

## Payment Terms and Conditions

Below are the terms and conditions by which all payments made to Flexible Business Learning Pty Ltd (FBL) are held. By signing the FBL Enrolment Form, the student agrees that they will adhere to these terms and conditions in any transactions they have with FBL.

### 1.0 Prices and GST

- 1.1 All products and services will be invoiced/charged at the time of purchase. Prices are subject to change.
- 1.2 All prices are GST inclusive (where applicable) or are GST exempt for educational purposes. GST charges on all products and services are at the applicable legislated rates for Australia.

### 2.0 Payment Terms

- 2.1 For full qualifications, payment is made within 7 days of receipt of invoice for all payments apart from the first payment.
  - 2.1.1 If the payment is the first installment, it is due as above or before the commencement of the course, whichever comes first.
  - 2.1.2 Payment of \$1000 must be made before the participant's enrolment in the course is confirmed. For courses that have limited participant numbers, a place will not be guaranteed until this payment is made.
  - 2.1.3 Where the full fees and charges for a course exceeds \$1000 a payment schedule has been established that ensures any payments received from students in advance of the service being provided does not exceed \$1500.
    - 2.1.3.1 Payment schedules are specific to each individual course and are based on scheduling of training and assessment services and the issuing of related materials. See the FBL Fees and Charges for the specific payment schedules for each course.
    - 2.1.3.2 FBL will send a reminder communication to the participant that a scheduled payment is due at least 7 working days prior to the due date, this email will include an invoice for the amount due.
- 2.2 For short courses whose total fee does not exceed \$1000 all payments are due within 7 days of receipt of invoice or before the commencement of the course, whichever comes first.
  - 2.2.1 Full payment must be received before the participant's enrolment in the course is confirmed. For courses that have limited participant numbers, a place will not be guaranteed until this payment is made.
- 2.3 For all short courses whose total fee is greater than \$1000, the terms outlined for full qualifications in 2.1 apply
- 2.4 All direct debit payments and/or remittances must clearly indicate the name of the student and the invoice/s being paid.

- 2.4.1 For direct debit references, the student surname and invoice number are sufficient (eg. Jones0134)
  - 2.4.2 It is the responsibility of the student to ensure that their payment has been successful. Students can contact FBL offices via email to check if their payments have been received.
  - 2.4.3 If details are not provided regarding the invoice that is being paid, the payment will be recorded against the oldest outstanding item.
  - 2.4.4 If a student name is not provided, the payment amount will be receipted and placed in a holding account until such time as the purpose of the payment can be ascertained.
- Note:** A student's place in a course is not guaranteed until a payment has been recorded against their file. A student will not be given a place in the course until information is provided as to the purpose of the payment.
- 2.5 FBL reserves the right to withhold services from any student whose initial or scheduled payment is overdue. This includes:
    - 2.5.1 The withholding of learning and assessment materials and resources
    - 2.5.2 Withholding access to classroom training. Students will be informed that their payment is overdue and that they are not to attend class until such time as the payment is made.
      - 2.5.2.1 If a student arrives at class without payment they will be turned away.
    - 2.5.3 The cessation of workplace visits or Learning Coach contact.
    - 2.5.4 Withholding final testamurs until outstanding payments are made.
  - 2.6 Services will recommence once payment is made.
  - 2.7 FBL maintains the right to refuse services to any clients that have a history of late or overdue payments with the company.

### 3.0 Withdrawals and Cancellations

#### 3.1 Full Qualifications

- 3.1.1 If a student withdraws from a course prior to course commencement and the distribution of any materials/resources the following will apply:
  - 3.1.1.1 More than 28 days prior to course commencement – a full refund including administrative fee
  - 3.1.1.2 14-28 days prior to course commencement – a refund of all fees paid minus the administrative fee (see fees and charges for administrative fees per course)
  - 3.1.1.3 Less than 14 days prior to course commencement – no refund of initial payment of \$1000 will be granted.
- 3.1.2 If a student withdraws from a course after course commencement through no fault of FBL and the student does not meet the 'strenuous circumstances' outlined in 3.3, no refund will be granted for fees paid.

- 3.1.3 If a student withdraws from a course after course commencement and the student has evidence that their withdrawal was the result of a poor quality service:
  - 3.1.3.1 The administration fee and initial payment prior to enrolment are non-refundable
  - 3.1.3.2 Any payments made in advance of the services yet to be provided (minus the administration fee) will be refunded to the student at the discretion of the Training Manager
  - 3.1.3.3 Should a student/client not agree with the Training Manager's decision, a formal complaint can be lodged and will be processed according to the FBL Managing Complaints Procedure.

