

(02) Course Fee, Withdrawal and Refund Policy

1. Policy Statement and Purpose

AMAB Training Services Pty Ltd (“AMAB”) trading as The Academy of Cinemagraphic Makeup (“AACM”) and Bellevue Beauty (“BB”) is charging course fees for all services provided under its scope as Registered Training Organisation (“RTO”), for non-accredited and non-recognised courses and other services related to the education, training and assessment of its students. This document is to detail the policies and procedures, how AMAB will charge course fees, manage withdrawals, manage refund requests and calculates refunds.

It is AMAB’s intention to clearly outline its policies and procedures to enable students to make the right choice, to treat all students fair and equal, to protect its learners, to protect its ongoing business interests, to align with best practice in the industry and to fully comply with all regulatory standards.

2. Scope and definitions

This Withdrawal and Refund Policy applies to all courses and other services provided by AMAB and applies to all prospective learners and students across all campuses of AMAB and its subsidiaries and brands. In this policy "we" and "us" refers to AMAB and "you" refers to any person applying for enrolment, enrolled into a course or receiving services from AMAB. “Student” refers to all prospective learners and enrolled students and learners having completed, withdrawn or otherwise exited a course. “Course” refers to all courses and education services either on our scope as RTO or non-accredited and non-recognised in form or short courses or workshops.

3. Course Fees

- 3.1. AMAB is a fee-for-service provider. We are charging course fees for all our courses and related services covering all training and assessment services, learning materials and consumables needed to successfully complete a course. The costs of each course and service are carefully considered and are balancing the high costs of our course delivery with the aim to make our training services affordable and worthwhile.
- 3.2. For Diploma level courses, AMAB is not receiving any government subsidies or support and AMAB is not VET FEE-HELP or VET Student Loan approved. AMAB is not offering any subsidies or Commonwealth supported places.
- 3.3. In principle, our tuition fees are not set based on individual training components, subjects or unit of competencies but are set holistically on a course level covering all costs of the duration of the training on a weekly, fortnightly or monthly basis.
- 3.4. Only for the purpose of Recognition of Prior Learning (“RPL”), Credit Transfer (“CT”) or Single Subject Enrolment (“SSE”), fees for individual training components are identified to enable us determining a fair course fee to be charged.
- 3.5. Pricing for individual training components is meaningless for the purpose of determining refunds during a withdrawal process.
- 3.6. Course fees are subject to change from intake to intake and may be adjusted at our own discretion. Course fees are published on our webpage, course brochures and other marketing material and are communicated to students during the marketing and admission process.
- 3.7. Once enrolled in a course, course fees are locked in and won’t change as long as a student does maintain a continuous enrolment. Course costs may change if a student opts to withdraw or cancel and re-enters a course, or after a suspension, intermission or leave of absence.
- 3.8. From time to time special offers and discounts may be available. These offers and discounts can not be applied retrospectively and only apply to students not yet enrolled at the time of the offer. A withdrawal from a course and subsequent re-enrolment does not qualify for the special offer or discount.

4. Protection of Students

We strongly recommended not to enroll in a course and not to sign our enrolment & acceptance form until the available payment options and financial affordability has been carefully considered. Our courses require a high level of time commitment and focus and financial constraints and challenges may negatively impact on the progression and successful completion. We are asking our students to plan ahead and communicate with us accordingly. During the enrolment process, we will communicate with our students accordingly and we may discuss course costs, payment options and affordability. We want to make sure our students don't overcommit and are aware of our policies and their obligations to pay course fees.

