

## 1. Overview

The John Henry Institute (JHI) is committed to the application of a fair and reasonable approach to payment and refund of fees. This policy informs prospective and current students of John Henry Institute's policies and procedures relating to course fees, withdrawal, transfer, deferment and refunds.

Additionally, under the Smart and Skilled program JHI has contractual responsibilities with regard to informing students of the fee and refund administration requirements prior to enrolment in the training program.

## 2. Fees and Charges

JHI offers both fee-for-service and government subsidised courses, including courses under the NSW Government Smart and Skilled initiative. Student fees vary according to the program of study. Students are advised of all costs before enrolment. Students paying fees will be issued with an official receipt.

On enrolment, one of the following payment options will be available:

- Pay the full amount up front
- Present a signed authority from an employer to invoice the employer for the fees and charges
- Pay the Smart and Skilled subsidised student fee

Under Smart and Skilled, courses are funded by a NSW state government subsidy to JHI and they set the student fee. Standard Student Fees apply to:

- Students not doing an apprenticeship
- Those who do not qualify for a concession or exemption

### 2.1 Fee-Free Scholarships

From 1 July 2015, young people (aged 15-30) who meet the Smart and Skilled Fee-Free Scholarship criteria will be eligible for a government subsidy which covers their Smart and Skilled course fee.

More information can be found at:

[https://smartandskilled.nsw.gov.au/documents/45617011/63890955/feefree\\_fact\\_sheet\\_students.pdf](https://smartandskilled.nsw.gov.au/documents/45617011/63890955/feefree_fact_sheet_students.pdf)

## 2.2 Scholarship Opportunities

From time-to-time JHI may identify other scholarship opportunities to JHI students. These may be external or offered by JHI.

## 2.3 Repeating a Competency

Students will be entitled to two (2) attempts to complete a unit of competency without additional cost.

A separate fee may apply for any further attempts and is dependent on the competencies and the individual circumstances. The fee will be at the discretion of JHI's Executive Manager and will be discussed with the student prior to the fee being incurred.

## 2.4 Fee Exemptions and Concessions

In some instances, a student in a JHI course of study may be eligible for fee exemptions or concessions. Students will be notified through the course information or through the enrolment process.

### Smart and Skilled

While full fees are published on the Smart and Skilled website, reductions and exemptions are available in some circumstances. JHI will use the Smart & Skilled Provider Calculator to determine the applicable student fee.

Students who are eligible to apply under the Smart & Skilled Program for a fee exemption are:

- Australian Aboriginal & Torres Strait Islander people: status proven through descent, self-identification and community identification.
- People with a disability (or child, spouse or partner of a recipient of a Disability Support Pension) - proven by Centrelink documentation i.e. Disability Pensioner Concession Card, Income Statement, letter.
- Refugees and asylum seekers
- Recipients of fee-free scholarships.
- School- Based Apprentices or Trainees (SBATS)

## 2.5 Incidental Expenses

There may be some instances of a personal cost to a student over and above the student fee. These may include:

- Essential equipment and other items that the student will retain on completion of training.
- Field trips and food, transport and associated accommodation costs that form part of the training.
- Textbook or other learning tool required to undertake the training which will be retained by the student.

- No concessions or exemptions will be given for incidental expenses.

### 3. Payment of Fees

- Students (or third party) will be issued with a statement of fees prior to commencing the course.
- Concession fees will be as set on enrolment and cannot be adjusted or claimed after a Commitment ID has been received.
- Fee payment can be made via direct deposit and Eftpos. Cash payments will not be accepted.
- Students will be issued with a tax receipt following receipt of payment.
- Non-payment of student fees may lead to exclusion from the course.
- Business customers will be charged on quoted amount as per agreed Training Confirmation Form.
- A payment plan is available upon request. All fees must be paid in full one month prior to completion of course.

### 4. Fee protection for students

Course fees are protected under Clause 7.3 of the Australian Skills Quality Authority's (ASQA) Users' Guide: Standards for Registration Training Organisations (RTOs) 2015. Student fees paid prior to course commencement (the deposit) will not exceed \$1,500.

