



Driver Academy
AUSTRALIA

RTO 46350

Fees, Charges and Refunds Policy and Procedures

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Version Control

Item	Summary of update	Version	Review date
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2			

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Copyright

Copyright, Intellectual Property, Professional Lien and Moral Rights

1. Ownership of Intellectual Property

All intellectual property rights, including copyright and any other proprietary or statutory rights, in all documents, materials, works, deliverables, methodologies, templates, frameworks, training and assessment materials, reports, data, and other content created, authored, developed, or supplied by AIS (the *Works*), whether in draft or final form, remain the sole and exclusive property of AIS, unless expressly agreed otherwise in writing. No right, title, or interest in the Works is transferred to the Client except as expressly set out in the Client Services Agreement and this copyright notice.

2. Entity-Specific Use and Non-Transferability

Any licence or right granted under this Agreement to use the Works is granted solely to the specific legal entity identified as the Client in the Client Services Agreement.

The licence:

- is personal to that entity; and
- must not be assigned, transferred, sublicensed, novated, shared, or otherwise made available to any other entity, including (without limitation) related bodies corporate, partners, shareholders, directors, officers, contractors, affiliates, successors, stakeholders, joint venture participants, or any other third party, whether now or at any time in the future, without the prior written consent of AIS, which may be granted or withheld in AIS's absolute discretion.

Any unauthorised transfer, sharing, or use of the Works by another entity constitutes a material breach of the Client Services Agreement and an infringement of AIS's intellectual property rights.

3. Professional Lien

AIS retains a professional lien over all Works created or supplied under the Client Services Agreement and this copyright notice.

Notwithstanding any other provision of the Client Services Agreement:

- AIS is not required to release, licence, assign, or provide final or editable versions of any Works; and
- the Client acquires no right to use, reproduce, publish, distribute, or rely upon the Works, until all outstanding invoices, fees, disbursements, and any accrued interest owing to AIS have been paid in full.

This lien survives termination or expiry of the Agreement.

4. Limited Licence (If Applicable)

Subject to full payment of all amounts owing, AIS may grant the Client a non-exclusive, non-transferable, non-sublicensable, revocable licence to use the Works solely for the purpose expressly agreed in writing and only for the benefit of the Client entity named in the Client Services Agreement.

Any use outside that agreed purpose or by any other entity constitutes an infringement of AIS's intellectual property rights.

5. Moral Rights and Integrity of Works

AIS does not waive and expressly reserves all moral rights (as defined in the *Copyright Amendment (Moral Rights) Act 2000 (Cth)*) in respect of all Works created by AIS under the Client Services Agreement and this copyright notice.

Without limiting the foregoing, the Client must not, without the prior written consent of AIS (which may be granted or withheld in AIS's absolute discretion):

- a) fail to attribute AIS as the author of the Works, or falsely attribute the Works to another person;
- b) amend, adapt, edit, alter, distort, crop, reformat, translate, excerpt, or otherwise modify the Works; or
- c) do, or omit to do, any act in relation to the Works that would, or may reasonably be expected to, be prejudicial to AIS's honour, professional reputation, or standing.

6. Conditions on Consent

Where AIS provides consent under this notice, such consent may be subject to **reasonable conditions**, including but not limited to:

- mandatory attribution wording;
- quality control and audit requirements;
- version control and approval processes;
- restrictions on context, audience, format, or medium of use; and
- immediate withdrawal of consent if conditions are breached.
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7. No Implied Consent

Nothing in this Agreement, any Client Services Contract, Statement of Work, or related document operates as a consent by AIS to any act or omission that would infringe AIS's moral rights or intellectual property rights, except to the extent expressly agreed in writing by AIS.

8. Survival

This clause survives termination or expiry of any Agreement and continues in full force and effect.

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Purpose

The purpose of this policy and procedure is to outline Driver Academy Australia (The Academy)'s approach to managing fees, charges and refunds and to demonstrate how fees paid in advance are protected by The Academy.

Definitions

- **ASQA** means Australian Skills Quality Authority, the national VET regulator and the RTO's registering body.
- **Compliance Standards** refers to the Compliance Standards for National Vocational Education and Training Regulator (NVR) Registered Training Organisations (RTOs) Instrument 2025.
- **Fee Payer** means the nominated payer of a learner's course fees, usually either the learner or the employer paying on behalf of the learner.
- **Outcome Standards** refers to the Outcome Standards for National Vocational Education and Training Regulator (NVR) Registered Training Organisations (RTOs) Instrument 2025.

