

Fees and Refund Policy

Relevant Standard/s

Standards for Registered Training Organisations (RTOs) 2015

- Standard 5 – Clause 5.3

Smart and Skilled Contract Terms and Conditions 2020

- Sections 13, 15, 16

Smart and Skilled Fee Administration Policy 2020

Smart and Skilled Operating Guidelines 2020

Purpose

Pivotal Education ensures that information regarding fee collection, cancellation and refund requirements comply with Standard 5 Clause 5.3, Standards for Registered Training Organisations (RTOs) 2015 and the conditions of any State or Commonwealth Australian Government funded and/or subsidised training.

Compliance with Standards for Registered Training Organisations (RTOs) 2015:

Pivotal Education collects fees directly from individual students and/or employers for Traineeships under government funded and/or subsidised training, providing information prior to enrolment or the commencement of training, whichever comes first specifying:

1. All relevant fee information including:
 - Fees that must be paid;
 - Payment terms and conditions including deposits and refunds
2. Student's rights as a consumer, including but not limited to any statutory cooling off period, if one applies
3. Student's right to obtain a refund for services not provided in the event that:
 - Arrangement is terminated early
 - Pivotal Education fails to provide agreed services

Schedule of Fees and Charges Information

Pivotal Education publishes the Schedule of Fees and Charges to provide prospective and current students information regarding all fees and charges including but not limited to:

1. Course list with course fees
2. RPL fees
3. Reassessment Fees
4. Certificate, Qualification or Statement of Attainment Reissue fee
5. Resource/materials reissue fee
6. Copy of records fee
7. Course fee information
8. Refund information

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Course Fee Information

Pivotal Education provides the following course fee information:

1. No enrolment fees are to be charged
2. In relation to total course fees, fees are not levied for credit transfer applications or transition for superseded qualifications
3. Fees may be paid in instalments that must be paid prior to completion of the course. Instalments of 3,4, or 6 payments need to be approved prior to enrolment
4. All overdue fees must be paid prior to the issuance of a Certificate, Qualification or Statement of Attainment or certification will not be issued until full payment has been received
5. The Fee for Service Payment Plan Option is as follows:
 - This option is available in some circumstances and must be negotiated with Pivotal prior to the administration date
 - A deposit of \$1000 per study session is payable before the administration date
 - Payment must be made by the end of the teaching period for which the student is enrolled
6. Payment Methods for upfront fees:
 - Cheque or Money Order
 - Credit Card (not Amex or Diners Club)
 - Bank Deposit
7. Students will be liable for any bank fees and charges associated with dishonoured cheques
8. Students are required to pay their tuition fee instalments on or before the due date

Cancellation of Studies and Refund Conditions

Students intending to cancel their studies must give written notice using the Refund Request Form, which is available for download at <https://www.pivotal.edu.au/> Students may contact Pivotal Education staff if they need assistance with understanding their rights with regard to the refunding of course fees.

Refund Information

The following refund policy conditions will apply:

1. Students who give notice to cancel their enrolment 10 days or more prior to the commencement of a program will be entitled to a full refund of fees paid
2. Students who give notice to cancel their enrolment 9 days or less prior to the commencement of a program will be entitled to a 75% refund of fees paid
3. The amount retained (25%) by Pivotal Education is required to cover the costs of staff and resources which will have already been committed based on the student's initial intention to undertake the training

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4. Students who cancel their enrolment after a training program has commenced will not be entitled to a refund of fees.
5. Where refunds are approved, the refund payment will be paid to the student within 14 days from the time the student gave written notice to cancel their enrolment.
6. Refunds are paid via electronic transfer using the authorised bank account nominated but the student on the Refund Request Form

Limiting Fees Paid in Advance

Pivotal Education acknowledges that it has a responsibility under the Standards for Registered Training Organisations to limit the fees paid by students in advance of their training and assessment services being delivered. Pivotal Education accepts payments of no more than \$1,500 from each student prior to the commencement of a course. This requirement only applies when the payment for the fees are being made directly by an individual that falls under the protection of Australian Consumer Law.

This requirement is not applicable where the fees are being paid by the student’s employer or funding authority. This is an entity-to-entity transaction and does not require limiting fees in advance.

Following the course commencement, Pivotal Education may require payments of additional fees in scheduled payments in advance from the student but only on such that at any given time, the amount required to be paid in advance is consistent with the portion of training being delivered.

Statutory Cooling Off Period

Pivotal Education complies with the Standards for Registered Training Organisations to ensure prospective students are provided with a statutory cooling off period of 10 days. This statutory cooling off period applies in the case where a prospective student as consumer is allowed to withdraw from a consumer agreement in the case where the agreement established was through unsolicited marketing or sales tactics including but not limited to door-to-door sales or telemarketing.

Pivotal Education does not engage in unsolicited marketing or sales tactics and therefore a statutory cooling off period is not likely to be applicable as all marketing is undertaken by Pivotal Education staff directly.

Provider Default

If for any reason Pivotal Education fails to provide agreed services with a student, Pivotal Education will issue a full refund for any services not provided. The basis for determining “services not provided’ will be calculated by 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 by Pivotal Education. The amount calculated for refund will be paid in 14 days from the date of notification and assessment of units completed.

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Student Complaints about Fees or Refunds

Students who are dissatisfied with Pivotal Education arrangements for fees and refunds may lodge a formal complaint. This must be conducted in accordance with Pivotal Education complaints handling policy and process.

This policy and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection law.

NSW Smart and Skilled Subsidised Training and Fee Information

Pivotal Education complies with the requirements for Smart and Skilled eligible students to contribute towards the cost of subsidised training through the payment of a student fee. Refer to the Smart and Skilled Fee Administration Requirements Policy for information about the conditions for Smart and Skilled student fee and subsidy payments as well as exemption/concession eligibility.

Smart and Skilled Fee Refunds

Pivotal Education adheres to the refund requirements as follows:

1. “Withdrawal no penalty date” for enrolled students to withdraw from a Smart and Skilled approved qualification is prior to commencement
2. “Withdrawal penalty date” for enrolled students to withdraw from a Smart and Skilled approved qualification is after commencement
3. In the case of provider default where Pivotal Education either closes or no longer offers Smart and Skilled training, the section on Provider Default above will be implemented for students requiring a refund
4. Where RPL or Credit Transfer has been granted and the student is eligible for a partial refund of fees as per Fee Calculator generated by the Portal
5. If a student withdraws and have completed the requirements of a lower level approved qualification, Pivotal Education may still issue certification provided all requirements of the lower level course have been met, but there will be no refund as it is after the withdrawal no penalty date.

Recovery of Outstanding Fees

Pivotal Education accounts department provides the marketing & recruitment consultants with a list of outstanding fees to be collected each fortnight. The marketing and recruitment consultants will then collect the outstanding fees from student/employer.

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