



# **POLICY 5**

## **REFUND POLICY AND PROCEDURE**

Last reviewed: June 2017

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## 1. SCOPE

In accordance with compliance requirements under the conditions of registration in the *Standards Registered Training Organisations 2015, Standard 5*. Tactical Training (Australia) Pty Ltd (TTA or RTO) has a responsibility to provide and ensure its learners have access to the organisations *Refund Policy and Procedure*.

## 2. AUDIENCE AND APPLICABILITY

This policy applies to all divisions and facilities of TTA, all individuals employed therein, and the learners/clients of TTA.

## 3. PURPOSE

The purpose of this policy is to define the responsibility of TTA and identifies the terms, conditions and procedures for request and issuance of refunds in the event of cancellation of enrolment and changes to agreed services.

## 4. DEFINITIONS

**Commencement Date** for a *fulltime learner, internal or in-class*, means the first scheduled day of attendance of classroom based training. For an *external study or flexible study* learner the commencement date means the date of enrolment registration.

**Corporate Group Booking** means any confirmed booking received from a corporate client to provide group based training.

**Fees in advance** means the deposit payment received upfront from learners enrolling into a course or qualification to secure their place on the program.

**Flexible Study (or External Study)** refers to a learner who is enrolled/registered to complete a qualification over a period of time. Learners are not required to attend at the training centre on a daily basis. Flexible study programs include qualification courses only- Certificate II in Security Operations, Certificate III in Security Operations, Certificate III in Investigative Services, Certificate IV in Security and Risk Management and Diploma of Security and Risk Management.

**Fulltime Study** refers to learners who enrol to participate in a block of classroom training. Fulltime programs include: Certificate II in Security Operations, Certificate III in Security Operations and the Screening (Security, Aviation & Maritime Program).

**Learner (or student)** means a person being trained and/or assessed by the RTO for the purpose of issuing AQF certification documentation.

**Recognition of Prior Learning (RPL)** means an assessment process that assesses the competency/s of an individual that may have been acquired through formal, non-formal and informal learning to determine the extent to which that individual meets the requirements specified in the training package or VET accredited courses.

**Short Course** means a course of 1 or 2 day duration. Short courses include, but are not limited to: first aid, fire safety, canine handling, cash in transit and conflict (Verbal Armour).

**Third Party Agency** means a funding organisation including, but not limited to, job services providers, rehabilitation providers, funding trusts, government departments.

## 5. POLICY AND PROCEDURE

Clause 5.3 of the Standards describes the obligations of RTOs in relation to collection of fees and terms of refund:

Clause 5.3

Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment of the commencement of training and assessment, whichever comes first, specifying:

- all relevant fee information including:
  - fees that must be paid to the RTO, and
  - payment terms and conditions including deposits and refunds
- the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies
- the learner's right to obtain a refund for services not provided by the RTO in the event the:
  - arrangement is terminated early, or
  - the RTO fails to provide the agreed services.

### 5.1 Disclosure of course fees

Course fees are disclosed via the following methods:

- Published on the website: [www.tacticaltraining.edu.au](http://www.tacticaltraining.edu.au) (the website) within the Courses menu;
- Published on marketing brochures that are available from the Customer Care team upon enquiry and on the website; and
- Course fees are disclosed to clients upon enquiry via telephone, email or face-to-face request.

### 5.2 Collection of fees in advance

- A minimum deposit of 50% of the full course or package fee (whichever is relevant) is required upon enrolment/registration to secure a placement on a program and to receive course materials, except where 50% of the course fee exceeds the maximum fees in advance that may be collected;
- In accordance with **Clause 7.3** of the **Standards for Registered Training Organisations 2015**, a maximum amount of \$1500 may be collected in advance as a deposit for any VET accredited qualification or course;
- Where a client's commencement date is more than 1 month forward, the client is required to make fortnightly payment instalments of an agreed amount, as determined by the Administration Manager;
- Where a deposit for enrolment is received for, clients must have arranged scheduled practical dates within 3 months of the enrolment date;
- Payment in full of fees is required no later than commencement date of the course, qualification or package offer (whichever is relevant) as per the terms set out in this policy;
- The meaning of *commencement date* is as defined in the Definitions section of this policy;
- Deposits are non-refundable where the conditions of payment are not met;
- Enrolments will be cancelled where the client breaches the terms of this policy.

