

Payment Terms and Cancellation Policy for The Operator School

Payment Terms

Due to the number of “no shows” that occur and the considerable amount of administrative time involved in entering bookings in the system, we adopt the following payment terms.

Forklift and Order Picker Courses

For an individual student booking any type of our forklift or order picker licence courses our payment terms are **prior** to the commencement of the course.

Earthmoving Machinery Courses

For an individual student booking a 1 day RPL or 2 stage earthmoving machinery courses our payment terms are **prior** to the commencement of the course.

For our longer in house earthmoving machinery courses (i.e. 3, 4, 5 or 6 day courses) individual students are required to pay a deposit of \$500 to secure their place **prior** to the commencement of the course, with the balance paid on the completion of the course assessment.

Employers can be invoiced for any type of course, on completion of the course providing a purchase order or written authorisation has been received.

Terms relating to all courses

All of our courses include a \$100 non-refundable administration fee.

Our course fees are inclusive of training materials and 2 attempts at each part of the assessment, **providing** that the 2nd attempt of the assessment is a just a re-sit (perhaps following a period of revising theory at home, or more hours on a machine in a logbook) and does not include any additional training.

3rd attempts at any type of assessment need to be paid for at a cost of \$150.

Where it is identified on enrolment into the course, that a student requires a verbal assessment for any theory assessment, due to their literary skills, this is also charged at an additional \$150 on top of the course cost. This assessment is required to be completed on a one on one basis (student and assessor) away from the earshot of any of the other students.

You may pay your course fees as soon as you receive your course confirmation document. Our final cut off point for the collection of your pre-payment is when we are making the confirmation calls for the following day.

A client can, on request, arrange for an invoice payment to be split i.e. formal training is charged at the time it is done and the practical assessment is paid for when the final assessment is undertaken.

Payment on the day is not accepted due to the number of ‘no shows’ that have been experienced in the past.

Employers can be invoiced on completion of the course providing a purchase order or written authorisation has been received. In the case of 2 stage courses, it is normal practice to invoice an employer for the whole course at the end of the formal (theory) training session. The invoice must be finalised before the final practical assessments are undertaken.

Company / Agency payment terms are 14 days from the invoice date.

Any fees paid in advance will be placed into an account on trust and are available for refund in accordance with our Fees and Refund procedure.

Failure to pay and we will retain your paperwork until such time as the debt is paid in accordance with our legal rights under NVR Standards for Registered Training Organisations. Please note that for a forklift or order picker course, this means within 60 days, as this is the 'window of time' granted by Workplace Health and Safety Queensland for a high risk work licence application.

The Operator School reserve the right to charge a small administration fee of up to \$50 in the following circumstances:-

- Re-print of a certificate if students loses their paperwork
- Re-print of an original competency card (where we still have original student photograph in our system)
- Re-issuance of a Training Records book, if student loses their records.

Payment Methods

We accept payment by direct bank transfer, cash, cheque, MasterCard and Visa (no Amex or Diners card).

Refund policy

The Operator School will provide a fair and equitable refund policy and procedure that is compliant with NVR Standards for Registered Training Organisations.

Cancellations Fees and Refunds – Individual Students

Courses can be cancelled anywhere up to 24 hours prior to course commencement, they cannot be made on the day of the course.

Course bookings must be cancelled at least 24 hours prior to the commencement of a course for a full refund of any fees paid, less a \$100 non-refundable administration fee.

“No shows” for any course booked, plus cancellations made on the day of the course will incur a cancellation fee of \$150 (on top of the course fee), as the trainer has already been allocated.

Once you have commenced your training course, we require 24 hours prior notice for the cancellation of any subsequent training days. Any 'no shows' for training days, after confirmation of attendance has been approved by you, will incur a cancellation fee of \$150 (on top of the quoted cost of your training course). No further training will be carried out until this cancellation fee has been paid.

An application for a refund of course fees, where a course has not been completed or for any other circumstances must be made in writing to the management. Refunds will be considered on a pro-rata basis for students who fall ill or are injured providing a supporting medical certificate is supplied to us. Refunds will be calculated taking into consideration any cancellations fees owing and the \$100 non-refundable administration fee.

