**End of Policy**