

LEADERSHIP  
MANAGEMENT  
AUSTRALIA



## **Fees, Charges and Refund Policy and Procedure**

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## 1. PURPOSE

- 1.1 The purpose of this policy and procedure is to ensure that Leadership Management Australia Pty Ltd (LMA) provides Participants and clients with clear and factual information in relation to the terms and conditions for fees, charges and refunds associated with their course of study.
- 1.2 LMA adheres to the relevant compliance and legislative frameworks such as the Standards for Registered Training Organisations (SRTOs 2015). As such, LMA will provide transparency in the application and administration of fees and charges including refund and will put in place a fair and reasonable refund process.
- 1.3 The purpose of this policy is to provide for the appropriate application and administration of fees and handling of client refunds.
- 1.4 The policy and procedure will ensure that fees paid in advance are protected and provides the conditions under which a refund may be granted.

## 2. Scope

- 2.1 The policy and procedure apply to all prospective clients/Participants seeking to enrol in a course offering with LMA.
- 2.2 This policy and procedure relate to all LMA staff to ensure the correct information regarding fees, charges and refunds is disseminated to clients and Participants.

## 3. POLICY

### 3.1 Principles

- 3.1.1 LMA implements fair and reasonable, refund practices, and a transparent process for fee application, collection and administration.
- 3.1.2 As a Registered Training Organisation (RTO), LMA must comply with the National Standards for Registered Training Organisation's 2015; Standard 5.3, and 7.3.

The following fee information will be provided.

- All relevant fee information including:
  - all fees payable, clearly describing all costs involved with the course fees that must be paid to LMA
  - payment terms and conditions including deposits and refunds including how to request a refund and the conditions under which a refund would be provided.
- The Client's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies.
- The nature of the guarantee given by LMA to complete the training and/or assessment once the Participant has commenced study in their chosen qualification or course.
- The fees and charges for additional services, including such items as issuance of a replacement qualification testamur, and the options available to Participants who are deemed not yet competent on completion of training and assessment.
- The learner's right to obtain a refund for services not provided by LMA in the event the:
  - arrangement is terminated early
  - LMA fails to provide the agreed services.

### **3.2 Payment of Fees in Advance**

- 3.2.1 LMA does not accept payment of course fees from individual Participants where an employer engages LMA to provide training and/or assessment to members of its staff through a negotiated commercial transaction. It is expected that all course fees will be paid by the Participant's employer.
- 3.2.2 Any exception to this rule must be approved by the National Quality and Compliance Manager, who will ensure a payment plan is set up whereby no more than \$1500 is collected in advance from Participants enrolling themselves. LMA are only required to protect prepaid fees from individual students and prospective students where the student or their representative pays the fees through direct enrolment. In such instances, LMA will not accept fees greater than \$1500 from Participants enrolling themselves before training is commenced and no more than \$1500 is held in advance at any time during training.

### **3.3 Government Funded Training including Traineeships**

- 3.3.1 Participants (or their employers) may be eligible for funding support from State or Commonwealth Governments under a range of training support and incentive programs.
- 3.3.2 Applicants for LMA courses are made aware of funding opportunities as well as the impact accessing funding may have on their future training entitlements.
- 3.3.3 Fees will be determined by qualification and units selected as per the applicable State or Territory Funding Initiative approved VET Fees and Charges Policy. Concession rates and fee exemptions may be applied as per this policy and procedure where applicable.
- 3.3.4 When the enrolment is processed, the agreed fees and charges which for many Clients are made up of progressive payments, will be invoiced to the Client (employer) for the Participant/s, in line with fees and charges outlined on the Participant enrolment form and the current Statement of Fees. The first payment must be made within 30 days from the issue of the invoice.

### **3.4 Fee-for-Service Non-State Funded Training**

- 3.4.1 Depending on the individual agreement between LMA and the Client, LMA may charge the tuition fee in respect of the course, inclusive of any associated administration and course resource and material fees payable by the /Client.

### **3.5 Additional Fees and Charges**

The following additional fees and charges may be charged by LMA.

