



# Refund Policy

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## Fees and Refunds

In accordance with applicable legislation, Aakira is entitled to charge fees for services provided to students undertaking a course of study. These charges are generally for items such as course materials or text books, student services and training and assessment services.

As part of the enrolment process, students will be provided a copy of the Aakira student handbook. A representative of Aakira will work through the handbook with the student explaining the key information. The fees section contains the Schedule of Fees and Charges and Aakira's Fee and Refund Policy.

## **Fees payable**

Fees are payable when the student has received notification of enrolment. A deposit is required prior to training commencing and Fees must be paid in full before the Statement of Attainment is issued to the student. We may discontinue training if the fee is not paid as required. Fees will vary for different training programs. For a full list of current fees and charges please refer to Aakira schedule of fees and charges.

## **Protecting fees being paid in advance**

Aakira acknowledges that it has an obligation to protect the fees paid by students in advance of their training and assessment services being delivered. To meet our responsibilities Aakira adopts option 3 and may accept payment of no more than \$1000 from each individual student prior to the commencement of the course.

Following the course commencement, Aakira may require payment of additional fees in scheduled payments in advance from the student but only such that at any given time, the total amount required to be paid does not exceed \$1,500.

The basis for determining the amount for scheduled payment must be based on the costs of the student's training and assessment yet to be delivered to the student.

## **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 student 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.

<b>Doc. Title</b>	Fee and Refund Policy				
<b>Doc. No.</b>	TAA-RTO-006	<b>Version Date:</b>	27 Feb 2020	<b>Version:</b>	1.2
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# Refund Policy

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## Schedule of Fees and Charges

The Chief Executive officer is responsible for approving Aakira Schedule of Fees and Charges. As a minimum the schedule of fees and charges is to include:

- 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 Aakira to honor its commitment to deliver services and complete the training and/or assessment once the student has commenced study;
- Any discounts, fee reductions or exemptions available for multiple enrolments, concession card holders, continuing students, 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 students who are deemed not yet competent on completion of training and assessment; and
- Aakira refund policy.

## Replacement of text and training workbooks

Students who require replacement of issued text or training workbooks will be liable for additional charges to cover the cost of replacement. Where a student has purchased a text or training workbooks and subsequently cancels his or her enrolment Aakira will not refund monies for the text unless a written request for a refund is received and we are satisfied that the text is in as-new condition. For a full list of replacement charges please refer to Aakira schedule of fees and charges.

The Student Handbook lists all the text books and resources a student will receive per course.

## Giving notice of enrolment cancelation

A student who wishes to cancel must first speak to the Aakira Support Officer by calling 1300 355 900 during business hours Monday to Friday. The Student Support Officer will often be able to assist the student which could result in the student not having to withdraw from their course of study. Support offered may include study support, a modified training plan or deferment.

If the student does decide to withdraw from their course of study, after speaking to the Aakira Support Officer, their withdrawal must be given in writing by completing Form 4.1p – Withdrawal Notice. The student is to follow all instructions listed on this form.

In the initial contact with the Student Support Officer the student will be made aware of their rights with regards to the refunding of tuition fees.

Students who give written notice to cancel their enrolment and who are eligible for a refund are to be provided with a Refund Request Form. Students who may not be eligible but are requesting a refund should also be provided with the relevant form so the Chief Executive Officer can properly consider the request.

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# Refund Policy

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## Refunds – Student Initiated

A student may request a refund in the following situation:

- The student cancels their enrolment
- The student needs to withdraw due to extenuating or significant personal circumstances

The following policy will apply to students requesting a refund:

- Cancellation requested 7 or more days prior to the commencement of the course: Full amount refunded or held in credit for future use.
- Change of date requested 7 or more days prior to the commencement of the course: No change fee.
- Cancellation requested 3 to 7 days prior to the commencement of the course: 50% refunded, or held in credit for future use.
- Change of date requested 3 to 7 days prior to commencement of the course: We retain your original payment and charge a \$50 change fee.
- Cancellation up to 2 days prior to course, no show on the day, arrive too late, withdrawal during the course: All monies forfeited.
- Change of date requested up to 2 days and day prior to course commencement: We retain your original payment and charge a \$50 change fee
- Where a refund is due to a candidate, the applicable refund amount will be provided within thirty days.