5. Protection of AMAB

- 5.1. As a fee for service provider, we rely on charging course fees to cover all costs of delivery and to keep our courses and delivery current and up to industry standards. Students failing to pay their required course fees will be excluded from the course and classes and their enrolment will be suspended or cancelled.
- 5.2. AMAB is reserving the right to recover outstanding and overdue course fees by entering into a debt collection process which may include the engagement of external debt collection companies. This may cause additional costs such as (but not limited to) interest on outstanding balances, debt collection commissions and fees and other transaction costs which will be passed on to the student.
- 5.3. AMAB has only limited capacity in each class and "No Shows" may cause major disruption. For this reason, students failing to pay their required course deposit on enrolment may not be allowed to commence the course. A place in the course is only secured once the course deposit has been paid. Signing the enrolment form & acceptance agreement alone does not secure a place in the course. Allocation of places is handled on a "first pay first serve" principle and students who have enrolled earlier but not paid the deposit may lose their place to a student that has enrolled later but paid the deposit.
- 5.4. Students who have enrolled into a short course or single subject and have failed to pay their required course fee upfront will not be allowed to commence the short course or subject until all fees have been paid. Students may need to defer to a future course until all fees have been paid.
- 5.5. Students who have completed the course but have not completed their payments, e.g. having outstanding balances or having not yet completed their payment plans, will not receive any statement of attainments, qualifications and other related course documentation. Media files, portfolios and other course work will not be released until all remaining fees are paid.

6. Payment options

- 6.1. The "Course Commencement Date" is the first day of the course as published by AACM and BB.
- 6.2. Short Courses
 - 6.2.1. For short courses and single subject enrolments, course fees must be paid in full upfront prior to commencing the course. Course fees can be paid in a single upfront transaction on enrolment or prior to the Course Commencement Date.
 - 6.2.2. At the discretion of AMAB, payment plans may be negotiated. If a payment plan has been approved, the payment plan must be completed and fees paid prior to the Course Commencement Date.
- 6.3. Qualifications
 - 6.3.1. A 10% deposit of the total course fees is required on enrolment to secure a place in the course. The deposit cannot be paid on a payment plan and must be a single transaction.
 - 6.3.2. An upfront payment option is available where the remaining course fees (total course fees less deposit) must be paid in full no less than 10 business days prior to the Course Commencement Date.

- 6.3.3. Students having paid their course fees in full upfront compliant with clause 6.3.2 will be receiving a 10% discount on the total course fees.
- 6.3.4. Students failing to pay the full amount upfront not compliant with clause 6.3.2 will lose the 10% discount and will have to pay the remaining course fees on one of the available payment plan options.
- 6.3.5. Students can pay proportions of their course fees upfront to reduce the amounts payable for each installment on a payment plan, however this does not attract any discounts.
- 6.3.6. A payment plan option is available where the remaining course fees (total course fees less deposit and less all other fees paid in advance) are paid by weekly, fortnightly or monthly installments. Payment plans may commence after enrolment and prior to the course start, however payment plans must not exceed the end date of the course. Payment plans must not commence any later than 5 business days after the Course Commencement Date.
- 6.3.7. Payment plan options will be processed by a 3rd party collecting the weekly, fortnightly and monthly installments on behalf of AMAB. Students will enter into a separate agreement authorising the 3rd party to take payments from their bank account or credit card. Additional account and transaction fees will apply.
- 6.3.8. AMAB may allow one-off payments during the course to reduce the amounts payable for future installments on a payment plan, however this does not attract any discounts. One-off payments need to be pre-approved by AMAB to ensure that respective processes of the 3rd party collection partners are followed and changes to the payment plans reflected accordingly.