### 5.3 Disclosure of refund terms and conditions

Refund terms and conditions are disclosed by the following methods:

- Published on the website: <http://www.tacticaltraining.edu.au/information/terms-and-conditions> under the menu heading of **Terms & Conditions**;
- Discussed with clients at the enrolment induction appointment prior to confirmation of enrolment; and
- Refund Policy and Procedure will be made available for clients upon request.

### 5.4 General terms of refund

- Learners requesting refunds must return the original receipt of payment (tax invoice) to TTA;
- An administration fee of \$250 will be retained in all instances to recover administrative costs;
- Learner Guides must be returned to TTA at the time of submitting a refund request. Learner Guides must be un-marked and in good condition to avoid incurring further costs;
- Refund requests may take up to 7 days to process;
- Approved applications for refund will be issued via:
  - Cheque to the person who paid the fees in advance; or
  - EFTPOS transfer onto the card from which payment was made. (The client must present to TTA with the card for the refund to be processed); or
  - Website payment refunds will be made via TTA's eWAY account, directly into the account from which payment was made.
- Under no circumstances can a cash refund be issued.

### 5.5 Refund terms for fulltime study

- Refunds will not be granted automatically; clients are expected to be aware of work and personal commitments before enrolling, and will need to demonstrate that the cause of the withdrawal could not be reasonably anticipated before enrolment;
- All requests for refunds are required to be made in writing, addressed to the Administration Manager, Unit 3/190 Glynburn Road, Tranmere SA 5073 or via email to: [customercare@tacticaltraining.edu.au](mailto:customercare@tacticaltraining.edu.au);
- An administration fee of \$250 will be retained in all instances to recover administrative costs;
- Learner Guides must be returned to TTA at the time of submitting a refund request. Learner Guides must be un-marked and in good condition to avoid incurring further costs;
- To be considered for a refund, an application must be submitted in writing at least 7 days before the first scheduled date of attendance. Requests received after this time are not eligible for a refund (for further options refer to **Cancellation after refund expiry period**);
- Refund requests received after the original scheduled date of attendance not entitled to a refund (for further options refer to **Cancellation after refund expiry period**);
- The refund period does not reset upon deferral of scheduled training dates.

## 5.6 Refund terms for flexible or external study programs

- Refunds will not be granted automatically; clients are expected to be aware of work and personal commitments before enrolling, and will need to demonstrate that the cause of the withdrawal could not be reasonably anticipated before enrolment;
- All requests for refunds are required to be made in writing, addressed to the Administration Manager, Unit 3/190 Glynburn Road, Tranmere SA 5073 or via email to: [customercare@tacticaltraining.edu.au](mailto:customercare@tacticaltraining.edu.au);
- An administration fee of \$250 will be retained in all instances to cover resources, printing and administrative costs;
- Learner Guides must be returned un-marked and in good condition to avoid incurring further costs;
- To be considered for a refund, an application must be submitted in writing no later than 7 days after their commencement/enrolment date to be eligible for a refund. Requests received after this time are not eligible for a refund (for further options refer to **Cancellation after refund expiry period**);
- Learners who fail to commit to their study arrangement will not be eligible for a refund;
- Learners are permitted up to 12 months to complete external study programs;
- Requests for extension of time must be made by submitting a letter to TTA and will be considered on an individual basis; and
- Additional fees may be incurred to replace materials that have been lost, stolen, damaged, or in the event the relevant training package has been superseded and is outside of the teach-out transition period.