### 5. Withdrawal, Transfer and Deferment

1. If a student wishes to withdraw, transfer or defer at any time during a course, they are required to notify JHI immediately at [info@jhi.edu.au](mailto:info@jhi.edu.au) or PO BOX 2854, Port Macquarie, NSW, 2444 explaining what it is they wish to do, the reason for the request and the dates applicable.
2. A student who wishes to transfer to another Registered Training Organisation, will need to provide the name of the organisation so JHI can commence the transfer process.
3. If a student wishes to defer, JHI can only permit up to 12-month deferral.
4. Any student who withdraws from a course may remain liable to pay the full course tuition fees, subject to the Refund policy.
5. Students who withdraw from a course prior to completing the qualification will be given recognition for any units satisfactorily completed up to the date of withdrawal, provided all fees due up until this date have been paid in full.

## 6. Refunds

### Full Refund

A student (or third party) will be entitled to a full refund of fees if:

- They notify JHI of their intention to withdraw from a course no less than two (2) weeks prior to commencement of the course; or
- JHI cancels a course for any reason prior to commencement.
- No refunds will be granted due to student not attending or partially attending the duration of the Course.

### Refunds payable for units / courses that JHI can no longer provide

Should JHI be unable to provide all units to meet the student's course completion schedule, either option (i) or (ii) below will apply:

- (i) course fees paid will be refunded in full and no Statement of Attainment will be issued for any unit, or
- (ii) course fees paid on any unavailable unit/s will be refunded, and a Statement of Attainment will be issued for satisfactorily completed units.

### Withdrawal from a qualification

- Where a student withdraws after the scheduled commencement of the course no refund will be made, unless in special circumstances as per the below clause.
- Where a student withdraws from a course due to a serious act of misconduct, no refund of fees will be payable.

### Special Circumstances

JHI recognises that there may be circumstances where a student requires special consideration in relation to payment of fees or their withdrawal from a course, following its commencement. In this instance, the student must apply in writing to the Executive Manager. Any requests must be received within 20 business days of course commencement.

## Other

- Where a student applies for RPL or Credit Transfer their fees may be adjusted if applicable.
- No extra fees will be charged to students under an operational sub-contacting arrangement.
- If a student has paid any incidental expenses, these will not be refunded.
- All approved refunds will be paid by direct deposit to the same person or organisation who paid the fees.
- Following approval, a refund will be issued within 14 days. A statement of fees which includes all fees applied and the fees refunded will be provided.

## 7. Recovery of Student Fees

- Students (or third party) must pay the applicable student fee on enrolment.
- Failure to pay the required student fee will lead to exclusion from the course.
- Failure to pay the required student fee may result in the outstanding account to be handled by JHI's debt collection agency.
- John Henry Institute will not issue certification documentation to students until all agreed fees owed by the student (or third party) have been paid (as per the Standards for RTOs 2015 - Clause 3.3).

## 8. Record Keeping

All records of enrolments and all related financial transactions are maintained in the JHI Accounting Software and Student Management System.

## 9. Complaints and Appeals

All students have a right to access JHI's Grievance Policy if they feel that a decision regarding fees or refunds is:

- Unfair or unjust
- Extraordinary circumstances were not considered
- Not processed as described in this policy

## 10. Terms and Conditions for Business's / Organisations

Business customers will be charged on quoted amount as per agreed Training Confirmation Form.

### **TRANSFERS AND CANCELLATION OF TRAINING COURSES**

A student may be replaced by another student.

All Cancellations must be made no later than 14 working days before the start of the relevant Training Course. All cancellations must be in writing. The following cancellation fee will be charged if a course is cancelled by the client:

7 days prior = 50%  
1-2 days prior = 100%

The closing date for any changes to a scheduled training course is 14 days before course date commencement. Any changes after this time will incur an administration fee of at least 5%.

No refunds will be granted due to student not attending or partially attending the duration of the Course.

John Henry Institute reserve the right to cancel a Training Course at any time, without incurring any additional liability. In such circumstances, we will offer alternative dates, a full refund or a credit note.

### **TERMS OF PAYMENT**

Invoices payment terms are 14 days from date of invoice or at least 10 working days before the start of the course, whichever is sooner.

If any information that you have given to us proves to be incorrect, which has resulted in our not charging you the correct fee for the courses that you are buying, we reserve the right to adjust the fee (upwards or downwards) so that it is the correct fee for your circumstances.