



# DAYSAFE PTY LTD

## Policy & Procedure – Fees & Refunds

<b>Purpose</b>	The purpose of this Policy & Procedure (P&P) is to ensure that Daysafe has a fair and equitable fee structure and refund policy.
<b>Scope</b>	This P&P provides guidance on the implementation of the Daysafe fees and refund policy and procedure when courses are cancelled or discontinued; or when clients or students cancel, withdraw or lodge a grievance which is upheld.
<b>Definitions</b>	<b>Client</b> – the company or business wishing to enrol participants in the training and assessment activity. <b>Student</b> – the participant in the training and assessment activity.
<b>Inputs</b>	<p><b>Standard 5 - Each learner is properly informed and protected</b></p> <p>5.3 - Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:</p> <ul style="list-style-type: none"><li>a) all relevant fee information including:<ul style="list-style-type: none"><li>i) fees that must be paid to the RTO; and</li><li>ii) payment terms and conditions including deposits and refunds;</li></ul></li><li>b) the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies;</li><li>c) the learner's right to obtain a refund for services not provided by the RTO in the event the:<ul style="list-style-type: none"><li>i) arrangement is terminated early; or</li><li>ii) the RTO fails to provide the agreed services.</li></ul></li></ul> <p><b>Standard 7 - The RTO has effective governance and administration arrangements in place.</b></p> <p>7.3 - Where the RTO requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), the RTO must meet the requirements set out in the Requirements for Fee Protection in Schedule 6.</p>

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### Schedule 6.

The RTO addresses learner fee protection by implementing one or more of the following arrangements:

1. The RTO holds an unconditional financial guarantee from a bank operating in Australia where:
  - a) the guarantee is for an amount no less than the total amount of prepaid fees held by the RTO in excess of the threshold prepaid fee amount for each learner for services to be provided by the RTO to those learners; and
  - b) all establishment and ongoing maintenance costs for the bank guarantee are met by the RTO.
2. The RTO holds current membership of a Tuition Assurance Scheme approved by its VET Regulator which, if the RTO is unable to provide services for which the learner has prepaid, must ensure:
  - a) the learner will be placed into an equivalent course such that:
    - the new location is geographically close to where the learner had been enrolled; and
    - the learner receives the full services for which they have prepaid at no additional cost to the learner; or
  - b) if an equivalent course cannot be found, the learner is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.
3. Any other fee protection measure approved by the VET Regulator.

### Requirement

Where the RTO requires individual learners to pay fees, fee information must be provided prior to enrolment or commencement of training and assessment (whichever is earliest), about:

- all fees payable to the RTO, clearly describing all costs involved with the course
- how and when fees must be paid
- how to request a refund, and
- conditions under which a refund would be provided.

Where a learner is being enrolled under any loan or delayed payment arrangement (including VET FEE- HELP), the terms of the arrangement must be clearly stated, including any debt that may be incurred; when repayment is required and under what conditions; and any associated fees, indexation or interest.

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	<p>If the RTO collects more than \$1500 per learner in prepaid fees, they must take action to protect the prepaid fees that exceed \$1500 for any learner. In these instances, there must be at least one protection measure in place for each learner; however, this does not have to be the same measure for all learners.</p> <p>CRICOS registered RTOs must satisfy both the requirements of this clause and of the The options available to an RTO which collects fees in advance are designed to protect individual students in the event that the RTO is unable to deliver the training, assessment and support services agreed with the student.</p> <p>These requirements do not apply if you contract with a company to deliver training to their employees, paid for by that company,</p>
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<b>Reference Documentation</b>	<p>Other reference documentation which relates to this P&amp;P includes:</p> <ul style="list-style-type: none"> <li>• Daysafe P&amp;P-Online Credit Card Payment-V1</li> </ul>
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<b>Tools &amp; Templates</b>	<p>This P&amp;P is supported by the Tools &amp; Templates identified at each stage in the process.</p>
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<b>Policy</b>	<p><b>Fee information</b></p> <p>The following fee information is to be provided to each client or student prior to their enrolment:</p> <ul style="list-style-type: none"> <li>• the total amount of all fees including course fees, administration fees, materials fees and any other charges</li> <li>• payment terms, (Include the timing and amount of fees to be paid and any non-refundable deposit/administration fees)             <ul style="list-style-type: none"> <li>○ Daysafe requires payment of the full fees or a Purchase Order provided on enrolment in order to secure a place on the nominated course</li> <li>○ Daysafe will not issue certificates until payment has been received or a Purchase Order is provided.</li> </ul> </li> <li>• the fees and charges for additional services. (Including issuance of a replacement statement of attainment and the options available to students who are deemed not yet competent on completion of training and assessment)</li> <li>• how to request a refund, and</li> <li>• conditions under which a refund would be provided.</li> </ul> <p>Clients or students must be provided with a receipt for all fees paid.</p> <p>Daysafe guarantee to complete the training and assessment once the student has commenced their chosen course.</p>
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### **Accepting fees in advance**