7. Course Withdrawal

- 7.1. Course withdrawal, or cancellation means a student is wishing to exit a course and discontinue to study (“Withdrawal”). The request to withdraw must be submitted to us in writing, either by mail, email or in person using one of the valid postal addresses, email addresses or by visiting us in person at one of our campus locations. Withdrawal requests submitted through any other communication channels such as text messages, Facebook or other social media channels and withdrawal requests by phone cannot be accepted.
- 7.2. The “Withdrawal Date” is the date the withdrawal request is received by email or in person or post dated when sending my mail.
- 7.3. The “Withdrawal Effective Date” is the last day of the following months following the Withdrawal Date”.
- 7.4. In case of a withdrawal request, a notice period applies as per clause 7.3, being the period between the Withdrawal Date and the last calendar day of the months following the Withdrawal date. A student stays enrolled with us during this period and may elect to continue to study and use our education services or may elect to not to. In either case, a student continues to be liable for all course fees and other course costs during this period.
- 7.5. Students paying course fees on a payment plan must continue to pay their agreed payment plan instalments as they fall due until the Withdrawal Effective Date and no pro-rata applies. AMAB reserves the right to recover declined or bounced payments.
- 7.6. Students paying course fees in advance will have paid pro-rata until the Withdrawal Effective Date.
- 7.7. If a Student is withdrawing prior to the Course Commencement Date, the Withdrawal Effective Date will be the Withdrawal Date.
- 7.8. If the Withdrawal Effective Date falls after the course completion date, the Withdrawal Effective Date will be the Course Completion Date.

Example: John is enrolled into the Diploma of Screen and Media and is notifying us with the intention to withdraw by email. We have received John’s email on the 5th April. John’s Withdrawal Date is the 5th April with a Withdrawal Effective Date of the 31st May, the last day of the following months. As John is paying his course fees on a payment plan, John must continue to pay all payment plan instalments as they fall due until the 31st May.

Example: Maria is enrolled into the Diploma of Cinemagraphic Makeup and is notifying us with the intention to withdraw via text message on the 29th August. We advise Maria that her withdrawal request must be submitted by mail, email or in person. Maria is notifying us in person a week later when she comes to class on the 2nd September. Maria's Withdrawal Date is the 2nd September with a Withdrawal Effective Date of the 31st October, the last day of the following months. As Maria has paid her course fees in advance, Maria will have paid course fees in advance pro-rata until the 31st October and a pro-rata refund may apply.

Example: Jody is enrolled into the Diploma of Beauty Therapy starting on the 15th May. Jody is paying her tuition fees on a payment plan and has already commenced her payment plan installments well in advance. Jody is informing us by email to withdraw from her enrolment 14 days prior on the 1st May. Jody's Withdrawal Date and Withdrawal Effective Date will be the 2nd May and Jody will not commence her studies. Except her deposit, all course fees paid will be refunded to Jody and her payment plan will be cancelled.

- 7.9. AMAB may need to inform other parties of the withdrawal and Withdrawal Effective Date such as Centrelink, transport concession card providers or other parties providing services to students as a result of an enrolment.
- 7.10. After the Withdrawal Effective date, all education services will cease and access to our facilities or online services will discontinue.
- 7.11. Latest on the Withdrawal Effective Date students have to return all AMAB property. Failing to return AMAB property will result in AMAB replacing the property at face value, charging all costs related to the replacement back to the student.

8. Refund requests and refundable amounts

- 8.1. Refund requests must be submitted to us in writing, either by mail, email or in person using one of the valid postal addresses, email addresses or by visiting us in person at one of our campus locations. Withdrawal requests submitted through any other communication channels such as text messages, Facebook or other social media channels and withdrawal requests by phone cannot be accepted.
- 8.2. Refunds are not automatically granted and each refund request will be evaluated individually to ensure that each case individual circumstances are considered accordingly. Refund requests must be submitted no later than 6 months after the Withdrawal Effective Date. Refund requests submitted at a later stage will not be considered and no refund will be granted.
- 8.3. Refund requests will be processed and a decision made and communicated within 20 business days after the refund request was received. If a refund request is successful, a payment will be made within 10 business days after the day the decision has been communicated.
- 8.4. Refund requests will be denied without consideration;
 - 8.4.1. in any circumstances where the student has supplied fraudulent, forged or deliberately misleading documentation; or
 - 8.4.2. where the student has had their enrolment terminated due to either academic or behavioral misconduct; or
 - 8.4.3. where the student and AMAB is in legal dispute or mediation;
 - 8.4.4. a refund request has been submitted later than 6 months after the Withdrawal Effective Date.
- 8.5. The following fees and costs are nonrefundable;
 - 8.5.1. Deposit paid on enrolment for courses where deposits are required.
 - 8.5.2. Any amount equal to the deposit required if no deposit was paid. E.g. if course fees were paid in total upfront or the deposit is part of payment plan instalments or otherwise paid or waived.
 - 8.5.3. Any other fees and costs occurred during the admission process, during the enrolment or after the Withdrawal Effective Date not being tuition fees, such as (but not limited to)
 - 8.5.3.1. Admission costs.
 - 8.5.3.2. RPL and Credit Transfer costs.