Scope

This policy applies to all prospective candidates and enrolled learners ('learners') and staff of The Academy and addresses the requirements related to fees, charges and refunds.

Responsibilities

- Chief Executive Officer / Training Manager
- RTO Manager
- Trainers and Assessors
- Student Liaison team

Alignment

Outcome Standards and Compliance Standards for National Vocational Education and Training Regulator (NVR) Registered Training Organisations (RTOs) Instruments 2025*

***Please note:** the information below, including number formatting, while inconsistent, is a direct reflection of the regulatory instruments and number formatting as endorsed by the regulator ASQA.

Outcome Standards:

Standard 2.1

VET students have access to clear and accurate information concerning the organisation, the relevant training product, and students are made aware of any changes that may affect them.

Performance indicators:

An RTO demonstrates:

- a. all information provided to VET students by the organisation or any third parties is clear, accurate and current;
- b. how it identifies which information VET students require prior to their enrolment and how that information is communicated to VET students prior to their enrolment;
- c. the following information is easily accessible to VET students:
 - i. the training product code and title, duration, modes of delivery, training delivery, location, training commencement dates, scheduling, any requirements to commence or complete the training product including assessment requirements, whether any licencing or occupational licence requirements apply, and details of any third party arrangements that apply to the delivery of the training;
 - ii. the training support services and wellbeing support services that are available to the VET student, and how the student can access those services;
 - iii. all fees, costs and charges associated with the provision of the training product which VET students may incur, including payment terms and conditions, any applicable refund policies and the availability of any relevant government training entitlements and subsidies;
- d. any obligations or liabilities which may be imposed on VET students undertaking the training product, including any obligations requiring VET students to acquire any materials, equipment or IT, any costs and processes associated with withdrawing from training, and costs and processes associated with obtaining a Student Identifier, and any requirements for VET students to undertake work placements;
 - i. the organisation provides all VET students with documentation prior to enrolment or before any fees are required to be paid which sets out:
 - ii. the training which the organisation or third parties will provide the VET student;
 - iii. all fees, costs and charges which the VET student will be required to pay; and
 - iv. any obligations or liabilities which may be imposed by the organisation or third parties on the VET student; and
- e. that it informs VET students, as soon as practicable, of any changes to training products or the organisation's operations that may affect VET students, including any changes relating to the transition of superseded, deleted, or expired training products.

Standard 2.2

VET students are advised, prior to enrolment, about the suitability of the training product for them, taking into account the student's skills and competencies.

Performance indicators:

An RTO demonstrates:

- a. taking into account the requirements of the training product – it has procedures in place to review, prior to enrolment, the skills and competencies of prospective VET students, including their language, literacy and numeracy proficiency and digital literacy; and
- b. based on the outcome of the review – it provides advice to each prospective VET student about whether the training product is suitable for them.

Standard 4.1

A registered training organisation operates with integrity and maintains accountability for the delivery of quality services.

Performance indicators:

An RTO demonstrates:

- a. the organisation and its governing persons are fit and proper persons, having regard to the Fit and Proper Person Requirements made under section 186 of the Act, as in force from time to time;
- b. its governing persons are suitable persons to oversee the operation of the organisation;
- c. its governing persons act diligently and make informed decisions which facilitate compliance with this instrument [these Standards] and any other instrument [the Compliance Requirements] made under section 185 of the Act, as in force from time to time; and
- d. the governing persons lead a culture of integrity, fairness and transparency in the organisation's delivery of services.

Compliance Standards:

8. Guarantees and inducements

A registered training organisation must not make any verbal or written guarantees that a VET student:

- a. will successfully complete a training product
- b. can complete a training product in a manner which is inconsistent with any of the requirements set out in an instrument made under section 185 of the Act, as in force from time to time; or
- c. will obtain a particular employment outcome, where obtaining such an employment outcome is not within the organisation's control.

