

# Payment and Refund Policy

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## Part 1: Overview

### 1.1 Purpose of Policy

This policy outlines how Advance You manages course fees, payments, and refunds in compliance with:

- National Vocational Education and Training Regulator Act 2011
- Compliance Requirements for NVR Registered Training Organisations 2025
- Competition and Consumer Act 2010 (Australian Consumer Law)

The purpose of this policy is to ensure:

- transparency of fees and payment conditions
- fair treatment of customers and students
- protection of consumer rights
- compliance with regulatory requirements.

### 1.2 Scope of policy

This policy applies to all:

- Advance You staff involved in enrolment, finance, and administration
- prospective students
- employers purchasing training services from Advance You
- customers entering into a commercial agreement with Advance You.

### 1.3 Policy Statement

Advance You is committed to ensuring that all fees, charges and refund conditions are transparent, fair and compliant with Australian Consumer Law and the Compliance Requirements for NVR Registered Training Organisations.

Advance You provides training primarily through commercial arrangements with pest management businesses employing the students undertaking training. Advance You does not enrol private individuals who are not employed or operating within a pest management business.

All fee information, payment terms and refund conditions are provided prior to enrolment and prior to the payment of any fees. Advance You ensures that its financial practices protect students, employers and consumers while maintaining the integrity of nationally recognised training.

### 1.4 Governance

#### Legislation

- [National Vocational Education and Training Regulator Act 2011](#)

- [Privacy Act 1988](#)

#### Framework

- VET Quality Framework
- [Australian Qualifications Framework](#)

#### Standards

- [“National Vocational Education and Training Regulator \(Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements\) Instrument 2025 Division 2”](#).
- [Competition and Consumer Act 2010](#)

## Part 2: Finance Policy

### 2.1 Fee Transparency and Disclosure

Advance You ensures that all relevant fee information is clearly communicated to customers prior to enrolment. Prospective students and their employers are provided with information including:

- course fees
- payment terms
- refund conditions
- commencement conditions
- any applicable additional costs
- consumer rights under Australian Consumer Law.

This information is available through:

- Student Handbook
- enrolment documentation and emails “Commitment Statement”
- pre-enrolment communication
- Advance You website

### 2.2 Prepaid Fee Protection Measures

Advance You does not collect prepaid fees directly from individual students. Training services are provided primarily through commercial arrangements with employers or business entities who engage Advance You to provide training to their staff.

Where training is purchased by an employer for staff, prepaid fee protection measures under Clause 18 of the Compliance Requirements do not apply.

In the event that Advance You accepts enrolment from an individual paying personally for training, Advance You will ensure that no more than \$1500 in prepaid fees is collected prior to the commencement of training unless an approved prepaid fee protection arrangement is implemented. Individuals have access to flexible payment plan options through Advance You, or Buy Now Pay Later financing\* - please call us for more information.

### 2.3 Payment of Fees

Invoices are issued on application and forwarded to the students employer. Invoices are not due until the following completion of the enrolment application process.

- the Learning, Literacy, Numeracy and Digital skills assessment has been completed (free assessment)
- the student has been assessed as suitable for the course – enrolment accepted.

Payment may be made via:

- electronic funds transfer
- credit card

- direct bank transfer.

#### 2.4 FEE-HELP and Government Subsidies

Advance You does not participate in government subsidy programs and is not approved to offer FEE-HELP or VET Student Loans. Students enrolled in Advance You training programs are therefore not eligible to access government funded loans for these courses.

#### 2.5 Refund Policy

Advance You may provide refunds under the following circumstances:

##### LLND Unsuitability

If a prospective student is assessed as not having the required Language, Literacy, Numeracy or Digital skills to successfully participate in the training and Advance You determines it cannot provide appropriate support, any fees paid will be refunded.

##### Failure to Deliver Training

If Advance You is unable to deliver the training due to unforeseen circumstances, customers will be offered:

- a full refund, or
- transfer to an alternative training arrangement where appropriate.

##### Money-Back Guarantee

Advance You offers a satisfaction guarantee to customers who have followed the training guidance outlined in the Smart Start Guide and Commitment Statement but remain dissatisfied with the training services. Terms and Conditions apply as specified in the Commitment Statement email. Please call us for more information.

##### Change of Mind

Refund requests based on change of mind may be declined if the course material has been accessed unless required under Australian Consumer Law.

- Refund requests must be submitted by contacting Advance You management.
- Refund requests will be assessed within 10 business days.
- Advance You will not provide refunds outside the circumstances outlined above unless required under Australian Consumer Law.

#### 2.6 Unfair Contract Terms

Advance You ensures all contractual terms comply with Australian Consumer Law and do not contain unfair terms. Advance You does not include contract terms that:

- are unclear or misleading
- allow unilateral contract changes without notice
- create unnecessary barriers to withdrawal or refunds
- allow retention of fees where no services have been provided.

Advance You ensures that all terms are clearly explained prior to enrolment.

## Part 3 – Fees, Charges and Refund Procedure

The following procedure outlines how Advance You administers fees, payments and refunds.

### Step 1 – Provide Fee Information

Prior to enrolment, prospective students and their employers receive clear information regarding:

- total course fees
- payment methods
- refund conditions
- commencement requirements.

### Step 2 – Enrolment Application

Students complete the enrolment application and LLND assessment. The RTO manager reviews suitability prior to confirming enrolment.

### Step 3 – Invoice Issued

Once suitability is confirmed:

- the automatically issued invoice to the employer or business entity is due
- payment instructions are provided.

### Step 4 – Payment Received

Payment is due on course commencement. Payment must be received before the Statement of Attainment is issued. Payment confirmation is recorded in the student management system.

### Step 5 – Course Commencement

A course is considered commenced once:

- the student receives LMS login details and logs in
- enrolment confirmation has been issued
- access to course material and orientation has been provided

### Step 6 – Refund Requests

Refund requests may be submitted via email or phone. Advance You will:

- assess the request against the refund policy
- respond within 10 business days
- process any approved refunds promptly.

### Step 7 – Record Keeping

Advance You maintains records of:

- payments received
- invoices issued

- refund requests
- refund decisions.

## Part 4: Review and Approval

### Related Legislation/ Code of Practice

- Standards for Registered Training Organisations (RTOs) 2015
- Standards For VET Regulators 2011
- User’s guide to the Standards for Registered Training Organisations (RTO’s) 2015.
- Outcome Standards and Compliance Standards 2025

### Policy Author

Rhian Rheinberger, RTO Manager

### Policy Owner

Advance You

### Contact

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### Approval

Beau Rheinberger, Advance You - Director

### Policy status

Active

### Date of Implementation

Version 1.0: 22/7/24

### Review

Version 1.1: 21/3/25

- Update policy to comply with Div 3 (18)

Version 1.2: 18/7/25

- Included guarantee and pathway
- Included how to apply for a refund
- Included pre-enrolment terms
- Included ASQA definition of “unfair contract terms” section 2.6
- Updated Part 3: 2025 Outcome Standards

Version 1.3: 9/3/26

- Review and approve before Annual Declaration of Compliance 2026