

Fees, Charges, Refunds, Deferred Payment and Waiver Policy

Policy Statement

My Flex Training is a registered training organisation and as such the fees and charges for our services are set annually at levels to allow My Flex Training to maintain viability with provision of quality and equitable services. The fee, charges, refunds and waivers terms may be determined by:

- DTWD VET Fees and Charges Policy
- Australian Quality Training Framework (AQTF)
- Standards For Registered Training Organisations (RTOs) 2015
- Equity and Inclusion Policy
- Budget (Published Annual Fees and Charges Manual)
- Determination of an authorised officer by a reasonable process (to determine waiver, payment plan or sponsorship).

Fees and charges apply to the following services:

- My Flex Training College
- Published resources and merchandise
- Online programs

Refunds

My Flex Training publishes detailed refund information in the MFT Student Handbook. Generally, a refund will be given:

- In accordance with the DTWD VET Fees and Charges Policy documented in the student handbook each calendar year.
- If a service is cancelled by My Flex Training and a mutually acceptable alternative service cannot be found.
- If a service is not available due to maximum number of places being reached
- If a student has paid in advance for any unit(s) and withdraws from the unit(s) on or before the applicable census date
- If a student, participant, client, or customer makes a complaint about a service where My Flex Training has failed to deliver the agreed service and the failure is substantiated and My Flex Training is unable to rectify the situation.
- In accordance to the Terms and Conditions stated in a Memorandum of Understanding / Contract of Services

Fee and Charges Waiver

Equity between clients demands that the correct fee should be charged in accordance with My Flex Training and any relevant third party published fees and charges. Fees must always be charged unless levying such fees would cause severe financial hardship or would be inequitable. Staff must not unilaterally determine or promote that a fee should not be applied. Only authorised officers can decide to waive, remit or reduce fees.

In considering whether to waive, remit or reduce a fee or approve deferred payment, the authorised officer must take into consideration all circumstances and evidence. Factors contributing to severe financial hardship generally include family tragedy, financial misfortune, serious illness, threat, impacts of natural disaster, excessive debt-to-income ratio and other serious or difficult circumstances:

Individual

A person is considered to be in severe financial hardship when the charging of a fee or recovery of debt they would be left unable to meet basic living needs for themselves, or their dependents including the following:

- Food
- Accommodation
- Clothing
- Health/Medical treatment
- Education
- Job Security / Entitlements
- Access to or full participation in social / beneficial services
- Other basic necessities.

Business

Serious financial hardship can also apply to businesses associated with:

- Business closure
- Disconnection of an essential service
- Repossession
- Imminent legal action pending for non-payment of debts
- Period of review limitations
- Court orders
- Settlements
- Other necessities for the business or people you are responsible for.

Final approval will be at the discretion of the RTO Manager).

Policy Purpose

The purpose of this policy is to outline My Flex Training's fee, charges, refunds and waivers to ensure fees are charged unless levying such fees would cause severe financial hardship or would be inequitable.

Application of Policy

Fees will be charged for the specified services in accordance with the guidelines set by the Chief Executive Officer and RTO Manager.

The collection, storage, banking and reconciliation of fees, charges, refunds and waivers will be carried out in accordance with the written fees, charges, refunds and waivers handling processes.

Written information relating to the fees, charges, refunds and waivers for services will be provided to clients, customers, and students prior to any agreement to participate in the service is reached.

Addendum Approved Schedule of Fees and Charges

1. Foreword

The Approved Schedule of Fees and Charges outlines all fees that may be charged by My Flex Training for products and services or other engagement with My Flex Training in the current year. This document is published annually with the authority of the Chief Executive Officer.

Reference should be made to accompanying policies and procedures in ALL instances.

1.1 Authorised Officer

Only fees that have been approved by the VET/DTWD Compliance Team Leader (or delegate) can be charged to students or persons. Fees not approved are illegal and cannot be either charged or collected. The RTO Manager is the Authorised (approving) Officer for Fee Waiver Applications.

Fees listed in this document are invoiced and collected through the RTO administration.

1.2 Authority to Approve Deferred Payment Plan

The RTO may approve a deferred payment plan as mutually acceptable to both parties. The plan must be documented and final payment must not exceed the duration of the term of hire, study or employment.

An application on the prescribed form is required by the applicant. The written statement should outline what the individual / organisation can afford to pay towards the fees.

1.3 Authority to Waiver due to Severe Financial Hardship

The RTO may approve Fee Waiver Applications due to Severe Financial Hardship. Financial hardship involves an inability of the individual / organisation to pay bills, rather than an unwillingness to do so. Customer hardship can arise from a variety of situations. Hardship can be either of limited duration or long term.