18. Prepaid Fee Protection Measures

1. Where a registered training organisation or third party receives prepaid fees from or on behalf of an individual in excess of \$1500 in relation to the same VET course (the **threshold prepaid fee amount**), the organisation must:
 - a. where the organisation is a government entity or an Australian university – comply with the requirements set out in subsections (2) and (3); or
 - b. where the organisation is any other registered training organisation – implement one or more of the arrangements set out in subsection (4).

Requirements for government entities and Australian universities

2. The registered training organisation must have a policy in place for circumstances where the organisation is unable to provide the services to which the threshold prepaid fee amount relates (**prepaid fee policy**).
3. A registered training organisation's prepaid fee policy must specify how an individual who has prepaid will:
 - a. be placed into an equivalent course at a location suitable to the individual and receive all services for which the individual has prepaid at no additional cost to the individual; or
 - b. be refunded the prepaid fees for services yet to be delivered which are in excess of the threshold prepaid fee amount.

Requirements for other registered training organisations

4. The registered training organisation must implement one or more of the following arrangements:
 - a. an unconditional financial guarantee from a bank operating in Australia, provided:
 - i. at all times, the guarantee is at least equal to the total amount of prepaid fees held by the organisation in excess of the threshold prepaid fee amount; and
 - ii. the costs of establishing and maintaining the guarantee are met by the organisation.
 - b. a current membership with a tuition assurance scheme operator which, if the organisation is unable to provide services for which the individual has prepaid, must ensure:
 - i. the individual will be placed into an equivalent course at a location suitable to the individual and receive all services for which the individual has prepaid at no additional cost to the individual; or
 - ii. if an equivalent course cannot be found – the individual will be refunded the prepaid fees which are in excess of the threshold prepaid fee amount.
 - c. any other fee protection measure approved by the VET Regulator.

Policy

Information about Fees and Charges

Course Fees

Course fees for qualifications run by The Academy vary depending on the state or territory in which the course is delivered. Information on how the fees apply to each course and state can be found on the Academy's website at <https://driveracademyaustralia.com.au>, emailing enquiries@driveracademyaustralia.com.au or by calling 0415 059 019.

Course fees include all learning materials, tuition, trainer / assessor support, and assessments of competency whether learners are undertaking the training assessment via the formal assessment or Recognition of Prior Learning (RPL) pathway.

Fee information relevant to the course a learner has enrolled in and / or inquired about is outlined in detail in the *Learner Handbook* and course brochure / marketing material as well as the Academy's website (<https://driveracademyaustralia.com.au>). In compliance with Clause 18.1 of the Compliance Standards, detailed fee information is provided prior to enrolment or commencement of training, whichever is first.

The Academy will provide each learner with the *Learner Handbook* prior to enrolment, including information about this policy and inform the learner of their consumer rights. Learners are asked to check / tick the declaration on the *Enrolment Form* in acknowledgement of the terms and conditions of the enrolment and this policy.

Fee information includes:

- All fees pertaining to training and assessment provided for learners to achieve the course outcomes in which they are enrolling in, and the number of attempts allowed (if applicable);
- All costs for learning materials, resources and assessment tools for each unit of competency that forms the entirety of the qualification;
- Comprehensive educational and student support services from industry experts, including trainers and assessors, industry experts and student support specialists;
- Any other costs payable to The Academy, including costs for recognition of prior learning applications or credit transfers, if applicable;
- Issuance of one set of certification documents such as Certificate (Testamur) and Record of Results or Statement of Attainment for skills sets, individual units or completed units from a partial qualification (in the case of withdrawal or partial completion); and
- Payment terms and conditions including deposits, refunds and payment plans if applicable.

Course fees do not include:

- Any optional or additional textbooks and materials that may be recommended but not required to complete a course;
- Stationery such as paper and pens or other personal use items such as computers or internet access that may be required to complete online tasks, workplace or home learning;
- Printing costs (if required); and

- Re-issuance of AQF certification documents such as a Certificate (Testamur) and Record of Results or Statement of Attainment. Re-issuance or additional copies of these documents will attract a fee of \$75, plus the cost of postage if required.

Where an employer is paying for a learner's course, an *Employer Agreement* and invoice will be provided by The Academy prior to or at the time of enrolment, outlining the total fees, payment terms and schedule of payments applicable (if any).

