2.1 Fees and Refunds

This policy aims to ensure that all course fees, including those paid in advance, are protected and subject to appropriate auditing processes.

Fees and Payment

Course fees will be set and reviewed by the Managing Director in consultation with the Senior Management Group.

CTG will inform potential applicants of course/workshop fees prior to commencement of studies. All advertised fees will be fully inclusive i.e. tuition, materials, resources and GST.

Individual applicants:

- Where course fees are no greater than $1,000.00 full payment is required prior to or on the day of the course/workshop.
- Where course fees are greater than $1,000.00, individuals will be required to pay no more than $1,000.00 prior to course commencement and in instalments thereafter ensuring that a student's total amount (fees required to be paid) will not exceed $1,500.00 at any point post their course commencement.

For course fees greater than $1,500.00, students are to pay:

- $1000.00 as deposit
- $500.00 on day 1 of the course
- The remaining fees is to be paid on completion of the course.

At no point in time should the individual student have paid any more than $1,500 to the RTO for tuition or other services yet to be delivered to the student.

Organisations with approved accounts are invoiced, with full payment to be received within fourteen days of the invoice date. Purchase Order Numbers, or an Authority to Invoice must be provided in writing, otherwise payment is required upfront.

Payment can be made by cash, cheque, money order or credit card, in person, by mail or telephone. Until payment or an approved Purchase Order Number/Authority is received then bookings cannot be processed.

Course participants/organisations may request information regarding balance of fees paid from Reception or the Accounts Manager.

Refunds and cancellation charges

If an applicant cancels a course booking outside the allowable business days listed below, a cancellation/administration fee will apply. This fee is $30.00 AUD per individual booking or $100.00 AUD per group booking, whichever amount is greater.

If an applicant cancels a WorkSafe course (High Risk Work Licence) or an Austroads Accredited Training course (TTM) less than five clear business days prior to the course commencement date, all funds paid by the applicant will be forfeited.

For all other courses offered by CTG, if an applicant cancels less than 2 clear business days prior to the course commencement, all funds paid by the applicant will be forfeited.

No refunds or credit notes will be provided to applicants who cancel their course after the commencement of the course and individuals, employees of organisations, or organisations booking on behalf of employees, who formally withdraw from any CTG course/workshop after course commencement.

Students that arrive after the allocated course commencement time will be refused admittance and fees will be forfeited to cover the cost of the position that was allocated for the individual.

Entry to a specific course can be denied and fees forfeited to students who attend training but have not completed the pre-study requirements.

Construction Training Group reserves the right to refuse further course bookings for students who cancel attendance at a course on more than two (2) occasions.

For Traffic Control Courses

> *For traffic control courses, the skill set requires students to complete all course requirements within six months of finishing the theoretical component. For example:*
>
> > *Practical experience requirements must be completed on Temporary Traffic Management Category 1 roads within six months of successfully completing the theory component.*
>
> *This includes any required work placement, submission of logbooks, evidence of completed placement hours, and final assessment.*
>
> *It is recommended that students submit their practical experience evidence and assessments related to the enrolled road category at least one month before their expected course completion date. This allows CTG enough time to review the evidence, conduct the final assessment, and request any additional documentation if needed to meet the requirements of the skill set.*
>
> *CTG will assist students in securing a work placement with an approved traffic company. If the assigned placement is not suitable, students may discuss alternative options with both the traffic company and CTG. However, students will be responsible for arranging their own placement if they require a more convenient placement venue or opportunity. Before commencing any self-arranged work placement, students must inform CTG so that a written work placement agreement can be prepared and signed by all relevant parties. The placement must not commence until this agreement is in place. CTG will support students where possible, but due to high demand and limited availability, securing a preferred placement site cannot be guaranteed.*

The six-month timeframe for completing the practical experience is a mandatory requirement of the skill set. CTG is committed to supporting students in meeting course deadlines. If a student is unable to complete the practical experience requirements within six months of completing the theoretical component, CTG's only available options will be to either:

- *Require the student to be re-assessed for the theoretical component to demonstrate readiness for the practical assessment,*
  OR
- *Require the student to re-enrol in the unit and start the course again.*

Refund requests will still be considered in accordance with CTG's refund policy and the Australian Consumer Law, taking into account individual circumstances such as illness, special circumstances, or compassionate grounds. Please note that a failure to find time to complete the practical placement, or CTG not arranging the placement within the six-month timeframe, does not qualify as special circumstances.