When giving a student a refund, The Operator School will provide a written statement that explains how the amount has been worked out.

If you have paid for your course in full and you achieve competency prior to the end of the course, you can request a refund of the early assessment discount directly from us.

- Details of the early assessment discount can be found on your course confirmation document.
- You will need to do this within 30 days of finalising your course.
- Refunds will be paid directly to the person who entered into the contract with the RTO unless written direction to pay someone else is received by that person.
- You will need to provide us with your credit card details or your bank account details.
- The fees will be credited to your bank account or credit card (or the person who paid the fees if this was not you), within 7 days of the request being made.

Cancellations Fees and Refunds – Company / Agency bookings

Courses can be cancelled anywhere up to 24 hours prior to course commencement. They cannot be made on the day of the course.

The Company / Agency will be invoiced accordingly after a purchase order is raised.

“No shows” for any course booked (when the student has confirmed they will be in attendance), plus cancellations made on the day of the course will incur a cancellation fee of \$150 (on top of the course fee), as the trainer has already been allocated.

Once a student has commenced their training course, we require 24 hours prior notice for the cancellation of any subsequent training days. Any ‘no shows’ for training days, after confirmation of attendance has been approved by the student, will incur a cancellation fee of \$150 (on top of the quoted cost of your training course). No further training will be carried out until this cancellation fee has been paid.

If a student leaves half way through any course, the Company / Agency will be invoiced for the work (theory and practical days) done up to that point. This may be handled through the issuance of a credit note if the full PO has already been invoiced.

It is our normal administrative process to issue an invoice for the full cost of any 2 stage courses after the formal training has been delivered. If a company has paid an invoice for a 2 stage course and a student leaves their employ before final assessment is conducted a credit note or a refund will be generated for any training or assessment session that was not undertaken.

An application for a refund of course fees, where a course has not been completed or for any other circumstances must be made in writing to the management. Refunds will be considered on a pro-rata basis for students who fall ill or are injured providing a supporting medical certificate is supplied to us. Refunds will be calculated taking into consideration any cancellations fees owing and the \$100 non-refundable administration fee.

When giving a student a refund, The Operator School will provide a written statement that explains how the amount has been worked out.

Agreeing to the Refund policy, does not remove the right of the student to take further action under Australia’s consumer protection laws or to pursue other legal remedies, should the student be dissatisfied with Management’s decision regarding refund.

Course cancellations by us as the RTO

Should The Operator School cancel a training course for any reason i.e. poor enrolment numbers, weather, trainer illness, machinery breakdown, students are entitled to a full refund, including the \$100 administration fee or the transfer of funds to a future course.

CSQ Civil specific and Building Specific Short Courses Funding Program - Payment Terms and Conditions

