

Sydney Montessori Training Centre Limited ABN 27 627 538 952

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Fees, Cancellation and Refund Policy

All fees are due and payable on their due date.

Course enrolments are not transferable to another person.

Course fees may be paid either in full prior to commencement of course or in accordance with an SMTC authorised instalment plan.

Where you pay in accordance with an instalment plan, you may still be liable for instalment payments should you withdraw from the course as outlined in this policy.

You can pay your fees directly to SMTC Via direct transfer into our bank account

Receipts will be issued to you upon receipt of your payment.

The price for all goods and services are in Australian Dollars (AUD) and include GST where applicable. All transactions are in Australian Dollars (AUD) and include GST where applicable.

Cancellation of Enrolment and Fee Refund Policy

All requests for cancellation of enrolment and request for fee refunds must be advised in writing.

To request a refund, please email <u>admin@montessoritrainingcentre.com.au</u> with a completed SMTC "request for fee refund form".

All refunds must be approved by the Board or their authorised delegate. Exemptions to the refund conditions may only occur where the student has extenuating, or compassionate grounds as determined by the Board or delegate.

Where you are paying in accordance with an instalment plan, you remain liable for all instalment payments post your cancellation of enrolment except to the extent that the payment would meet the refund criteria in this policy.

Our refund terms and conditions are set out below for each type of course offered by SMTC.

AMI DIPLOMA COURSES

Prior to trainer interview

• Cancellations are permitted. This is determined to be the 'withdrawal with-no-penalty' cut-off date. SMTC will refund 100% of the total course fees paid in respect of your enrolment in the course.

After trainer interview but prior to course start date:

• SMTC will refund 100% of the course fees you have paid to us less \$500. This is the non-refundable deposit and supports SMTC to cover its administrative costs.

Less than 10 days of course start date:

• SMTC will refund 85% of the total course fees for the course. Students paying by instalment remain liable for 15% of the total course fees for the course if this amount has not been received by SMTC.

Between 10 days and 3 months from the course start date:

- SMTC will refund 70% of the total course fees for the course.
- Students paying by instalment remain liable for 30% of the total course fees for the course if this amount has not been received by SMTC.

Where the training course is of 15 months of less in duration:

Between 3 months and 6 months of the course start date:

- SMTC will refund 35% of the total course fees.
- Students paying by instalment remain liable for 65% of the total course fees for the course if this amount has not been received by SMTC.

6 months or more from the course start date:

- Refunds are not permitted, except with Board approval on compassionate grounds.
- Students paying by instalment remain liable for 100% of the total course fees for the course if this amount has not been received by SMTC.

Where the training course is more than 15 months in duration:

Between 3 months and 6 months from the course start date:

• SMTC will refund 50% of the total course fees.



• Students paying by instalment remain liable for 50% of the total course fees for the course if this amount has not been received by SMTC.

Between 6 months and 12 months from the course start date:

- SMTC will refund 25% of the total course fee.
- Students paying by instalment remain liable for 75% of the total course fees for the course if this amount has not been received by SMTC.

More than 12 months from the course start date:

- Refunds are not permitted, except with Board approval on compassionate grounds.
- Students paying by instalment remain liable for 100% of the total course fees for the course if this amount has not been received by SMTC.

AMI ORIENTATION COURSES & FOUNDATION COURSE

Prior to course commencement

• SMTC will refund 80% of the total course fee (the remaining 20% is the non-refundable deposit).

By the end of the second day on which scheduled classes occur

• SMTC will refund 50% of the total course fees.

After the end of the second day on which scheduled classes occur

• No refund is permitted, except with Board approval on compassionate grounds.

WORKSHOPS and REFRESHERS

Prior to course commencement

• 80% of course fees are refunded (the remaining 20% is the non-refundable deposit).

After commencement of the course

• No refund is permitted, except with Board approval on compassionate grounds.

ADDITIONAL FEES SCHEDULE

• SMTC does not offer a refund of payments in respect of fees in our additional fees schedule unless SMTC has not carried out its function in respect of any such fee in the relevant time frame, in which case 100% of the relevant additional fee is refundable.

What are compassionate grounds?

Within 8 weeks of cancellation or termination of their enrolment, a student may make a written application to the Board for exceptions to this policy on compassionate grounds or due to extenuating circumstances.

Depending on the circumstances, the Board may, in its absolute discretion:

- permit the student to re-join the equivalent course in the future (where the course trainer and AMI also agree), subject to such conditions as SMTC sees fit; in which case all or part of the tuition fees held by the training centre will be applied towards the student's reenrolment in the equivalent course in the future (but no refund is permitted including if the student does not complete all or part of the future course).
- permit a refund of all or some of the tuition fees above the amount otherwise stated in this policy.