The Academy **cannot** guarantee that learners will successfully complete the course in which they enrol, regardless of whether all course fees due and payable have been paid.

Fees in Advance

In accordance with the *Outcome Standards and Compliance Standards for National Vocational Education and Training Regulator (NVR) Registered Training Organisations (RTOs) Instruments 2025*, The Academy does not require learners to pay any more than \$1,500 before commencement of their course. Upon enrolment into a course, The Academy will assess any prior learning the learner may have.

The Academy may grant recognition for the prior learning, if the prior learning evidence meets the competency requirements. This will determine which units the learner will need to enrol in and undertake standard assessment activities for, and which units the learner will receive Recognition of Prior Learning (RPL) for. The learner will be invoiced for the units where RPL will be granted, and a separate invoice will be provided for the units to be completed as part of the remainder of the course.

If an employer is paying for the course fees on behalf of their employee(s) / learner, the employer can make payment in full of the course fees upon receipt of an invoice from the Academy.

Payments

The Academy will accept payments for fees via electronic funds transfer (EFT), money order or debit/credit card over the phone.

Learners who are experiencing difficulty in paying their fees are encouraged to contact The Academy to make alternative arrangements for payment during their period of difficulty.

All fees must be paid in full prior to course completion. Certification documentation will not be issued if there are any fees outstanding. The Academy may put in place a payment plan suitable to the learner, ensuring compliance with the regulatory requirements. Debts outstanding will be referred to a debt collection agency where fees are more than 40 days past due.

The Academy reserves the right to suspend the provision of training and / or other services until fees are brought up to date. Learners with long-term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.

Cooling-Off Period

Under Australian Consumer Law, a '10 business day cooling-off period' **does not** apply where a learner has approached a RTO, such as the Academy, under their own initiative and while being fully aware of the RTO's 'Terms & Conditions' to book into a course.

The '10 business day cooling-off period' does apply, if a learner was directly approached (face-to-face, via phone or other medium) by a training provider or a marketing agent and signed up on the spot and required to pay for any course fees upfront.

If a learner has a change of mind, and qualifies under the cooling off period, they must notify The Academy via an email to enquiries@driveracademyaustralia.com.au within the 10-day period.

Enrolment Administration Fees and Re-Entry Fees

All course fees include a non-refundable administration fee. In the event of a learner cancelling an enrolment and requesting a refund, the Academy will refund fees in accordance with this policy and procedures document. The component of the fees representing the Enrolment Administration Fee will not be refunded.

Course Type	Non-refundable Administration Fee
Certificate IV Courses	\$500

Should a learner wish to re-enrol in a course at a later time, the following re-enrolment fees will apply (additional to full course fees):

Course Type	Re-enrolment fee
Certificate IV Courses	\$500

Course Completion Timeframes

Learners that have not completed their course within the course completion timeframe (official course end date) will be issued with a Statement of Attainment (SOA) by the Academy for any units successfully completed and will have their files closed as per the course completion timeframes below.

Any learners wishing to re-enrol to complete the qualification or course will need to pay a re-entry fee as indicated in the table above. Any re-entry fees paid will allow the learner an additional six months to complete their course.

All applications for re-enrolment must be made no longer than one month after the official course end date. Any applications past the one-month period must be made as a **new course enrolment** and will be charged as a new participant.

Course Type	Course Completion Timeframe
Certificate IV Courses	Twelve months from enrolment (12 months)

The Academy will assess any requests for extensions on a case-by-case basis.

All requests for course deferments, suspensions and cancellations will be actioned in accordance with the Academy's *Deferment, Suspension and Cancellation Policy and Procedures*.

All learners can request additional mentoring and support from The Academy's trainers and assessors. Should learners require extra tuition after attending their workshops, The Academy is happy to provide one-on-one tutelage as per the schedule below at:

- \$180 per hour

Refunds

If for some reason a learner is unable to complete a training program into which they have enrolled, the Academy will refund in accordance with this policy for the following instances:

- The Academy is to cease trading before training and assessment commencement, or is **unable to provide a course, or cancels a course**:
 - **Full fee refund**, including the enrolment administration fee.
- The Academy fails to provide in full, the agreed training services, or training and assessment is terminated after its scheduled commencement date. However, Enrolment Administration fee and a percentage of the original fees and charges may apply depending on the percentage of completed training activities.
 - **Partial refund** (Amount is less Enrolment Administration fee and percentage of course/units completed)
- Cancellation of a face-to-face course by the participant:
 - In writing when **at least 7 days' notice** is given prior to course commencement: **Fees refunded** (less Enrolment Administration Fee)
 - In writing where **less than 7 days' notice** is given prior to course commencement: **No refund.**
- Cancellation of distance education course by the participant: **No Refunds.**
- The learner has been **expelled** from scheduled training and assessment sessions by breaching the required code of conduct as described in this Handbook
 - **No refund.**
- The learner has **failed to pay** the course fees
 - **No refund.**

Any refunds – whether full or partial – will be processed with 10 business days and paid to the nominated bank account on the learner's file.

In the case of undue hardship or extenuating circumstances, the Academy will consider a refund or partial refund, however, the onus is on the learner to provide evidence. Courses are not transferable to other learners. The final decision will be at the discretion of The Academy's CEO.

The following are examples of circumstances when a refund **WILL NOT** be considered or granted:

- Change of job or working hours;
- Inconvenience of travel to a face-to-face course or sessions;
- Leaving or abandoning the course before completion;
- Change of mind after commencement;
- Being too busy to attend or complete the course;
- Failure to complete the course for any other reason;
- Failure to attend a face-to-face course for any other reason; and
- Moving interstate.

If a learner does not agree with a refund assessment made by The Academy, they may wish to appeal the decision by following the Academy's *Complaints and Appeals Policy and Procedures*.

Additional Fees and Charges

The Academy has the following of additional charges which may apply in some circumstances:

- Transfer requests made less than seven (7) days from the commencement date – \$150
- Additional requests (i.e. on second occasion) – \$150
- Failure to attend a re-booked course (resulting in another transfer) – \$250
- Re-issue or additional copies requested of certification documents – \$75

Procedures

Learner Fees

Initial Invoices

The Academy's Student Liaison team will issue an invoice for the initial deposit in line with the Payment Schedule for the relevant course the learner has enrolled in.

The first instalment (deposit) must be within 14 days of the issue date of the invoice or prior to the course commencement, whichever comes first.

The Academy will keep a copy of the invoice on the learner's file and record it on aXcelerate.

Fee Instalment Invoices

The Academy will charge fee instalments in line with the Payment Schedule for the course and issued invoices will be due within 14 days of the issue date of the invoice.

Receiving Payments

The Academy will accept payments for fees via electronic funds transfer (EFT), money order or via debit / credit card over the phone. Learners will be provided with a receipt to acknowledge payment of fees and all payments will be recorded against the relevant invoice on The Academy's financial management system.

Managing Overdue Fees

The Academy will issue monthly statements via email to learners who have outstanding fees and will also call learners where payments are more than 14 days overdue.

Any learners with an invoice more than 40 days overdue will be referred a debit collection agency to recover outstanding fees.

The Academy may also take the decision to suspend a learner's training until such time as overdue fees have been paid. Learners will be advised of the suspension via email and additional phone calls may also be made, with all correspondence noted on the learner's file and on aXcelerate.

Where fees continued to be unpaid, The Academy will consider withdrawing the learner from the course.

Requesting a Refund

All refund requests should be submitted in writing using the *Refund Request Form* via email to enquires@driveracademyaustralia.com.au with supporting documentation attached where applicable.

The Academy will consider each refund request on its own merits and in accordance with this policy. A written reply will be sent to the individual within 10 business days with the determined outcome.

If successful, a refund will be processed and paid to the learner's nominated bank's account within 10 business days. **Fees will only ever be refunded to the entity and details that made the original payment.**

Publication

This *Fees, Charges and Refunds Policy and Procedures* document will also be published on The Academy's (<https://driveracademyaustralia.com.au>) and referenced in The Academy's *Learner Handbook*.

Policy Governance

All systems and materials in relation to fees, charges and refunds must be reviewed and approved by the CEO and / or RTO Manager before publication to ensure compliance with RTO standards and regulatory requirements.

The Academy will regularly monitor its fees, charges and refunds processes to ensure ongoing compliance and will promptly address any non-compliant practices or areas of improvement identified, and document this in the *Continuous Improvement Register* accordingly.