



POLICY 5

REFUND POLICY AND PROCEDURE

Last reviewed: February 2020

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1. SCOPE

In accordance with compliance requirements under the conditions of registration in the *Standards Registered Training Organisations 2015* (the Standards), *Standard 5*. Tactical Training (Australia) Pty Ltd (TTA or RTO) has a responsibility to provide and ensure students 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 students/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 student, internal or in-class*, means the first scheduled day of attendance of classroom-based training. For an *external study or flexible study* student 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 students enrolling into a course or qualification to secure their place on the program.

Flexible Study (or External Study) refers to a student who is enrolled/registered to complete a qualification over a period of time (e.g. over a course a several months rather than a block of training). Flexible study is available for qualification courses only.

Fulltime Study refers to students who enrol to participate in a block of classroom training, completing all contact days within the designated timeframe. Fulltime programs include: Certificate II in Security Operations, Certificate III in Close Operations and the Screening (Security, Aviation & Maritime Program).

Student (or learner) 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 (the website) within the Courses menu
- Published on marketing brochures that are available from the Customer Care team upon enquiry and on the website
- 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
- 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
- Refund Policy and Procedure will be made available for clients upon request

5.4 General terms of refund

- Individuals requesting refunds must return the original receipt of payment (tax invoice and if paid via EFTPOS, said receipt) 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 processed as follows:
 - Refunds via EFTPOS are transferred onto the card from where there was an initial valid transaction on that card (for amounts of no greater than \$1,000) (The client must present to TTA with the card for the refund to be processed)
 - Where the refund amount is over \$1,000 the refund will be issued via EFT
 - Where the initial valid transaction was made by a person other than the student, or where payment has been made via telephone, the refund will be processed via EFT
 - 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 Tactical Training (Australia) Pty Ltd, Unit 3/190 Glynburn Road, Tranmere SA 5073 or via email to: 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 prior to the first scheduled contact day. 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 first scheduled contact day or upon commencement of online or hard copy assessments are 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 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 Tactical Training (Australia) Pty Ltd, Unit 3/190 Glynburn Road, Tranmere SA 5073 or via email to: 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
- Refund requests must be submitted in writing no later than 7 days after the initial enrolment date to be considered for a refund. Requests received after this time are not eligible for a refund (for further options refer to **Cancellation after refund expiry period**)
- Students who fail to commit to their study arrangement will not be eligible for a refund
- Students 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
- 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

- Refund and deferral requests must be submitted in writing at least 3 days prior to the scheduled contact days
- Where 3 days' notice is provided students may be eligible to refunded 75% of the full course fee
- An administration fee of 25% will be retained in all instances to recover administrative costs
- Failure to attend a scheduled training day without notice will result in the forfeiture of 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

- Refund requests must be submitted in writing no later than 7 days after the initial enrolment date to be considered for a refund
- An administration fee of 25% (up to a maximum of \$250) 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
- Each case will be considered on an individual basis

5.9 Cancellation after refund expiry period

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

- Students 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
 - 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
- Students may transfer their course to an alternative study option, such as flexible study:
 - In all instances, a non-refundable \$100 transfer fee will apply
 - Additional costs will apply where a student transfers into a course of greater monetary value than the original enrolment
 - Additional cost may be incurred for supply of additional or alternative learning resources
- Students may nominate, in writing, another person to attend the course as their replacement.
 - It is the responsibility of the student to nominate a person to take their place
 - Nominations for replacement students must be made in writing by the original student/client
 - It is the responsibility of the student to make arrangements with the nominated person to recover fees from them personally
 - The replacement student will be subject to the terms, conditions, rights and responsibilities of enrolment of the course
 - Where replacement course materials are required to be supplied additional costs will be incurred
 - TTA takes no responsibility to provide a replacement student on behalf of the original student/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 be considered for eligibility of 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.edu.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 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. Student/Client rights and obligations:

- Students /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 student/client to postpone training, the student/client shall be entitled to a full refund fees paid in advance
- 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
- 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

- 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 students, 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 students who:

- Fail to provide prior notice of non-attendance according to the terms of this policy
- Fail to attend make-up days or rescheduled training days
- Fail to respond to contact attempts made by TTA in relation to rescheduling training
- Fail to respond to contact attempts made by TTA to follow up progress of external training components
- Fail to complete and/or submit assessment activities within the course completion timeframes as detailed in this policy
- Fail to commit to their study arrangement
- Fail to provide identification information required for the creation of a Unique Student Identifiers (USI) or a valid USI
- 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
 - Original Tax Invoice and EFTPOS receipt (where applicable) from the student
 - Student's file
 - Refund Request Form (completed Customer Care team member)
 - Details regarding method of payment
- This information must be forwarded to a manager for further investigation of the request and determination of an 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 student will be removed from any future training occurrences in the RTOs student management system
 - The student will be withdrawn from enrolment as per the data reporting requirements
 - The student'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 students in hard copy format, upon request to the TTA Customer Care team
- Terms of this policy are promoted in information provided and throughout student's induction appointment
- Available to students and other clients of TTA through publication in Terms & Conditions on 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: 19th day of February 2020

Approved by: Compliance Manager
Chief Executive Officer