

Refunds Policy

Purpose

Nexa Training is committed to meeting all of the financial requirements of the National Vocational Education and Training Regulator Act 2011 Australian Government, and will comply with requests and report on financial activity and status as required within our budgetary constraints.

Scope

This policy applies to all students and Nexa Training staff.

Policy

Information for students

To ensure that all students are properly informed of any financial matter and are able to make informed choices relating to their chosen course, Nexa Training displays the full price of each of its training products on its website. The course price is also included in the introduction to each training course.

Nexa Training provides the following information to students on the website:

- The total amount of all fees for each course.
- The nature of the guarantee given by Nexa Training to complete the training and/or assessment once the student has commenced study in their chosen course;
- The fees and charges for additional services, including such items as issuance of a replacement statement of attainment, replacement cards, express postage and other add on products and options available to students who are deemed not yet competent on completion of training and assessment; and
- Nexa Training's Refunds policy

The terms of payment, including the timing and amount of fees to be paid and any non-refundable deposit/administration fees are included within Nexa Training's Student Guide.

Nexa Training will not accept payment of more than \$1500 from each individual student prior to the commencement of the course. Following course commencement, Nexa Training 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.

Guarantee to students

Nexa Training will ensure that students are provided with the necessary resources, guidance and support to provide a positive learning experience and the best possible chance of completion of course outcomes in a reasonable timeframe.

If for any reason Nexa Training is unable to fulfil its service agreement with a student, Nexa Training must issue a full refund for any services not provided.

Fees Policy

In accordance with applicable legislation, Nexa Training is entitled to charge fees for services provided to students undertaking a course of study. These charges are generally for training and assessment services.

Cost of courses and the fee structures are reviewed in response to market feedback, competitors pricing and the CPI.

Fees payable

Fees are payable when the student has confirmed their enrolment and received an invoice for the fees. Typically fee-for-service courses delivered by Nexa Training will require payment upfront and are due on receipt of invoice.

To complete a course and receive a result, the student must pay for the fees in full (unless some other arrangement has been entered into with the administrator at Nexa Training). Once the fees have been paid, a student will be allowed to complete the course, and upon successful completion receive a result. Nexa Training may cancel an enrolment or discontinue training if fees are not paid as required. Fees will vary for different training programs.

Invoice

Students will receive an invoice detailing all of the fees, payment terms relating to their course including:

- Enrolment/administration fees including any payment terms.
- Course and material fees.

Methods of Payment

Payments will be accepted via two options:

Full payment of fees (not exceeding \$1,500 for prepaid fees from a student) is accepted via direct bank deposit to Nexa Training's operating bank account, or via Stripe payment.

Partial payment of fees is accepted only via a Direct Debit (DDR) Service Agreement set up through Stripe Pty Ltd to collect fees on our behalf.

Documenting Financial Records

Fees and any refunds are recorded within the Nexa Learning Management System and on Xero. Fees are only allocated as income when the student has enrolled and commenced their studies.

Issue of Client Receipts

Following payment in full for all invoiced items from students a receipt will be generated and provided to the student. Under no circumstances, at any time, will Nexa Training hold more than \$1500 in advance, per student.

Giving notice of enrolment cancellation

A student who wishes to cancel their enrolment may do so at any stage up until they complete the course and a result is issued.

Statutory cooling off period

Unsolicited agreements have a statutory cooling-off period, where you can terminate the agreement within 10 business days without penalty. An agreement that is unsolicited occurs when a consumer buys a product or service from a telemarketer, a door-to-door salesperson, or a salesperson that has approached them in a public place. The 10 business day period starts the first business day after signing or receiving the agreement document.

This right to a cooling-off period is only for unsolicited consumer agreements, that is products and services sold through methods like telemarketing and door-to-door sales.

Nexa does not use unsolicited agreements for the purchase of its products or services and therefore rights to a statutory cooling-off period do not apply.

Refunds Policy

Refunds relating to Short Courses are handled by the training manager. The Operations Manager acts as the escalation point for refund requests where required.

Once a student pays for a course they are not normally entitled to a refund of fees unless extenuating circumstances exist.

If the student can demonstrate that extenuating or significant personal circumstances led to their withdrawal from a course. In these cases, the student should be offered full credit toward the fee in another scheduled program in-lieu of a refund. The Operations Manager may also authorise a refund of tuition fees if the circumstances require it. Discretion may be exercised by the Operations Manager in all situations.

Where refunds are approved, the refund payment must be paid to the student within 14 days from the time the student gave written notice to cancel their enrolment. Tuition refunds are to be paid via electronic funds transfer.

All refunds will only be issued to the person who paid the fees. For example, if an agent or parent/guardian paid the tuition fee, the money will only be refunded to either the agent or parent/guardian. This refund policy does not remove student's rights to take further action under the Australian Consumer Protection Laws.

Short Courses Refunds

The following applies to short courses such as CPR, First Aid, LVR or White Cards.

If a student cancels, does not finish or does not attend their scheduled course practical or provides notice of non-attendance which is less than 24 hours from the course practical start date:

- The student will not be eligible for a refund.
- A rebooking charge of \$49 may apply to cover fixed cost commitments and administration costs.
- In these situations, if the student is seeking a partial refund, they must submit a written request for a refund within 10 business days of the completion of the scheduled course.
- After that time no refund will be provided.

Awareness Courses Refunds

Students have three months to complete 100% online courses (such as QBCC and awareness courses) failing which student's will not be eligible for a refund. Student's may ask for an extension prior to this three month period, which may be granted at Nexa Training's discretion.

Once a student has completed any training in an awareness course then no refund will be available. If a student has paid but cancels before any training has commenced then a full refund will be given.

