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## REFUND POLICY

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### ***A. Policy***

The RTO acknowledges that in certain circumstances, you may seek full or partial refund of monies paid. The RTO implements the necessary fee management and administrative systems as specified in BUS-POL-007 Management of Participant Fees Account to ensure that refund applications are handled in a timely manner and funds are available to cover such requests where appropriate.

The majority of our programs are paid for in instalments in accordance with SNR. This limits the amount of student fees paid in advance at any one time. In the case of withdrawal from training the Director has the option to make goodwill refunds outside of the terms of this policy to meet special circumstances.

This policy describes the conditions under which a refund application may be submitted and the possible outcomes from that application. RTO endeavours to comply with Australian Consumer and Queensland legislation regarding Fair Trading.

The following options are available in response to an application for full or partial refund received more than fourteen (14) days after submission of an enrolment form:

- deferral
- transfer to an alternative programme delivered by RTO

At our sole discretion, we may offer a proportional refund though all workshop fees include a non-refundable proportion. This ensures the RTO's fixed costs incurred in facilitating a workshop are covered.

An administrative fee may also be retained to cover costs in flexible delivery (self-paced) programmes where an application is made outside of the Cooling-off Period. Where training resources are received by RTO in a damaged state, an additional deduction for replacing these will be made from any approved refund payments.

The Director has the authority to waive these fees where an application for refund is made under Extenuating Circumstances (refer below) and all course materials for which assessment has not yet occurred are returned in resalable condition.

However, a request made under these circumstances **does not automatically guarantee** that a refund will be paid.

### ***B. Principles***

#### **1. Current refund rate:**

In order to protect fees paid in advance, students may pay by instalments or Unit by Unit (course fees divided by number of units plus \$25 administration fee). Where fees have been paid in advance, the refund of fees shall apply to any units not commenced at time of withdrawal and as granted by the RTO, using the same formula as payment on a unit-by-unit basis. Where a student withdraws but wishes to keep the course materials, a fee will be levied to cover the cost of the materials.

#### **2. "Cooling Off" and full refund Periods:**

##### **2.a. Flexible Delivery programs**

A fourteen-day (14-day) cooling off period applies for all self-paced enrolments.

However, this cooling off period is deemed to be waived if the student commences training and/or submits assessment materials during that period. By this action they are deemed to have entered fully into a contract of service provision with the RTO. After this event there is no refund except in exceptional circumstances and at the discretion of the Director.

In this case, no refund can be claimed for Unit(s) or module(s) in which training has already commenced.

In this instance, RTO can only offer a **deferred enrolment**. Cash refund applications will not be accepted.

Refund applications received during the cooling off period shall be paid immediately and **in full** provided that the delivery resources issued to the applicant are returned in saleable condition (undamaged, unmarked and unused). A copy of the original tax receipt should also be provided so we can confirm the payment method originally used and the person who originally paid the fees. If the resources are not returned, or arrive in a damaged state, the refund shall be paid less a retail fee to cover your purchase of the resources.

### **2.b. Workshops, webinars and seminars**

Workshops, webinar and seminar programmes have specific fixed costs which must be paid, often before the commencement session.

For this reason, the following principles apply:

- where you enrol more than seven days before a workshop, webinar or seminar commencement date, full refunds are available where you withdraw in writing within seven (7) days of sending in your enrolment form but not within 3 days of commencement of the first session..
- where you enrol on or within seven days commencement date and subsequently withdraw before the commencement date, we will offer a deferred enrolment to a later event. No refunds can be made for withdrawal within 3 days of commencement.
- where you withdraw after the workshop has commenced, we will offer a deferred enrolment to a later event. For a long program, we may be willing to offer partial refunds for unused portions of the program after taking into account program costs, administrative fees and resources issued.
- only one deferral will be allowed per certificate or short course programme enrolment

### **2.c. Traineeships**

A thirty (30) day cooling off period (normal probation period) shall apply for all enrolments in existing worker traineeships. Refund applications received during this period shall be paid immediately and **in full**.

Refund arrangements outside of this period shall be defined by contract between RTO (as Supervising Registered Training Organisation) and the employer. Given that the funding arrangements are generally fees paid after training has been delivered, an employer may be asked to make pro-rata payments for any fees in arrears.

In general, we offer full refund for advance payments where the trainee provides notice in writing more than fourteen (14) days in advance of the scheduled training session.

### **3. “Initial Submission” Period:**

This applies **only** where the programme does not commence with workshop attendance.

If you enrol in self-paced (distance education) delivery for a full certificate or short course programme, you are required to submit your evidence for the first module’s final assessment within sixty (60) days of commencement. The commencement date is taken to be the date we receive your enrolment form and your payment (either full or in deposit). Please refer to the Student Manual on maintaining progress .

If there is no contact from you during the Initial Submission Period, you may be taken as having withdrawn from the course. No subsequent applications for a refund, deferral or transfer of enrolment shall be accepted.