- Where a Participant requires a further reassessment, and the assessment requires substantial physical or human resources, LMA may negotiate a reasonable fee as long the Participant has been provided with opportunity for additional training between the initial assessment and reassessment. This fee is to be negotiated and approved by the LMA Director of Sales and Marketing and must be undertaken in line (where applicable) with applicable State and Territory funding requirements.
- Re-issue of a Testamur, Statement of Attainment or Record of Results- where a Participant requests one of the referred documents to be re-issued, a fee of \$35 is to be charged.
- Where a Participant wants to transfer to another course or defer within 6 months. Refer to the *Participant Deferral Transfer Fees Policy and Procedure*.
- Where a Participant has deferred and then transfers or re-enrols beyond the six months from the original deferral date may be subject to additional re-enrolment fees and will be

required to re-do any completed course work.

**Note:** Where training is undertaken as part of a state or Territory funded arrangement, additional fees and charges are guided by state funding body policies and contractual requirements.

### 3.6 Refunds

#### 3.6.1 Full Refund

A full refund of fees will be made to the Client if LMA cancels a course prior to commencement, without making an alternative course available to the Client.

#### 3.6.2 LMA's Leadership and Sales

LMA do not offer refunds for any of the Leadership or Sales (L&S) courses.

- The Client will not be eligible for a refund for Participants who are withdrawn after course commencement. Nor will the Client be eligible for a refund if LMA cancels the course due to the client failing to meet their obligations under the *Service Level Agreement/Training Agreement*. Obligations under the *Service Level Agreement/Training Agreement* include providing agreed access to Participants for the delivery of training, and timely payment of invoices. Where the Client, in consultation with LMA, pays a deposit of 10 - 50% for a potential Participant(s) and potential Participant(s) cannot attend, the Client will replace the Participant(s) with another/others, or re-enrol the original potential Participant(s) into a future course, as a refund in this instance also does not apply.
- There is no refund available for any LMA courses once
  - the Overview Meeting date of the course has passed
  - the Participant has received their Learner Resources, Or
  - should LMA cancel or postpone any course, Participants are able to re-enrol into the next available course as a refund in this instance does not apply.
- The Participant has attended the Overview Meeting.

3.6.3 **Partial Refund:** A partial refund will be made to the Client if LMA cancels a course after commencement, provided the cancellation is not due to the Client failing to meet their obligations under the Training Agreement. The payment of a partial refund is at the discretion of LMA and will be calculated on a pro-rata basis determined by how much of the course has been completed.

#### 3.6.4 LMA's Operational Excellence (OpEx) Courses

LMA offer the following refunds to Clients for their employees they enrol in LMA's OpEx courses Participants).

- a. If a Participant who is state government funded does not commence training and is then withdrawn, a full refund of the Clients Contribution Fee will be refunded.
- b. If a Participant who is state government funded commences training and is then withdrawn, there will be no refund of the Client Contribution Fee, unless mandated by the relevant state funding contract.
- c. For full Fee for Service (FFS) Participants refunds expressed as a percentage of fees charged to the Client will be provided as per the Refund Policy and itemised in the table below:

FFS – WITHDRAWAL TIMEFRAME	REFUND ENTITLEMENT
Prior to Commencement Date	100%
Between Commencement Date and 90 Days	70%
Between 91 Days and 1250 Days after Commencement Date	50%
Between 151 Days and 210 Days after Commencement Date	25%
211 Days or more after Commencement Date	0%

### 3.6.5 **Additional Fees for LMA OpEx In-house Courses**

- Required Makeup Days to complete training LMA – If training is caused to fall behind the Training Delivery Schedule (TDS) by LMA or the LMA Facilitator, then the Additional Training Days will be provided, and no Additional Training Days fees will apply.
- Required Makeup Days to complete training – (Client) – If training is caused to fall behind the Training Delivery Schedule (TDS) as a result of lack of Participant release or lack of Facilitator access to the site or any other reasons caused by the Client, then LMA will provide additional Makeup Days and invoice the Client the daily rate as identified in the *Service Level Agreement/Training Agreement*.

3.6.6 **Government Funded Participants:** Where a funded Participant withdraws from training, a partial refund will be provided if required under the relevant government funding contract.

### 3.6.7 **Consumer Protection**

LMA reserve the right to cancel a course due to unforeseen circumstances. Should this occur, any fees paid will be refunded in full. In such cases, our liability will be limited to the amount of fees already paid.

3.6.8 Should LMA cease operations or be otherwise unable to complete delivery of the agreed program, Participants will be issued with a Statement of Attainment for units completed and referred to an alternative training organisation. A pro-rata refund will be provided to the Client for any training and assessment not yet delivered.