Refund Policy Summary

The following table lists a range of circumstances regarding the eligibility of refunding fees. Students are encouraged to contact Nexa Training to talk to one of our staff to provide assistance with individual circumstances.

Refund Policy Summary	
Circumstance	Arrangement
A student has paid fees, been enrolled in a course/unit of competency, has engaged in learning activity and then withdraws. (AVETMISS 40)	No refund given. Note: This includes a student who:- Has enrolled and engaged in online learning activity for CPCWHS1001 Prepare to work safely in the construction industry (White Card course) and- Is found to not meet the conditions for enrolment.
A student withdraws due to extenuating circumstances (financial and/or personal hardship beyond their control) after engaging in learning activity. (AVETMISS 40)	Nexa Training will consider each request of this nature on a case-by-case basis.
In the event Nexa Training is unable to commence the course for which the original enrolment and payment have been made.	Nexa Training will provide a full refund of all fees paid or provide placement in an appropriate alternative, in accordance with the student's preference. No administration fee will be applied to process the refund application.
In the event Nexa Training is unable to deliver the training course. (AVETMISS 41)	Nexa Training will provide a refund for any unit of competency not completed and a Statement of Attainment for any completed Unit of Competency. Nexa Training will endeavour to assist students with finding another training organisation to deliver the desired training. No administration fee will be applied to process the refund application.
Cancellations for a short course (such as CPR/First Aid, LVR, or White Card) with sufficient and reasonable notice - Cancellations are accepted up to 24 hours prior to the course start date.	If 24 hours notice has been given, the student will be provided with a full refund within 14 days of notifying Nexa Training.
Non-attendance and cancellations of a short course with short notice.	If a student cancels or does not attend their scheduled course or provides notice of non-attendance which is less than 24 hours from the course start date:- The student will not be eligible for a refund. - A rebooking charge of \$49 may apply to cover fixed cost commitments and administration costs. - In these situations, if the student is seeking a partial refund, they must submit a written request for a refund within 10 business days of the completion of the scheduled course. - After that time no refund will be provided.
Conditions for re-scheduling a short course attendance.	In situations where a student is able to provide Nexa Training with at least 24 hours notice of their non-attendance at a scheduled course, the options available to the student are:- Full refund, or- Reschedule their workshop attendance to an alternative date. If the student makes the choice to reschedule the course to an alternative date, they must undertake the course within three months of the original course date.

Payment Default

During enrolment, students can elect to pay for their course via a repayment schedule. To be eligible for a repayment schedule, students must complete a Direct Debit Service Agreement with Stripe Pty Ltd and pay the required deposit, confirm a set of fixed weekly or fortnightly amounts and agree to pay off the course within the set timeframe.

If the student defaults on a payment, assessments will not be marked until the account is paid to date. This may mean making a 'catch up payment' for the missing amounts as well as any third party fees.

Students will be unable to participate in assessment days, practical assessments or other related support until their account is paid to date.

Course fees must be paid in full for their last assignment to be marked, and for their certificate to be issued.

If an account remains unpaid, access to resources via the online learning platform may cease until the payments are

brought up to date. Course extensions will also not be granted to students that are behind in their payments.

Refund policy for a course that involves a practical component

Individual course bookings

We ask individual students to provide us with 24 hours notice if they wish to cancel a booking for a practical assessment. In these circumstances, we will offer the student a full refund of the course fee.

Failure to provide us with 24 hours notice will normally result in a forfeiture of the course fee. In these circumstances, Nexa can offer a 20% discount on the course fees if the student wishes to reschedule their booking for another date.

Corporate bookings

We ask corporate clients to provide us with 7 days notice if they wish to cancel a booking for a group practical assessment. In these circumstances, we will offer the corporate customer a full refund of the course fee, minus a \$50 administration fee.

Failure to provide us with 7 days notice will normally result in a forfeiture of your course fees. In these circumstances, we will require a rebooking fee of 50% of the course cost, up to a maximum of \$500.

Also note that we do not offer a refund for the non-attendance of students. Upon request we will undertake to re-allocate such students in a public practical assessment if possible.

Our Guarantee to Clients

If for any reason Nexa Training is unable to fulfil its service agreement with a student, Nexa Training must issue a full refund for any services not provided. The basis for determining "services not provided" is to be based on the units of competency completed by the student and which can be issued in a statement of attainment at the time the service is terminated.

Payment of GST

For some of the courses offered by Nexa Training, goods and services tax (GST) will be exempt under section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999 (GST Act). The Australian Taxation Office Goods and Services Tax Ruling GSTR 2003/1 explains the circumstances in which the supply of a course for 'professional or trade course' will be GST-free.

In circumstances where Nexa Training provides services or supplies training that attracts GST, Nexa Training will comply with the requirements of the GST Act.

Miscellaneous Charges

Nexa Training will levy some miscellaneous charges for services. These may include:

- Re-issuing a certificate after it has been initially issued to a student
- Printing and administrative costs (where applicable)
- Re-assessment services

It is to be made clear if these services will include GST. All miscellaneous charges are to be based on a cost recovery basis and are not intended to be a source of profit.

Student complaints about fees or refunds

Students who are unhappy with Nexa Training arrangements for the collection and refunding of fees are entitled to lodge a complaint. This should occur in accordance with Nexa Training complaints policy and procedures also found under the

Resources Tab of the Nexa Training website.

Complying with Australian Consumer Law

Nexa Training undertakes to comply with the Australian Consumer Law (ACL) in its interactions with students. The Chief Executive Officer will seek advice from an external legal consultant regarding students' payment of fees and receipt of refunds where necessary from time to time.

Relevant Legislation

- Australian Qualification Training Framework
- National Vocational Education and Training Regulator Act 2015
- Standards for NVR Registered Training Organisations Vocational Education and Training Act (2015)
- Vocational Education, Training and Employment Act 2000