## 5.7 Refund terms for short courses

- Learners are required to provide notice in writing at least 3 days before the scheduled short course training day if they are unable to attend, or would like to defer training dates;
- Where 3 days' notice is provided learners may be eligible to refunded 75% of the full course fee;
- An administration fee of 25% will be retained in all instances to cover administrative costs;
- Failure to attend a scheduled training day without notice will result in the forfeiture of their place on the course and the full course fee;
- In the event of extenuating circumstances, TTA will consider each case on an individual basis;
- Where 3 business days' notice is not provided, a re-booking fee of 25% applies to provide a new training date.

## 5.8 Refund terms for RPL applicants

- All requests for refunds are required to be made in writing to the Administration Manager, TTA, who will consider and make recommendation on the eligibility for refund;
- Refund requests submitted within 7 days after the issue of the RPL Assessment Guide to the learner will be considered on an individual basis;
- Where 5 days' notice is provided learners may be eligible to refunded 75% of the full course fee;
- An administration fee of 25% will be retained in all instances to cover administrative costs;
- Applicants who fail to submit their RPL assessment and evidence portfolio within 12 months of enrolling will forfeit all fees paid in advance and their right to assessment.

## 5.9 Cancellation after refund expiry period

Clients failing to request refund within the designated time periods are provided with a number of alternative options as detailed below:

- Learners may defer course to a later date:
  - Limited to 2 deferrals without incurring additional course fees;
  - Clients deferring more than 2 times will incur a re-booking fee for each additional deferral;
  - Training must be completed within 12 months of the original enrolment date; and
  - Where a course has been superseded and is in transition to the newest version, fees will apply to cover the costs associated with replacement of course materials.
- Learners may transfer their course to an alternative study option, such as:
  - External Study via workbooks;
  - External Study via eLearning (if available);
  - In all instances, all external study options incur a non-refundable \$100 transfer fee; and
  - ELearning study option incurs additional cost in relation to supply of eLearning learning resources;
- Learners may nominate, in writing, another person to attend the course as their replacement.
  - Nominations for replacement learners must be made in writing by the original learner/client;
  - It is the responsibility of the learner to nominate a person to take their place;
  - It is the responsibility of the learner to make arrangements with the nominated person to recover fees from them personally;
  - The replacement learner will be subject to the terms, conditions, rights and responsibilities of enrolment of the course; and
  - Where replacement course materials are required to be supplied additional costs will be incurred; and
  - TTA takes no responsibility to provide a replacement learner on behalf of the original learner/client.
- In all circumstances, failure to notify a cancellation in the specified time will result in the forfeiture of fees.

### 5.10 Refund terms where course fees are funded by a third party agency

- All requests for refunds are required to be made in writing to the Administration Manager, TTA, who will consider and make recommendation on the eligibility for refund;
- Negotiations for refund arrangements will be made with a representative of the funding agency only;
- Any eligible refunds will be issued to the paying agency only;
- Refund requests will be considered on an individual basis and are subject to the terms set out in **Clauses 5.4 to 5.9** of this policy.

### 5.11 Cancellations made for CORPORATE GROUP BOOKINGS

- Notifications of cancellations, refunds and requests for transfers must be made in writing to [accounts@tacticaltraining.com.au](mailto:accounts@tacticaltraining.com.au);
- In the event of a cancellation, Tactical Training (Australia) Pty Ltd will refund in full, the fees paid if notice is provided in writing of a cancellation more than 10 working days prior to the program commencement date;
- In the event of a cancellation where less than one working day (24 hours' – Mon-Fri) notice prior to the program commencement is provided, an administration charge of \$350.00 (incl. GST) will apply;
- In the event of a cancellation, any fees already incurred by Tactical Training (Australia) Pty Ltd in relation to the program that cannot be refunded or rearranged, will be at the expense of the client (i.e. airfares, freight (for training resources) accommodation and car hire, etc.) if applicable.

