

POL 001 Enrolment Terms and Conditions Policy

POLICY NUMBER:	POL 001		
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RELATED DOCUMENTS:	FRM 099 Application for Payment of Training Fees by a Third Party POL 050 Privacy Policy POL 009 Fees and Refunds Policy and Procedure Fee Schedule		
REVIEWED BY:	RTO Manager	DATE OF REVIEW:	12/07/2021
APPROVED BY:	CEO	DATE APPROVED:	12/07/2021

PURPOSE

The purpose of this policy is to outline Construction Training Academy's (CTA's) enrolment terms and conditions.

SCOPE

This policy applies to all students enrolled in training activity and third parties who are paying student tuition fees.

PAYMENT TERMS

- An invoice will be sent to the party responsible for payment once their enrolment has been processed.
- All invoices must be paid within thirty (30) days from date of invoice, or prior to the commencement of the training, whichever is earlier. Any dispute regarding the invoice must be notified to CTA within that period.

PAYMENT OPTIONS

- Fees and charges are to be paid by electronic funds transfer (EFT).
- Formal acknowledgement of receipt of payment will be provided to the client within fourteen (14) days of receipt of funds.

THIRD PARTY PAYMENTS

Payment can be made by a third party (employer or other organisation). Where a third party chooses to pay tuition fees, they must complete and submit FRM 099 Application for Payment of Training Fees by a Third Party Form.

The third party will be liable for tuition fees invoiced by CTA even if:

- the student withdraws from the course prior to or after course commencement and there is no entitlement to a refund
- the student is no longer entitled to subsidised training
- the student's Training Contract has expired
- the student's employment with the third party ceases
- the student is deemed not competent

If the student's employment with the third party is terminated the third party and/or the student must advise Construction Training Academy (CTA) of the employment termination in writing. If CTA is not notified of the employment termination in writing the third party will remain liable for any student's fees incurred until the point in time when CTA is notified, and subject to refund terms and conditions.

PROTECTION OF FEES

Payments made prior to the commencement of the training are deposited into a Bank Account and not drawn down until the fees are no longer subject to a possible refund.

Advanced payments for future training will not exceed \$1,500.00.

FEE CHANGES

CTA reserves the right to review its fees without notice. Any changes to the CTA Fee Schedule will be published on the CTA website.

FAILURE TO PAY BY DUE DATE

Failure to pay fees on time may result in the student losing their place in the course or qualification.

CANCELLATIONS AND REFUNDS

- In submitting an enrolment form the Student is automatically bound by the conditions of CTA's POL 009 Fees and Refunds Policy and to the Enrolment Terms and Conditions.
- All requests for a refund must be submitted in writing and must be accompanied by official documentary evidence of the grounds for the request. Fees are not refundable, except where it is specifically mentioned below.

Conditions	Refund
Enrolment Fee of \$300.00	Non-refundable
Change of mind <u>at least</u> ten (10) days prior to the agreed start date	Refund of fees paid less an administration charge of 10% of tuition fees payable
Change of mind with <u>less than</u> 10 days' notice prior to the agreed start date	No refund
Withdrawal from training after the agreed start date	No refund

CTA is unable to provide the course for which the original offer was made	Full refund of tuition fees
Withdrawal from training after the agreed start date where fees have been pre-paid for future training blocks that haven't yet commenced	Refund of pre-paid tuition fees for future training block(s) less an administration charge of 10% of tuition fees paid
Withdraw or abandon a course in bad financial standing	Outstanding unpaid fees will be referred to Debt Collection Agency

- An application in writing may be made for exceptional circumstances, addressed to the RTO Manager.
- Refunds will only be made by Direct Bank Transfer to the account of the person/entity that made the original payment(s).
- Refund payments will be made within twenty-eight (28) days of receipt of the application for refund.
- The refund policy and procedures are subject to review from time to time. Any changes will be published on the CTA website.

INTELLECTUAL PROPERTY RIGHTS

Any Materials supplied by CTA to the student, including but not limited to Training Course materials (in document format, electronic format or otherwise), are for the student's personal non-commercial use. Save for this, the student must not re-publish, licence, transfer, copy, reproduce or post on the internet, any of CTA's materials without CTA's prior written consent.

SPECIFICATIONS

CTA reserves the right at any time to alter the specification in respect of the Products and Services offered in the interest of continual improvement, without giving notice to the student. An alteration does not entitle the student to avoid the obligations and liabilities contained within these Terms.

OTHER TERMS AND CONDITIONS

No other term, condition, agreement, warranty, representation or understanding (whether express or implied) is in any way binding upon CTA, other than these Terms.

RECOVERY COSTS

The student shall pay all costs and expenses incurred by CTA, its legal advisers, mercantile agents, and others in respect to debt collection.

DISCLOSURE OF PERSONAL INFORMATION DECLARATION

I (the student) have read the [CTA POL 050 Privacy Policy](http://www.constructiontrainingacademy.com.au) at www.constructiontrainingacademy.com.au and I consent to the collection, storage, use and disclosure of my personal information in accordance with this policy.

I acknowledge that if my employer has paid for this training course, it is a condition of my enrolment that CTA may disclose details of my attendance and assessment to my employer. I understand that CTA will not otherwise disclose my personal information to other individuals or organisations except in accordance with the CTA Privacy Policy.

DOCUMENT CONTROL

VERSION NO.	EFFECTIVE DATE	KEY CHANGES
2.1	12/07/2021	Update to payment terms, the invoice will be sent to the 'party responsible for payment', not necessarily the student. Removal of credit card payments under payment options.