1. The CSQ discounts are offered on our standard course prices i.e. no further discounts apply for employer group discounts or special offers when CSQ funding is allocated.
2. Funding will not be allocated to anyone who has missing paperwork from their application.
3. If you are an Apprentice or Trainee in the Qld building and Construction Industry but are not completing one of the qualifications listed by CSQ to qualify for CSQ Apprentice Advance Loading, the funding and gap fees to pay are per the breakdown table (course confirmation document) supplied during your booking process.
4. If you are accessing CSQ Funding through our 1-6 day course delivery you (or your employer) must cover any gaps in the course costs **prior** to the commencement of the course.
5. No shows or cancellations on the day attract a cancellation fee of \$150 which cannot be deducted from the CSQ funding allocation. This fee will need to be paid before you can re-book your course. If the cancellation fee is not paid within 14 days, or if we are unable to contact you, your funding offer will be revoked.
6. If you have qualified for a 1 day Gap Training course under the CSQ **civil** specific short course funding program, your gap fee must be paid prior to the commencement of the course. If you fail to show after the confirmation of attendance call has been made, or need to cancel on the day of the course, your monies will be retained and you will forfeit the right to access funding through our RTO i.e. your funding offer be will revoked.
7. If you are accessing CSQ Funding through the completion of a 2 stage course (logbook in the workplace), you (or your Employer) will need to pre-pay for your course **in full prior to commencement**. On successful completion of the course, the CSQ subsidy amount will be reimbursed to your bank account or credit card (or the person / Employer who paid for the course) within 7 days. If the course is not completed by the close of the CSQ contract period i.e. 30th September 2022, you will forfeit the right to a refund of the course fee as this does not meet with the terms of the Contract.
8. With the 2 stage course, if you fail to show for the initial theory training, after the confirmation of attendance call has been made, or need to cancel on the day of the course, a cancellation fee of \$150 applies which cannot be deducted from the CSQ funding allocation. This fee will need to be paid before you can re-book your course. If the cancellation fee is not paid within 14 days, or if we are unable to contact you, your funding offer will be revoked. The funds you or your employer have already paid will be returned to the payee (less any cancellations fees) and you will forfeit the right to access funding through our RTO i.e. your funding offer be will revoked.
9. We also reserve the right to remove you from our funding allocation when you have provisionally held a spot, pending submission of paperwork that is not sent through, or you postpone your course commencement on several occasions or we are unable to contact you after reasonable attempts on the telephone and / or by email.
10. CSQ Funding is limited, it is allocated on a first come, first served basis to students that meet the eligibility criteria. If we have made repeated attempts to obtain eligibility paperwork from you and the information does not arrive within 14 days, your funding offer will be revoked as we do not accept applications for participants that are not able to supply all the necessary paperwork.
11. Courses need to be finalised by end of the Contract term 30.9.22
12. Refunds will be in accordance with our Refund Policy.
13. Please note: If you are a complete beginner with earthmoving machinery and have **not** achieved competency within the timeframe laid out for the course, additional training may be required. A ½ day (4 hours) is charged at \$150 and a full day (8 hours) is charged at \$300. This would be discussed with you at the time (no additional fees charged under Apprentice Advance Loading courses)
14. Additional training days for the forklift are charged at \$150 per day (no additional fees charged under Apprentice Advance Loading courses)

Additional Training and Re-assessment Fees

If additional theory training is required for the forklift or order picker to achieve competency before the licencing assessment can be sat, it is charged at \$150 per day including the re-assessment (3rd attempt).

If additional practical training is required for the forklift or order picker to achieve competency before the licencing assessment can be sat, it is charged at \$150 per day or \$75 per half day and includes re-assessment if applicable.

For earthmoving machinery courses an additional full day of training is charged at \$300 and a ½ day of training is charged at \$150 if required.

WHSQ rules for forklift and order picker re-assessment where a candidate failed part of an assessment

For the forklift and order picker high risk work licences, where partial competency has been achieved i.e. failed theory Assessment, but passed calculation. A re-sit must be completed for the specific failed assessment within 60 days. The whole of that particular assessment must be completed again, not just a section of it, or the questions that the Assessor marked as incorrect. If it is a second attempt, it is included within the cost of the course price.

If more than 60 days elapse then all parts of the assessment i.e. theory calculation and practical must be re-sat. If it is a second attempt it is included within the cost of the course price.

If the student requires a verbal assessment, this is charged at \$150 as it is done on a one on one basis.

If more than 12 months elapse, WHSQ do not permit any more attempts at re-assessment, a person is required to re-sit the whole training course again, normal advertised course prices apply.

For students that did not lodge their high risk work licence application on time

For students that have completed their high risk forklift or order picker course but that did lodge their high risk work licence application within the 60 day timeline required, re-assessment fees can be anywhere between \$350 - \$770 depending on the expired timeline, in line with Workplace Health and Safety Queensland's licencing framework requirements for re-training and re-assessment.

The only pathway through to a high risk work licence is to have a Candidate Assessment Summary (CAS) issued within the last 60 days. The only way to get a CAS is to repeat all your assessments in order to be issued with this paperwork.

Re-assessments are dealt with on an individual case by case basis, depending on the amount of time that has elapsed since you completed your course. It is our experience that most students require some sort of refresher training before being ready to re-sit the assessments.