Business days are Monday-Friday (8:00am – 4pm).

Fees for HRW courses – re-assessments, students presenting with a Statement of Attainment from another RTO and time limitations

If a student presents with a Statement of Attainment issued by another RTO within 60 days, and has previously attempted but failed the WorkSafe licence assessment, CTG may allow the student to re-sit only the component(s) they did not pass (knowledge, practical, or calculations), only if they hold a valid WorkSafe Notice of Assessment (not expired). In these cases, CTG must first verify the authenticity of the SOA in line with existing policy and forms already outlined in the Operations Manual. A fee equal to 50% of the full course fee will apply. This arrangement is different from students who originally trained with CTG, as those participants remain eligible for free reassessments.

Where more than 60 days have passed since the SOA was issued by another RTO, the student is not permitted to re-sit only the failed components. Instead, they will be required to complete the full HRW licence course again with CTG prior to attempting the WorkSafe licence assessment. Although the SOA technically confirms competency in the unit, CTG requires students in this category to repeat both the training and unit of competency assessments to ensure safety, currency of skills, and readiness for the WorkSafe licence test. The full course fee applies in these circumstances.

Course cancellation caused by CTG:

CTG guarantees to support students as reasonable as possible to complete the training and/or assessment once the student has commenced study in their chosen course.

In the event of a training course being cancelled by CTG, all students enrolled in the course will be transferred to a later course. In an event where CTG cannot offer a later course, a full refund of monies paid will be offered. Refunds will be distributed in the form that fee payment was received i.e. cash, cheque, credit card.

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Students will have the right to obtain a refund for services not provided by CTG in the event the:

- Training arrangement is terminated completely by CTG
- CTG fails to provide the agreed services, e.g. a course is cancelled by CTG and is unable to be rescheduled by CTG (to manage internal contingencies or to address any Government or regulatory directions) to a time when the student is unavailable; or a replacement piece of equipment/plant is not made available if a problem arises during training and assessment.

Process for requesting refunds:

Students can request a refund in writing by contacting the administration staff via email at info@constructiontraininggroup.com.au

Default in payment

In the event the applicant defaults in payment as set out herein, then all money which would become payable by the Customer to CTG at a later date on any account, becomes immediately due and payable without the requirement of any notice to the applicant, and CTG may, without prejudice to any of its other accrued or contingent rights:

(a) charge the applicant interest on any sum due at the prevailing rate pursuant to the *Penalty Interest Rates Act 1983* (Vic) plus 2% for the period from the due date until the date of payment in full;

(b) charge the applicant for all expenses and costs (including without limitation all legal costs and expenses on an indemnity basis and mercantile agent's commissions) incurred by it in taking whatever actions it deems appropriate to recover any sum due;

(c) cease or suspend supply of Services to the applicant without liability to the applicant or any third party for any loss or damage whether directly or consequentially; and

(d) by written notice to the Customer, terminate any uncompleted contract with the applicant.

Exclusion of liability

CTG is not liable for any consequential loss or expense suffered by an applicant or any third party however caused, including but not limited to loss of profits, business, revenue, savings, opportunity, reputation, access to markets, publicity or goodwill or any such liability to the applicant or a third party, except to the extent of any liability imposed by the Australian Consumer Law.

The applicant acknowledges and agrees that:

(a) it has not relied on any service involving skill and judgment, or on any advice, recommendation, information, reports, tests or assistance provided by CTG in relation to the services or their use or application. Any advice, recommendations, information, reports, tests or assistance provided by CTG in relation to the services or the course generally supplied by it or their use or application is given in good faith, and is believed by CTG to be appropriate and reliable. However, as far as permitted by law, CTG is not liable for any loss or damage arising therefrom;

(b) it has not made known, either expressly or by implication, to CTG any purpose for which it requires the course and it has the sole responsibility of satisfying itself that the course is suitable for the use of the applicant.