To apply for a refund, students need to complete the request for refund form and follow the associated instructions. Where the student is not entitled to a refund but a request for the Chief Executive Officer to consider a refund has been made, a decision will be made within seven working days of receiving the request for refund form. Students will be notified of the outcome via email and the refund will be paid to the student within 14 days.

The Chief Executive Officer in all situations may exercise discretion if the student can demonstrate that extenuating or significant personal circumstance led to their withdrawal. In these cases, the student will 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. Refunds that are issued will be calculated based on the outstanding nominal yet to be delivered to the student.

Where refunds are approved, the refund payment must be paid to the student within 30 days from the time the student 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 student on the Refund Request Form.

## How does a student request a refund?

In circumstances where a student wants to withdraw, they will contact the Support Officer (see section Support prior to withdrawal from Studies). The Support Officer will make the student aware of the Aakira refund policy, and should the student wish to apply for a refund, the Support Officer will refer the student to the refund request form and the associated process.

Where the student cancels their enrolment prior to the course commencing, and they are entitled to a refund, the student will need to complete the request for refund form. Refunds will be paid to the student within 30 days of the request being received.

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<b>Doc. No.</b>	TAA-RTO-006	<b>Version Date:</b>	27 Feb 2020	<b>Version:</b>	1.2
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# Refund Policy

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## Refunds – Aakira Initiated

Aakira will initiate a refund in the following situations:

- Aakira cannot provide the service that it agreed to. This may be due to many reasons including:
  - The course not being conducted due to insufficient enrolments
  - The venue being damaged and becoming unsuitable to conduct training from (such as severe weather damage), with no alternate venue being able to be sourced
  - An inability to recruit and provide suitably qualified staff to deliver training
  - An inability to provide the student placement opportunities
  - An inability to provide the student with a Workplace, Mentor and Supervisor
  - An error being made at the time of enrolment by Aakira

Where Aakira can no longer provide the service, the refund will be calculated based on the outstanding nominal hours that are yet to be delivered to the student. Where Aakira cannot deliver the service promised, Aakira will ensure students have the opportunity to complete the units of competency they are currently studying, and be issued with the appropriate statement of attainment (on successful completion).

Aakira will also offer to enrol the student at another RTO chosen by Aakira at no cost to the student.

## How Aakira will make a refund payment where it initiates a refund

When Aakira initiates a refund the following will occur:

- Aakira will contact the student advising them of the refund amount they are entitled to and why
- Aakira will request the student send bank account details to [admin@trainingahead.com.au](mailto:admin@trainingahead.com.au)
- Aakira will process the refund with 30 days of receiving bank account details

## Deferring Study

Aakira understands that in some situation students may need to defer their study. This may occur as a result of:

- The student being injured and unable to complete the practical component of the course
- The student suffering from a serious illness
- The student needing to attend to a personal crisis or emergency
- The student having logistical issues that result in them not being able to attend a course

If a student wishes to defer their course of study, they should discuss options with the Aakira Support Officer, by calling 1300 355 900, Monday to Friday during business hours. Aakira may be able to offer support that results in the student not being required to defer their course of study.

If it is determined that the student needs to defer their course of study, they can do so for a maximum of twelve months. The process to defer studies is as follows:

1. The student is to contact the Aakira Support Officer to discuss options that may be available to them and additional support that Aakira can offer them
2. If it is determined that the student needs to defer their course of study, the student and the Aakira Officer will complete Form 4.1o – Application to defer enrolment.
3. The Aakira Support Officer will log the details on Blue Sky and defer the student’s enrolment.
4. The Aakira Support Officer will contact the student three weeks prior to the listed end of the deferment to arrange returning to study.