Severe financial hardship will be decided on an individual / organisational basis for the purpose of:

- Waiving any My Flex Training Fees
- Writing-off a debt to My Flex Training
- Making a decision about reducing or suspending the collection of fees

Note: DTWD VET Fees and Charges Policy now provides criteria for VET Fee Waivers

Where these criteria are not met, instalment plans are appropriate and extended payment periods may also be considered

Subject to exceptional circumstances, a fee waiver cannot be given unless all of the above criteria are met.

1.4 Severe Financial Hardship

Severe financial hardship will be decided on an individual / organisational basis by the Authorised Officer taking into account all the circumstances. Refer to Policy Section 9, Fees, Charges and Refund Policy. These could include:

- The make-up of the family group (e.g. single parent, number of children etc.)
- Current family income and expenses
- Available funds of an organisation (consideration of the individuals organisation expense and debts and income)
- Long term unemployed
- Exceptional expenses (e.g. funeral, pharmaceutical costs or illness)
- Receipt of pension / government support
- Recent loss of job, and enrolment is for purposes of retraining
- Recent migration to Australia and enrolment to establish work purpose plus the current family income and expense

Application for Severe Hardship

The applicant needs to establish that severe financial hardship would result (after reasonable expenses are deducted from income) if My Flex Training pursued the recovery of a fee. Reasonable expenditure includes, but is not limited to: minimum loan repayments, fix operating costs of an organisation, rent, groceries, electricity, insurance, school fees, medical costs, etc.

An application on the prescribed form addressed to the RTO Manager is required by the applicant. The written statement should outline what the individual / organisation can afford to pay towards the fees.

At the sole discretion of the RTO Manager additional, tangible evidence (to that stated in the prescribed application form) of hardship may be requested and could include:

- Documentation such as a statutory declaration from a person/agency familiar with
- The individuals/organisations circumstances (not for profit agencies, a government agency, family doctor, clergy, bank officer, agencies etc.)
- Evidence of the customer having consulted with, and/or being accompanied by a recognised financial counsellor or a booking to see a financial counsellor
- Current Bank Statements
- Letter from charitable organisation
- Legal documents

Details of the individuals / organisations and grounds for waiving of fees and charges will be retained for audit purposes.

1.5 Bad Debt Recovery and Refunds

All bad debts are reportable to the RTO Manager. A bad debt write off can only be recommended when all opportunities to recover in full have been applied. Fair and adequate recovery procedures should be in place to manage the collection and recovery of monies.

Requests for refunds must be made in writing to the RTO Manager accompanied by a completed request for refund form/student amendment request form. Refunds are guided by the current fees and charges policies.

2. My Flex Training College Fee Management

MFT fees are collected in accordance with the Standards for Registered Training Organisations (RTOs) 2015 and DTWD VET Fees and Charges Policy of the current calendar year.

2.1 Course Fees

(New Trainee / DTWD New Funded Student)

An hourly rate, based on nominal hours, will apply to each unit commenced. Nominal Hours do not represent the hours of training or instruction. The course fee is the sum of fees for all units that a student enrolls in.

Students will be invoiced on the commencement of units. The total course cost is approximate and indicative only. Fees and charges are subject to change pending proof of evidence in relation to units eligible for Recognition of Prior Learning, Credit Transfer and the Department of Training and Workforce Development current calendar year VET Fees and Charges Policy. Incidental charges may be incurred through the course of study.

For secondary school aged persons, not enrolled at School the maximum course fee chargeable is stated in the DTWD Vet Fees and Charges Policy indicative of the current year. This maximum applies to the total course fees for one or more courses for both concessional and non-concessional students. For these students, course fees are calculated at the concessional rate until the student reaches the fee cap.

New Funded Student – Course Fee Payment

Students will be informed, prior to enrolment, the payment in full of course fees are required before arrangement/commencement of final practicum.

Enterprise Students – Trainees

If My Flex Health International elects to pay the fees on behalf of the employee then a documented process will be adhered to.

2.2 Concession Rate (Refer to DTWD VET Fees and Charges Policy)

Concession is determined by DTWD Vet Fees and Charges Policy of the current year. Concession rates will not be applied to user pay enrollments.

Proof of eligibility for concession should be shown at the time of enrolment, however a concession card will be accepted on inception and proof of ownership. For online or self-enrolments where a concession is claimed, proof of concession checks by RTOs will be carried out at a later date.

2.3 Other Fees

Fees may be charged for goods or services that are not essential to the course or for alternate forms of access to goods and services that are otherwise made available by My Flex Training at no additional cost. Fees will be published prior to commencement of enrolment.