Daysafe accepts fees in advance but will not accept payment of more than \$1500 from each individual student prior to the commencement of the course.

Following course commencement, Daysafe may require payment of additional fees in advance from the student but only such that at any given time, the total amount required to be paid which is attributable to costs yet to be incurred on behalf of the student for tuition or other services yet to be delivered to the student does not exceed \$1,500

### **Refunds**

Each client or student must also be informed of our refund policy prior to their enrolment, which is:

Daysafe will apply the following percentage of refund to all training cancellations:

- Full training course fees are required on enrolment in order to secure a seat on the nominated course. (Up to \$1000)
- All cancellations must be received in writing.
- No penalty will be requested if the cancellation has been received prior to 8 days before the commencement of the nominated course.
- A penalty of 50% of the full fee if cancellation has been received more than 3 days and less than 7 days before the commencement of the nominated course.
- No refunds will be issued if cancellation has been received less than 48 hours before the commencement of the nominated course.

### **Truck Licensing Terms & Conditions**

- If our instructors believe a student is not ready to undertake the Practical Driving Assessment (PDA), they will be advised that they need further lessons, incurring extra costs. However, students may decide to risk attempting the PDA at their discretion.
- If a student fails the PDA, further re-assessment costs will be incurred including truck hire and DOT fees as stated on our website and on the document; Truck Licensing 5 Step Process - Terms & Conditions.
- **NOTE:** Cancellation of scheduled PDA's require 2 full business days notice or DOT & Assessment fees will be forfeited or fully charged.

### **Reimbursement**

The liability for airfares and accommodation is with the client under all circumstances. Pre-paid airfares and accommodation will be invoiced to the client in full including a 5% surcharge, separate to course cancellation fees listed above.

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<p><b>Fees and refund information</b></p> <p><b>Output</b></p> <p><b>Responsibility</b></p>	<p>Potential clients or students must be informed of the Daysafe fee structure and refund policy prior to enrolling in a course. They are informed of the fees during initial contact through:</p> <ul style="list-style-type: none"> <li>• Daysafe Website</li> <li>• Daysafe – Information for Students</li> <li>• Course flyers</li> </ul> <p>Each client or student is informed of the Daysafe fee structure and refund policy prior to their enrolment</p> <p>Office Manager</p>	<p><b>Tools &amp; Templates</b></p> <ul style="list-style-type: none"> <li>• <i>Daysafe Website</i></li> <li>• <i>Daysafe – Information for Students</i></li> <li>• <i>Course flyers</i></li> </ul>
<p><b>Collect Fees</b></p> <p><b>Output</b></p> <p><b>Responsibility</b></p>	<p>Fees are collected as part of the enrolment process unless a Purchase Order is provided.</p> <p>Clients are invoiced post course for purchase orders.</p> <p>Fees received</p> <p>Office Manager</p>	<p><b>Tools &amp; Templates</b></p>
<p><b>Receipt of fees acknowledged</b></p> <p><b>Output</b></p> <p><b>Responsibility</b></p>	<p>Clients or students are to be provided with a receipt for all fees paid.</p> <p>Receipts issued to clients or students</p> <p>Office Manager</p>	<p><b>Tools &amp; Templates</b></p> <ul style="list-style-type: none"> <li>•</li> </ul>
<p><b>Refunds</b></p> <p><b>Output</b></p> <p><b>Responsibility</b></p>	<p>When clients or students cancel any enrolment fees are to be refunded in accordance with the policy.</p> <p>Fees refunded</p> <p>Office Manager</p>	<p><b>Tools &amp; Templates</b></p>

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