<b>Doc. Title</b>	Fee and Refund Policy				
<b>Doc. No.</b>	TAA-RTO-006	<b>Version Date:</b>	27 Feb 2020	<b>Version:</b>	1.2
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# Refund Policy

Where the student decides not to return to study at the end of their deferment, they will forfeit any fees paid. Where special circumstances apply, as described in Refunds – Student Initiated section of this policy, a refund may be issued at the discretion of the Chief Executive Officer.

Students can defer for a maximum of twelve months.

## Our Guarantee to Clients

Aakira’s guarantees students the following once they are enrolled:

- If Aakira needs to cancel a course prior to the courses commencement, the student will either:
  - Be offered a place in the next suitable course
  - Be issued a full refund
- a trainer not being available, not being able to provide the student practical placement, the If Aakira needs to delay the delivery of part of a course that has commenced (due to training venue becoming unsuitable and another not being able to be sourced, not being able to provide the student a Workplace Supervisor, Mentor and Coach), the following will occur:
  - Aakira will ensure students can continue to complete the unit of competency/units of competency they are currently studying
  - The students enrolments will be delayed, whilst Aakira makes alternate arrangements to complete the delivery of the course OR  
The students (where possible) will be transferred to another Aakira course OR  
The student will be issued with a refund for the remainder of the course (based on nominal hours not delivered)
- If Aakira goes into liquidation it will:
  - Issue the student with a refund that will be calculated based on the outstanding nominal hours that are yet to be delivered to the student OR  
Transfer the student to another training provider, who will complete the remainder of the students training plan
- Aakira will guarantee the student that all statements made in this policy, and other policies available to the student at the time of enrolment and during the course of their enrolment will be maintained and upheld, so the student’s rights are protected.

Aakira guarantees that under all circumstances where Aakira cannot meet its future obligations, students will be provided with the opportunity to complete the study that they are currently completing, and be issued with a statement of attainment (on successful completion of the units of competency).

If for any reason Aakira is unable to fulfill its service agreement with a student, Aakira must issue a full refund for any services not provided (as calculated by the nominal hours yet to be delivered). The basis for determining “services not provided” is to be based on the units of competency completed by the student and which can be issued in a statement of attainment at the time the service is terminated.

## Miscellaneous Charges

Aakira will levy some miscellaneous charges for services. These may include:

- Re-issuing a certificate after it has been initially issued to a student.
- Replacing issued learning materials which the student has lost or damaged
- Re-assessment services

These miscellaneous charges are clearly specified in Aakira Schedule of Fees and Charges. It is to be made clear if these services will include GST. 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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<b>Doc. No.</b>	TAA-RTO-006	<b>Version Date:</b>	27 Feb 2020	<b>Version:</b>	1.2
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# Refund Policy

## Student complaints about fees or refunds

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

## Costs Associated with Training

For full details about Fee, Charges and Refunds, please refer to the Appendix A - Fees and Refunds section of this book.

By signing the enrolment form you are agreeing to train with Aakira and pay the required fees. You are required to complete (to the best of your ability) your training within the agreed timelines as outlined on your training plan and to pay your fees as agreed on the payment form.

At enrolment, students are invoiced as per the details below. Details of these fees will be outlined on the invoice. Payment one must be made prior to the start of the course.

Aakira requires that all student accounts are in the name of the student or employer. These details are to be provided at enrolment.

Students are required to immediately inform the Aakira of any change in billing details e.g. change of name or address or bank details.

Certificates cannot be issued until all fees are paid.