Re-Issuance of record (VET 5.9.1.h)	\$50.00 each
RPL (Recognition of Prior Learning)	\$150 per unit assessed

Skills Recognition

Recognition of prior learning (RPL) involves the assessment of previously unrecognised skills and knowledge an individual has achieved outside the formal education and training system in respect of a specific unit. RPL is an assessment process that assesses the individual's non-formal and informal learning to determine the extent to which that individual has achieved these required learning outcomes or competency outcomes and all trainee students and funded students will be reviewed for an opportunity to apply recognition of prior learning to their study.

2.4 Payment Options

All students, on enrolment will take up one of the following payment options:

- 1) Pay the full amount of fees and charges
- 2) Present a signed authority from an employer to invoice that employer for the student's fees and charges
- 3) Pay fee by instalment
- 4) Make application on the grounds of severe financial hardship for fees and charges to be waived for courses below diploma level or concession-eligible

Students who fail to take up one of the above options must not be enrolled.

2.5 Payment by Instalment

Students must be given a minimum of eight weeks from the commencement of semester to finalise payment, which may include payment by instalments. Accountable officers should use their discretion in application of this instruction by formulating the payment by instalments to more appropriately match the particular training program. Details of the student's enrolment and details of why deferred payment was granted must be retained for audit purposes.

Students who have fallen behind in their payments must not be enrolled in additional units unless appropriate arrangements, agreed by both student and RTO, have been put in place to pay the outstanding amount.

2.6 Deferment and Extensions

My Flex Training will consider extensions to students seeking extra time to complete courses of study. Applications for extension must be made in writing to and approved by the RTO Manager.

My Flex Training reserves the right to refuse an extension in its absolute discretion.

Students seeking to defer their studies must state an intention to do so prior to the commencement of training or within 2 weeks following the commencement of training. Deferments will only be granted for a period of up to 6 months additional time.

In the event that a student does not complete their course in time, and does not seek either an extension or deferment for the course as directed above, then their training will be considered incomplete.

No refund will be given and a new enrolment must be pursued.

2.7 Collection and Refund of Fees

MFT fees are collected according to the Training and Accreditation Council Continuous Improvement Log directive 'Fees Paid in Advance 2010' and 'AQTF 2010 Condition of Registration'.

Payments for any course of study attracting total fees of \$1,500.00 or more will be as follows:

- First payment will be invoiced on confirmation of enrolment
- The balance of fees will be invoiced in advance progressively over the study period.

No one payment will exceed \$1,000.00.

- Whereby a unit or cluster of units exceed an upfront cost of \$1500 alternative payment arrangements will be made through the RTO Manager Finance

All fee waivers, concession and deferred payment plans will be authorised by the RTO Manager

MFT has a refund policy and ensures that the financial and contractual relationship between the student/client and the organisation is fair and equitable.

Students must advise in writing their request to withdraw.

2.7.1 Full Refund

A full refund will be given:

- If a service is cancelled by My Flex Training and a mutually acceptable alternative time cannot be found.
- If the RTO ceases to operate and a student has not received the service paid for or yet completed or attained a unit of study in which they enrolled
- A course/qualification or unit is cancelled or re-scheduled to a time unsuitable to the student
- A student is not given a place due to maximum number of places being reached
- Where a student has formally withdrawn in writing within 4 weeks of application (excluding costs of resources)

The VET/DTWD Compliance Team Leader can approve a full refund of fees at any time during the delivery if a class is cancelled because of declining numbers, no available lecturer or due to other circumstances caused by the RTO.

Students who withdraw for reasons other than those outlined above, and who lodge a withdrawal form before the Census Date will be eligible for a full refund of their course fee.

2.7.2 Part Refund

MFT set a census/withdrawal date for each unit at no less than 20% of the period the unit is undertaken.

Students who withdraw before the census date for a unit, for reasons other than listed in Section 2.7.1, will be eligible for a full refund of the unit fee.

2.7.2 Pro-Rata Refunds

The VET/DTWD Compliance Team Leader can approve a pro rata refund of fees and charges at any time during the course of delivery if students withdraw for reasons of personal circumstances beyond their control.

For example:

- serious illness resulting in extended absence from classes
- injury or disability that prevents the student from completing their program of study
- other exceptional reasons at the discretion of the accountable officer

In all cases, relevant documentary evidence (for example, medical certificate) is required. Details of all refunds will be retained for audit purposes, and the enrolment form annotated to show that a refund has been given.

2.9.3 Refunds are not given:

- a) Where a student fails to complete assessment tasks / placements and responsibilities
- b) For change of mind after 4 weeks of acceptance, or after the applicable Census date
- c) Where a student defers
- d) Where a student does not achieve competency at the completion of study
- e) For resources where they are damaged/incomplete

Students wishing to withdraw or defer courses must advise in writing their intent to Student Services. Deferral will be time limited and will incur additional fees.

Resource Costs

Work Placement Polo Shirt (My Flex Logo)	\$15 per item
Malicious damage or loss of work equipment	Replacement cost of Item