- 8.5.3.3. Costs for books, materials, consumables, subscriptions.
- 8.5.3.4. Travel and accommodation.
- 8.5.3.5. Fees for certifying documents, printing, postage.
- 8.5.4. Any other costs and fees not being tuition fees.
- 8.5.5. If a student has received a student kit, the costs of the kit will be deducted from any refund calculated if the Withdrawal Effective Date is within the first 90 days after the Course Commencement Date. On the Withdrawal Effective Date and after all fees have been paid and/or recovered (whatever comes last), the ownership of the student kit will transfer to the student.
- 8.5.6. If a student is paying on a payment plan and the Withdrawal Effective Date is within the first 90 days, a student kit fee will apply and is payable by the student. On the Withdrawal Effective Date and after all fees have been paid and/or recovered (whatever comes last), the ownership of the student kit will transfer to the student.
- 8.6. AMAB is not compensating for any intangible costs occurred such as loss of income or loss of opportunity, depreciation of assets or costs occurred enabling a student to enroll, study or withdraw from a course.
- 8.7. The following fees and costs are refundable;
 - 8.7.1. Tuition fees paid in advance as a pro-rata calculated using the Withdrawal Effective Date as key date of determination.
 - 8.7.2. Other fees and costs paid in advance where either the service or the goods have not yet been delivered.
- 8.8. All refunds determined will be refunded via electronic fund transfer into a nominated Australian bank account. We are not able to refund amounts to overseas bank accounts, credit cards, by cheque or cash.

9. Refund calculation for advanced payments

- 9.1. To determine how much tuition fees have been paid in advance, the total course fees paid in advance (“Total Course Fees Paid in Advance”) equals the total course fees as determined on enrolment less;
 - 9.1.1. deposits paid as per clause 8.5.1 or 8.5.2; and less
 - 9.1.2. upfront payment discounts (if applicable); and less
 - 9.1.3. student kits considering clause 8.5.5; and less
 - 9.1.4. fees charged for not returned property as per clause 7.11; and less
 - 9.1.5. other fees overdue for services and goods delivered as per clause 8.5.3 and 8.5.4 (but not limited to)
- 9.2. The Total Course Fees Paid in Advance as calculated under clause 9.1 will be determined as the amount the pro-rata calculation will be based on.
- 9.3. The pro-rata calculation will be based on the pro-rata amount of weeks delivered versus the amount of total course weeks. For the purpose of this calculation, every week commenced will be determined as a full week and the key date will be the Withdrawal Effective Date determining the pro-rata weeks of course & service delivered.
- 9.4. The Course Fees Payable (“Course Fees Payable”) will be the fees payable covering the course delivery period from Commencement Date until the Withdrawal Effective Date in weeks as calculated under clause 9.3
- 9.5. The amount refundable (“Refundable Amount”) will be calculated as Total Course Fees Paid in Advance less the Course Fees Payable as calculated under clause 9.4 and is determined as the amount that has been paid in advance for the purpose of this refund calculation.