The following tables outline the fee associated with completing a qualification with Aakira:

**Table One: Schedule of Fees Payable – Fee for Service Students**

	Payment One	Payment Two	Payment Three
<b>All Certificate II Qualifications</b>	Prior to Course \$750.00	Completion of week ten of study \$1,460.00	Completion study \$250.00
<b>All Certificate III Qualifications</b>	Prior to Course \$750.00	Completion of week ten of study \$1,460.00	Completion study \$250.00

When your training plan is devised Aakira will provide an indicative date/s when fees will become due. Payment one is due prior to course commencement, and should be paid when enrolling into your course. Payment two and three will be invoiced to you at the date agreed on your training plan. Payment of invoice is due within 7 days. If you require a payment plan, please speak to Aakira when enrolling in the course.

<b>Doc. Title</b>	Fee and Refund Policy				
<b>Doc. No.</b>	TAA-RTO-006	<b>Version Date:</b>	27 Feb 2020	<b>Version:</b>	1.2
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# Refund Policy

**Table Four: Schedule of Administration Fees and Charges**

An administration fee is charged for all Aakira courses. The fee covers enrolment and all course materials. This fee must be paid prior to commencement and is non refundable.

Fee or Charge	Cost
Additional Assessment Fee (see additional assessment explained)	\$250.00
Re enrolment Fee (administration and materials)	\$100.00 – this covers multiple units of competency, if done in the one enrolment
Certificate Re-issuing Fee	\$7.50
RPL Assessment Fee (Initial)	\$350.00
Requesting a physical copy of your records	\$10.00
RPL Assessment Fee (per unit of competency)	\$100.00
RPL – Gap Training	Pending Meeting and Outcome of RPL
Replacement Student Workbook	\$250.00
Copy of Student Records (physical copy – note, no cost is charged for a student to view records – see student handbook or Fact Sheet 4.4c - Information for Students about Accessing Records for further information)	\$10.00

For further clarification about Fees, Charges and Refunds, please speak to a Aakira team member by calling 1300 355 900 or email [admin@trainingahead.com.au](mailto:admin@trainingahead.com.au).

The maximum charge for the full RPL process is capped at \$2,400.00 for the full qualification.

Aakira will advise students at the RPL interview if they should not proceed to have a full assessment of RPL conducted and instead enroll in the qualification.

## Collection of Overdue Fees and Charges Policy

Aakira will take any necessary steps to recover outstanding fees and charges. Aakira will take the following course of action in the event that fees and charges are not paid by the due date or installment payments are not made by the required date.

If a student is experiencing financial difficulty they should contact Aakira and discuss arrangements Aakira can put in place to cater for their special circumstances.

### Special circumstances

In special circumstances Aakira will consider requests from students who are unable to pay the fees in accordance with the Fees and Charges schedule due to medical, financial or domestic circumstances that may require compassionate consideration.

Under these circumstances, Aakira may agree to enter into a formal financial agreement where the repayment of fees can be differed or an alternative payment schedule can be arranged.

### To apply for special circumstances:

1. Students must apply for financial arrangements in writing to the CEO.
2. Financial arrangements are entirely at the discretion of the CEO.

<b>Doc. Title</b>	Fee and Refund Policy				
<b>Doc. No.</b>	TAA-RTO-006	<b>Version Date:</b>	27 Feb 2020	<b>Version:</b>	1.2
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# Refund Policy

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3. If formal financial arrangements are agreed to by both the student and the CEO then additional measures taken by Aakira to recover the overdue amounts (i.e. debt recovery actions) will cease as long as the financial arrangement entered into is adhered to.
4. The agreed financial arrangement will be confirmed in writing by the CEO and the student will be required to agree to the terms of the agreement before it is formally accepted by Aakira.
5. Any approved financial arrangements not strictly adhered to will be withdrawn immediately upon default and recovery action on the outstanding fees and charges will commence.
6. Any financial arrangement will involve an initial minimum repayment, the equivalent of 5% of the outstanding balance, as a sign of good faith by the student.
7. The length of the agreement period will be for a maximum period of 12 months or by the completion date of the student course (whichever is sooner) by which time all fees must be paid.