## 3.7 **Recognition of Prior Learning (RPL) Fees**

3.7.1 RPL fees will be charged at the same rate as the fee for nominal hours outlined in the applicable course outline and \$150.00 non-refundable application fee will apply for a full qualification.

## 3.8 **Credit Transfer**

3.8.1 There are no fees for Participants who apply and attain Credit Transfer for any units within the applicable qualification they are undertaking with LMA.

## 3.9 **Complaints and Appeals**

3.9.1 Where a learner is dissatisfied with a fee or refund decision, please refer to the LMA *Complaints and Appeals Policy and Procedure*.

# Procedures

## Fees, Charges and Refunds

Refer Standards: Clause 5.3, and 7.3.

Procedure	Responsibility
<p><b>A. Fee Information at Enrolment</b></p> <ul style="list-style-type: none"> <li>• LMA sales and onboarding staff shall ensure that the following fee information is provided to each Client and Participant prior to their enrolment.</li> <li>• The total amount of all fees including course fees, administration fees, materials fees and any other charges</li> <li>• Payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/administration fee</li> <li>• For all enrolments that are not funded, a Fee for Service rate will apply</li> <li>• The nature of the guarantee given by LMA to complete the training and/or assessment once the student has commenced study in their chosen qualification or course</li> <li>• The fees and charges for additional services, including such items as issuance of a replacement qualification testamur and the options available to students who are deemed not yet competent on completion of training and assessment and</li> <li>• The LMA refund policy.</li> </ul>	<p>Director of Sales and Marketing</p>
<p><b>B. Payment of Fees</b></p> <ul style="list-style-type: none"> <li>• Enrolment is not complete until statutory and LMA based fees and charges are paid, deferred payment arrangements have been made or fees and charges have been waived.</li> <li>• When the enrolment is processed, the agreed fees and charges will be invoiced to the Client in line with fees and charges outlined on the enrolment form and the current Statement of Fees. Payment must be made within 30 days from the issue of the invoice.</li> <li>• Invoices will be compiled by the relevant Finance team member and a copy saved to the client record to ensure that all records are kept in accordance with this process.</li> <li>• Depending on the individual agreement between LMA and the Client, LMA may charge the tuition fee in respect of the course, inclusive of any associated administration and course material fees payable by the Client.</li> <li>• LMA does not accept payment of course fees from individual Participants where an employer engages LMA to provide training and/or assessment to members of its staff through a negotiated commercial transaction.</li> <li>• Any exception to this rule must be approved by the National Quality and Compliance Manager, who will ensure a payment plan is set up whereby no more than \$1500 is collected in advance from Participants enrolling themselves.</li> <li>• LMA will not accept fees greater than \$1500 before training is commenced and no more than \$1500 is held in advance at any time during training. Leonie to discuss</li> </ul>	<p>Director of Sales and Marketing</p> <p>Finance Manager</p> <p>National Quality and Compliance Manager</p>

<p><b>C. Re-issuance of Certificates or Statements of Attainment</b></p> <ul style="list-style-type: none"> <li>• Certificates or Statement of Attainments are delivered electronically unless otherwise requested. A fee of \$35.00 (including GST) is charged to Clients or Participants who apply for a Certificate or Statement of Attainment to be reissued.</li> </ul>	<p>Director of Sales and Marketing Finance Manager</p>
<p><b>D. Processing of Refunds</b></p> <ul style="list-style-type: none"> <li>• All applications for a refund are required to be reviewed by the Director of Sales and Marketing for approval and will only be considered if all other options (e.g. deferral of course, transfer of fees to another course, etc.) have been considered.</li> <li>• Refunds as a result of an error or change by LMA will be processed within 10 business days.</li> <li>• All other refund requests will be reviewed and processed within 30 days.</li> <li>• No refunds will be given with respect to Recognition of Prior Learning (RPL) assessments.</li> <li>• Refunds will be paid to the person or organisation who made the original payment.</li> <li>• All fees and refunds are processed via the LMA Finance team.</li> </ul>	<p>Director of Sales and Marketing Finance Manager</p>

## Supporting Documents

- Withdrawal, Deferment & Cancellation Policy and Procedure
- Enrolment Policy and Procedure
- Marketing and Advertising Policy and Procedure
- Complaints and Appeals Policy and Procedure
- Participant Deferment/Withdrawal/Transfer Application Form/s