Release and Indemnity

The applicant indemnifies CTG and each member of CTG's personnel and staff from and against any Claim or Liability arising directly or indirectly in relation to:

(a) the accuracy of all information provided by the applicant to CTG in relation to the course or any other matters;

(b) the applicant's breach of these T&Cs;

(c) the negligence or wilful misconduct of the applicant or any member of the applicant's personnel;

(d) CTG or any member of CTG's staff/employees delivering the course services;

(e) the course not being fit for any particular purpose;

(f) the applicant or any member of the applicant's staff directly or indirectly causing any delay in the supply of the course;

(g) CTG having to resupply the course as a result of the actions or omissions of the applicant or any third party;

In this clause and in the T&Cs generally, the words Claim and Liability are defined as follows:

"Claim" means any actual, contingent, present or future claim, demand, action, suit or proceeding for any Liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether direct or indirect, and whether in contract, tort (including but not limited to negligence) or otherwise;

"Liability" means any loss, liability, cost, payment, damages, debt or expense (including but not limited to reasonable legal fees);

Termination

CTG may immediately terminate this agreement, or suspend the performance of, the course and the applicant must immediately pay any money owed to CTG if:

(e) the applicant breaches a term of these T&Cs and does not remedy the breach within 7 days of receiving a notice from CTG requiring the applicant to do so;

(f) the applicant breaches a term of these T&Cs which is not capable of remedy; or

(g) an Insolvency Event arises in relation to the Customer.

Purchasing Online

The minimum age for purchasing services via our website (www.constructiontraininggroup.com.au) is restricted to individuals 18 years of age or older. Individuals below the age of 18 may have purchases made on their behalf by a parent or guardian.

Should CTG suffer any loss or damage as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such losses from the parents or guardians of the minor who placed the order.

All services listed on our website are described to the best of our ability and using the information available to us at the time. Care is taken to ensure that this information is correct, but we cannot eliminate the possibility of:

- Human error in entry of information;
- Incorrect information provided to us by a supplier or distributor, or
- Failure of a supplier or distributor to supply correct and current information to us.

We reserve the right to change any information including but not limited to pricing; specifications; descriptions; or product names without notice. Where payment for a product or service is received in full prior to any change in price, CTG will honour the amount paid and no additional charge will apply.

All orders on our website must be fully pre-paid before fulfilment. All orders are to be placed in Australian dollars.

Credit card details, such as the card number used to pay for a product or service will not be stored on the CTG server. However, details may be retained by our payment gateway provider in circumstances where this is required.

In the case of an offline payment, students will be contacted by a member of the CTG team. Any offline payments must be completed in full before course commencement.

In cases where a payment fails for reasons including but not limited to insufficient card credit funds, or cheque dishonour, we do not warrant that a place in a course will be assigned or a product/service will be provided until full payment is received.

All displayed prices are inclusive of GST where applicable, and in Australian Dollars.

If we determine that a purchaser is in a foreign country, we may display prices to you without GST and/or in alternate currencies.

A Tax Invoice will be emailed on order completion and receipt of full payment. The email address entered by the purchaser will be utilised for this purpose. CTG takes no responsibility for incorrect email details.

Where applicable, we use industry-standard SSL encryption to protect the privacy of information in transit between the CTG website, the purchaser, and our suppliers including payment gateways.

However, purchasers should be aware that the security of communications sent by electronic means cannot be guaranteed. Any information provided to us via the internet is at the purchaser's own risk. CTG cannot accept responsibility for misuse or loss of, or unauthorised access to personal information where the security of information is not wholly within our control.

Under no circumstances will CTG be liable for any direct, indirect, incidental, consequential or other damages resulting from the purchase, delivery, use, or return of any product or service purchased from our website beyond the value of the item purchased, including but not limited to loss of profits or interruption to business and CTG relies on the exclusion of liability clause in these T&Cs.

Third party payment gateways/services such as Zip Pay or Afterpay are independent of CTG, Therefore CTG hold no liability over any re-payment arrangement you may enter when using such services. It's the individual's responsibility to ensure they are fully aware of the terms and conditions with such services prior to using any third-party payment service.

Please contact 3rd parties directly for all terms and conditions.