### **4. Training with more than one organisation**

If you are undertaking a unit or units with us to fulfil your course requirements for another RTO, you need to be aware that this Refund Policy applies only to any enrolment with us and only to the extent of your enrolment with us.

Your enrolment with the other RTO is covered by their refund policy and we are not responsible for any refunds due from other organisations.

It is imperative that the candidate seeks a refund from RTO for only that component of the training which the RTO is contracted by you to provide.

If you are undertaking training through an organisation in an auspicing arrangement with us, then you should apply to that organisation regarding any fees refunds or questions regarding payment arrangements.

## 5. Exceptional Circumstances:

In exceptional circumstances, a candidate may apply in writing for special consideration of a refund application. We define “exceptional circumstances” as the following:

- bereavement
- hospitalisation and / or unexpectedly having to assume carer’s responsibilities
- relocation to an area where it is impractical to attend workshops and not feasible to pursue distance education (due to poor internet bandwidth and limited postal service)

Unexpectedly acquiring employment at the same time that your course is due to commence – while definitely being something to celebrate – does not constitute “exceptional circumstances”. Employers are usually willing to give new staff time to undertake relevant training, particularly if it is made clear to them during the selection interview and at the time you accept the offer that you have enrolled in accredited training with a registered training provider. It is possible in these circumstances to change from face to face to webinars or flexible delivery to meet your changed life circumstances. You should discuss with us if alternative arrangements can be made for compulsory face to face attendance.

RTO reserves the right to accept or reject an application received under “exceptional circumstances”. Where an application is rejected, the RTO will offer

- deferral to a later delivery date
- an alternative delivery method more suited to your new circumstances

## 6. Cancellation of training program, course or module:

The RTO may be obliged to cancel a workshop, webinar or seminar in circumstances such as:

- the scheduled trainer being unable to conduct the event due to ill-health and an alternative trainer is unavailable
- insufficient enrolments are received
- the venue becomes unavailable in the case of workshops

Where this occurs, we will offer:

- deferral to a later event in the same region
- transfer to an event held in a neighbouring region
- alternative delivery and assessment methods, such as flexible delivery, where practical and reasonable

If you are unable to consider these options, a request for full refund received in writing from you will be automatically approved.

## 7. Full and/or advance payments:

Enrolment fees for full certificate programmes are substantial. To comply with Registration standards no more than \$1,000 in fees can be accepted in advance unless paid for by a third party such as an employer or JSA.

To make fees more manageable for our students, we also offer the opportunity to pay by instalments:

- If in receipt of Centrelink Benefits, applicants may pay through Centrepay
- Students may pay by regular direct debit from their accounts
- Students may pay as they go on a unit-by-unit or module-by-module basis
- Workshops and seminars are generally payable up front with the remainder of the program payable by instalments.

However, you will still need to pay the full Unit/module fee before commencing any work in that Unit/module. You also need to be aware that a full Certificate enrolment paid for in this way does not give you a new Cooling-off Period with every module.

## 8. Payment of Refunds:

Participants requesting a refund must comply with the procedure as outlined below in *Section C – Procedures*. RTO undertakes to promptly process all Refund applications and reply within fourteen (14) days of receiving the application.

Where a refund is approved, refunds shall be paid using the same method as indicated by the participant on the enrolment form.

## 9. Disputes:

Resolution of any disputes relating to a refund application decision shall comply with *STU-POL-005 Complaints Policy and Procedures*. An additional copy shall be sent to the participant in the event a dispute arises.

You should be aware that your appeal may be unsuccessful where we have complied with the terms of this and related policies as well as with common law obligations.

## C. Procedures under this Policy

1. Refund, transfer to an alternative applicant, transfer to an alternative programme or deferral applications must be made in writing.
2. You can only request one deferral and only where you have not commenced any training or assessments and/or the Initial Submission Period has not expired unless in exceptional circumstances.
3. An application for transfer of enrolment to an alternative programme must include a completed enrolment form for the new programme and payment of any additional fees required
4. Applications for transfer of enrolment to an alternative applicant, including all fees paid for the participant's enrolment, must be in writing and identify the new applicant by name. The new applicant must complete an enrolment form and identify on the fees remittance that they are replacing you
5. Supporting evidence must be included where the application is made for a refund under "exceptional circumstances" and the "Cooling Off" period has expired.
6. Where you are seeking a full refund during the "Cooling Off" period, all training and assessment resources must be returned in mint saleable condition. You are responsible for the postage and freight costs, including optional insurance, incurred in returning the resources.
7. RTO staff will process refund requests on satisfactory completion of these steps and provide a response in writing within fourteen (14) days. However, payment of an approved refund (where available) shall be delayed until the resources are received.

## D. Related Policies

STU-POL-005	Complaints	PPM-004
BUS-POL-007	Management of student fees account	PPM-001

## E. Related Forms

STU-FOR-001+	Enrolment forms	PPM-004
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## F. Related Internal Documents

MAN-STU-001	Student manual	PPM-004
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## G. Related External Documents

<i>Standards for continuing registration of NVR registered training organisations</i>		SL
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