Example: Maria has withdrawn from the Diploma of Cinemagraphic Makeup commenced on Wednesday the 15th August and her Withdrawal Effective Date has been determined as the 31 October. Maria has paid her course fees in advance and received a 10% discount for her upfront payment. She paid a total of \$12,600 in advance (\$14,000 Total Course Fees less \$1,400 discount).

- a) The Total Course Fees Paid in Advance equals \$14,000 less \$1,400 upfront discount less \$1,400 deposit equivalent less \$3,000 student kit costs (withdrawal within 90 days as per clause 9.4.5) = \$8,200
- b) Weeks delivered: 12 weeks; 26 weeks of total course duration
- c) Pro-rata Course Fees Payable: \$8,200 / 26 weeks x 12 weeks= \$3,784.62
- d) Total Course Fees Paid in Advance: \$8,200 - \$3,784.62 = \$4,415.38
- e) Refundable Amount: **\$4,415.38**

Example: John has withdrawn from his Diploma of Screen and Media after his course commencement date and after 90 days of his course delivery. John has paid his deposit of \$1,920 prior to his course start. As John is paying his fees on a payment plan, he has nothing paid in advance. His deposit is not refundable and as John has studied longer than 90 days, no less for the student kit is payable as per clause 8.5.6.

Example: Alex has withdrawn from her Diploma of Screen and Media 6 weeks after her course commencement date. Alex has paid her deposit of \$1,920 prior to her course start. As Alex is paying her fees on a payment plan, she has nothing paid in advance. Her deposit is not refundable and as Alex has withdrawn within the first 90 days, a student kit fee is payable depending on which kits Alex has received. Alex will have to pay the student kit fee before the student kit transfers into her ownership (clause 8.5.6.)

- 9.6. If students have commenced their payment plan payments in advance prior to the course start date, the instalments paid prior to the Course Commencement Date will be treated as Course Fees Paid in Advance and are refundable.
- 9.7. AMAB is reserving the right to not issue any course documentation such as certificates, qualifications, statement of attainments and other course documents as well as not releasing student work, portfolios or other media files unless all outstanding financial matters have been closed and a student account is balanced.
- 9.8. AMAB may consider special circumstances in cases of hardship where students can present satisfying evidence. Any special consideration and decision is to the sole discretion of AMAB and cannot be appealed. Special consideration may apply to cases where events occurred that are preventing the student from commencing, continuing or completing a course where the cause of the event is or was beyond of the student's control.
- 9.9. To avoid any doubt, the following events do not qualify for refunds and are not considered special circumstances (but not limited to);
 - 9.9.1. Missing classes or not attending classes
 - 9.9.2. Missing or failing assessments
 - 9.9.3. Having to retake classes or assessments
 - 9.9.4. Stuck in traffic, breakdown or delay of public, private or other transportation
 - 9.9.5. Illness or other health conditions
- 10. Tax invoices for all course fees paid will be issued as required and requested by students. For courses and unit of competencies listed on the national training register training.gov.au are no GST applies and all costs payable or paid are GST free. For all other courses and services, GST applies.
- 11. Student not satisfied with the decisions and outcomes related to this policy may access AMAB's complaints and appeals process where applicable.

12. Responsibilities

	A	R	S	C	I	<i>A = Accountable</i>
Board of Directors	X					<i>R= Responsible</i>
Director, Operations		X				<i>S= Support</i>
Director, Education						<i>C = Consulted</i>
Campus administration			X			<i>I = Informed</i>
Trainers					X	
Recruitment and Careers				X		
Students					X	

13. Revision History

Revision History			
Version	Date	Description of modification	Approved by
1.0	22/08/2017	Implementation	Board of Directors
1.1	25/01/2018	Added policy statement; added scope and definitions; extended definition of course fees; clarification of protection of AMAB and students; extended payment options; definition of withdrawal date and withdrawal effective date; extended refund request management; introduction of non-refundable fees; definition of pro-rata refund calculation method; Added responsibilities; added examples for various sections	Board of Directors (Endorsement)