### 5.12 Cancellations made by the RTO

Where practicable TTA will provide 3 days' notice in the event of a postponement of a Short Course. Learner/Client rights and obligations:

- Learners/clients will be enrolled to the next available date for training at no further cost to them;
- If less than 3 days' notice is provided by TTA, and where it is not practicable for the learner/client to postpone training, the learner/client shall be entitled to a full refund fees paid in advance; and
- As per the provisions of this policy, request for refund must be submitted in writing to TTA.

### 5.13 Weather policy

TTA reserves the right to postpone any short course where extreme or unsafe weather conditions are forecast:

Extreme weather includes, but is not limited to:

- Extreme high temperatures;
- Heavy rain; and/or
- Electrical storms;

Courses that are affected by weather policy include:

- Practical components of Fire Extinguisher/First Response Equipments, Emergency Warden and/or Chief Warden Programs will be postponed accordingly in the event of local and state fire bans and restrictions; and
- Canine Handling course, practical component – extreme weather policy applies to this program. The practical component of this program is also subject to postponement on days where the temperature forecast is for **30 degrees Celsius** or higher.

## 5.14 Withdrawals, Discontinuance, Non-completion and Non-disclosure

All learners, including fulltime, external, and individuals enrolled for short courses, (nationally accredited or non-accredited) who neglect to complete any aspect of training in part or in full, forfeit their training without right to refund.

This includes learners who:

- Fail to provide prior notice of non-attendance according to the terms of this policy; and/or
- Fail to attend make-up days or rescheduled training days; and/or
- Fail to respond to contact attempts made by TTA in relation to rescheduling training; and/or
- Fail to respond to contact attempts made by TTA to follow up progress of external training components; and/or
- Fail to complete and/or submit learner assessment activities within the course completion timeframes as detailed in this policy; and or
- Fail to commit to their study arrangement; and/or
- Fail to provide identification information required for the creation of a Unique Student Identifiers (USI) or a valid USI; and/or
- Fail to finalise any outstanding or overdue payments owing to TTA.

## 5.15 Refund procedure

Upon receipt of a written refund request:

- Customer Care team are required to collect the following from the person submitting the request the following information:
  - Written request and original Tax Invoice from learner;
  - Learner's file;
  - Refund Request Form (completed Customer Care team member); and
  - Details regarding method of payment.
- This information must be forwarded to the Administration Manager, who shall investigate the request and determine outcome based on the conditions of this policy;
- If not-eligible – client is advised of alternative options as disclosed in **Clause 5.9 Cancellation after refund expiry period**;
- If eligible – client advised of the refund amount and method in accordance with the terms of this policy;
- The accounting process will be performed by the Administration Manager via TTA's financial management system as per the documented procedure;
- Financial records are retained and archived by the RTO as per legislative requirements;
- Following the refund process:
  - The learner will be removed from any future training occurrences in the RTOs student management system;
  - The learner will be withdrawn from enrolment as per the data reporting requirements; and
  - The learner's file will be archived according to the RTOs records management process.

## 6. POLICY PROMOTION

Access to this Policy is accessible:

- To staff members, including Trainers and Assessors, via the Public Drive on the Server;
- To learners in hard copy format, upon request to the TTA Customer Care team;
- Terms of this policy are promoted in learner information and throughout learner's induction appointment;
- Available to learners and other clients of TTA through publication in Terms & Conditions on [www.tacticaltraining.edu.au/information/terms-and-conditions](http://www.tacticaltraining.edu.au/information/terms-and-conditions).

## 7. REVIEW OF POLICY

The *Refund Policy and Procedure* shall be kept under review by the Compliance Manager of TTA and shall be updated on needs basis.

## 8. ENDORSEMENT

**This Policy was approved:** 14th day of June 2016

**Approved by:** Compliance Manager  
Chief Executive Officer