The student is required to provide evidence to support their claim for relief on compassionate ground to the satisfaction of SMTC, acting reasonably. Examples may include medical certificates suitable to SMTC.

Date of termination or discontinuance

Termination of a student's enrolment will be taken to occur on earlier of the occurrence of any of the following events:

- When SMTC receives written notice of the student's intention to discontinue the training program.
- When the student's enrolment is terminated by SMTC by written notice for a violation of a published SMTC policy, which provides for termination.
- When a student, without notice to SMTC, fails to attend classes for fifteen consecutive days on which a class is held.
- Where in-person attendance in Australia is required, when a student is found to be ineligible to study in Australia and their enrolment is terminated by SMTC.

Termination of your enrolment by SMTC

If your attendance, participation record, or your conduct or demeanor, indicates that you will or are likely to be unable to comply with any of the course requirements as specified in the Student Handbook, then SMTC is entitled to direct that you discontinue the course. You will only be entitled to a refund of any course fees or other amounts as stated in this policy. A student in this situation may make a written application to the Board for exceptions to this policy on compassionate grounds or in extenuating circumstances as outlined above.

Discontinuation of course by SMTC

In the unlikely event that SMTC is unable to deliver the course in full and discontinues the course, the student will be offered a full refund of all course fees paid to date. Alternatively, enrolment in another suitable course by SMTC may be offered at no extra cost to the student. The student has the right to choose between a refund of course fees or to accept a place in another SMTC course. If the student chooses a placement in another course, the student will be required to sign a statement that indicates their acceptance of the placement.

Notice in advance of the discontinuance must be provided by SMTC to students in writing.

SMTC shall communicate the options above to the student within fourteen days following discontinuance of the course. Refund payments due to the student will be made within a further



fourteen days of the student notifying SMTC of its decision to accept a refund and providing SMTC with relevant bank account details to process the refund.

Refund payments

SMTC cannot process a refund payment until we receive a student's bank account details. Please provide these by submitting our "request for fee refund form".

Where course fees were paid for by a School, employer or centre, please be aware that we are generally obliged to issue a refund to that entity rather than directly to the student unless the entity provides written authorisation to our satisfaction for SMTC to pay the refund directly to the student.

SMTC defers the start date of the course

If SMTC defers a course commencement date by more than the timeframes set out below, SMTC will offer a full refund of total course fees to the student. Alternatively, the student may elect to commence the same or equivalent course at the deferred time proposed by SMTC. The relevant timeframes are:

- AMI Diploma the course start date is deferred by more than 21 days.
- Foundation course the course start date is deferred by more than 3 days.
- Orientation course- the course start date is deferred by more than 1 day.
- Workshops, Refreshers, and other courses the course start time is delayed by more than 90 minutes.



Late Payment of Fees

Should you anticipate difficulties in meeting your payment of fees, written communication should be addressed to the Training Centre Manager within 14 days of the payment falling due. An explanation of the circumstances as well as a payment plan should be included.

Please forward details to admin@montessoritrainingcentre.com.au.

SMTC may charge a late payment fee of 5% of the amount outstanding should payment be more than 30 days overdue.

Debt Recovery of Fees

In the event of any default in payment, the student shall pay to SMTC its costs of, and incidental to, the recovery of such sums as may be due from the Student to SMTC including all mercantile and like fees and legal fees and charges on a solicitor/own client full indemnity basis and any filing fees, taxes or any other fees payable, assessed or incurred in relation to such recovery process.

Where a school or employer agrees with SMTC to pay fees on the student's behalf, SMTC may also pursue the school or employer for the unrecovered fees in event of any default in payment. SMTC may pursue the unrecovered fees from the school or employer without first taking action against the student, or pursuing any other available recourse, and may be enforced despite any neglect or omission to enforce any rights against the student.

Additional Fees Payable

Additional fees may become payable by students in the circumstances outlined in SMTC's "Additional Fees Schedule" included in the SMTC Student Handbook for your course or, if there is no handbook for your course, as posted on SMTC's website.

Policy review and communication

The Policy shall be reviewed every year, or in the event of a change of a relevant law, event, organisational change or information that would demonstrate the need for a review.

Any change to this policy should be communicated to the following people via email within 7 days of the policy changes being approved by the SMTC board:

- All board members.
- All staff members; and
- Current students participating in or enrolled in SMTC courses.

It should also be uploaded to the SMTC's website under the "student information" tab.

Last update

This version of the policy has effect from December 2020 for all courses commencing from the start of the 2021 year. SMTC reserves the right to update this policy from time to time.