## 3.2 Short Courses

- 3.2.1 If a student withdraws from a short course, or a short course is cancelled, and the total fees for the course are greater than \$1000, the conditions for a full qualification (3.1) apply
- 3.2.2 If a student withdraws from a short course prior to course commencement and the distribution of any materials/resources the following will apply:
  - 3.2.2.1 More than 28 days prior to course commencement – a full refund including administrative fee
  - 3.2.2.2 14-28 days prior to course commencement – a refund of all fees paid minus the administrative fee (see fees and charges for administrative fees per course)
  - 3.2.2.3 Less than 14 days prior to course commencement – no refund will be granted
- 3.2.3 If a student wishes to reschedule to another course offered by FBL and notifies FBL:
  - 3.2.3.1 More than 14 days prior to course commencement – all payments already made will be transferred to the new course. If the new course is a different price to the previous course a refund will be made, or a payment will be required, to meet the difference. All additional payments are required before enrolment in the new course is confirmed as outlined in 2.1 and 2.2
  - 3.2.3.2 Less than 14 days and more than 3 days prior to course commencement – all payments, excluding the administration fee, will be transferred to the new course. If the payments transferred do not equal the payment required by the new course, the difference will be met with either a refund, or additional payment from the student. All additional payments are required before enrolment in the new course is confirmed as outline in 2.1 and 2.2
  - 3.2.3.3 Less than 3 days prior to course commencement – all payments made will be forfeited and the new course must be paid for, as outlined in 2.1 and 2.2, before enrolment is confirmed.
- 3.2.4 If a student withdraws from a short course where the total fees are less than \$1000 prior to course commencement and the distribution of any materials/resources the following apply:
  - 3.2.4.1 If a student withdraws from a course after course commencement there is no refund.

3.3 If a student must withdraw from a course due to strenuous circumstances (for personal reasons beyond their control), and can verify this in writing, a partial refund may be granted independent of the terms outlined above at the discretion of the Training Manager and in consultation with the student.

3.3.1 Example of a strenuous circumstance could be:

3.3.1.1 Illness preventing the student from completing their study (verified by a medical certificate)

3.3.1.2 Change of employment hours or location (verified by the employer)

3.3.2 A decision on the extent of the refund will be made based on the specific circumstances relating to each individual case.

3.3.3 If a student is not satisfied with the refund decision, a formal complaint can be lodged and will be processed using the FBL Managing Complaints Procedure.

3.4 If, due to unforeseen circumstances, and through no fault of the student, FBL cancels a course or enrolment:

3.4.1 A full refund will be issued (including the administration fee) if the course/enrolment is cancelled before it commences

3.4.2 A full refund will be issued if the course/enrolment is rescheduled or the course strategy is altered before the course commences in a way that is unsuitable to the needs of the student and they are unable to continue

3.4.3 If a course has commenced, students will be given the option to receive a Statement of Attainment for the units that they have already achieved and either a) FBL will suggest an alternate method of delivery or course, or b) FBL will source a third party training organisation to complete the training and assessment service:

3.4.3.1 If the student accepts this arrangement they will continue payment for the course according to the agreed fees and payment schedule, and FBL will organise the third party provider at no cost to the student

3.4.3.1.1 If a third party provider can not be found that is suitable to the student, they will be issued with the Statement of Attainment and provided with a refund of any payments made for services that have not yet been rendered.

3.4.3.2 If a student does not accept this arrangement they will be provided with a full refund (including administration fee)

#### 4.0 Applying for a refund

4.1 A student can apply for a refund by submitting a letter addressed to the Training Manager that includes:

4.1.1 The student's name, the name of the course, and the date the course was due to commence or commenced.

4.1.2 An explanation as to why the refund is requested.

4.1.3 The student's signature

- 4.1.4 If the student has already commenced their training or received resources and/or learning/assessment materials and is withdrawing under strenuous circumstances, they must attach verification of their reason for withdrawal to the letter (see 'withdrawals and cancellations' above for more information)
- 4.2 The request will be considered by the Training Manager in accordance with the terms and conditions outlined in this document and the *FBL Payment and Refund Policy*. The student will receive a letter from the Training Manager detailing his or her decision.
  - 4.2.1 If approved, the refund will be processed within 5 working days.
  - 4.2.2 All refunds will be paid to the same person or entity from whom the payment was originally received.

## 5.0 Fees and Charges

- 5.1 All course fees and potential charges associated with FBL services are outlined in the *FBL Fees and Charges*, available on the FBL Website, in the *Student Handbook*, or as a document provided to the student with their Enrolment Form.
  - 5.1.1 All students must read the *FBL Fees and Charges* and agree to the prices for each service and/or potential service when signing their enrolment form.
  - 5.1.2 The student will be informed of any charges associated with additional services before these services are delivered through the issuance of an invoice. Additional services will not be delivered until such time as the student has paid the additional charge (no single additional charges will exceed \$1000).

### Definitions:

- Additional Services:* Services that are not included in the Course Fee for the particular course. Services included in the course fee are detailed in the relevant Course Strategy.
- Additional Charges:* Charges that are associated with additional services. All additional charges are detailed in the *FBL Fees and Charges*. Students may or may not require additional services during the course of their enrolment.