<b>Doc. Title</b>	Fee and Refund Policy				
<b>Doc. No.</b>	TAA-RTO-006	<b>Version Date:</b>	27 Feb 2020	<b>Version:</b>	1.2
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# Refund Policy

## Overdue Fees - Process

Aakira reserves the right to charge a late payment fee to student / employers for overdue accounts or for breaches of an approved installment agreement.

These fees are applied as follows:

Timing	Action	Admin Fee
When fees are not paid with 7 days of due date	A first reminder will be sent	Nil
When fees are not paid within 14 days of due date	A second reminder will be sent	\$20.00
When fees are not paid within 21 days of due date	A third reminder will be sent	\$50.00
When fees are not paid within 28 days of due date	A fourth reminder will be sent	\$100
When fees are not paid within 35 days of due date	Letter from CEO	
When fees are not paid within 42 days	Legal action will be taken	Sent to debt recovery

Non-payment of the administrative fees will be considered non-payment of fees for the purposes of the operation of the Collection of Overdue Fees Policy section of Policy 2.1 - Fees and Refunds Policy.

## Suspension or cancellation

Aakira reserves the right to suspend a student's place and training until such time that the fees have been paid or to cancel a student's place if fees have not been paid and an agreement has not been made by the student to pay.

Students who have outstanding fees and charges will be refused enrolment into any future course.

## Additional Assessment Explained

It is inevitable that some students will not meet the requirements of the assessment evidence and will be judged as not-yet-competent. At Aakira, our approach to these situations is the work with the student in order to address deficiencies and to build their skill and knowledge in preparation for additional assessment. This will be undertaken within the scheduled training plan or may be completed under alternative arrangements agreed between the student and the assessor.

In some rare circumstances, students may find it difficult to develop the necessary skills and knowledge within the constraints of the scheduled training plan. When this occurs, arrangements may be agreed to (see below) that allows the student to undertake additional learning in their own time (whilst having contact with the assessor for clarification) and return for additional assessment.

In some cases, after alternative arrangements have been exhausted, it will be suitable to find a student not-yet-competent and record this result with their statement of attainment. If this is to occur, Aakira will arrange to meet with you to discuss future training options that may be more suitable.

<b>Doc. Title</b>	Fee and Refund Policy				
<b>Doc. No.</b>	TAA-RTO-006	<b>Version Date:</b>	27 Feb 2020	<b>Version:</b>	1.2
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# Refund Policy

---

Aakira takes the following approach to additional assessment:

- Students can submit assessments or demonstrate skills to a trainer for a maximum of three times (including the initial assessment) at no additional fee. If the student cannot be deemed competent within this time frame, the student will be deemed not yet competent in the unit of competency and will need to reenroll in the unit of competency. This is calculated at a fee of \$250.00 per unit of competency (see Assessment Information section for more information).
- In addition to the per unit of competency fee, a materials and administration fee of \$100.00 is charged for a reenrollment. This is charged every time one or multiple units of competency are reenrolled in.

## RPL Interview Fee

The following fees and charges pertain to RPL:

- Assessment of the Student RPL Assessment Kit - \$350.00, non refundable, paid when the Student RPL Assessment Kit is submitted
- RPL Unit of Competency Assessment Fee - \$100 per unit of competency, paid when an agreement for RPL is submitted.

The maximum charge for the full RPL process is capped at \$2,400.00 for the full qualification.

For full details of the RPL process, refer to Policy and Procedure 5.3.

NOTE – RPL ASSESSMENTS WILL NOT COMMENCE UNTIL THE FEE PERTAINING TO THE STAGE HAS BEEN PAID.

<b>Doc. Title</b>	Fee and Refund Policy				
<b>Doc. No.</b>	TAA-RTO-006	<b>Version Date:</b>	27 Feb 2020	<b>Version:</b>	1.2
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