

REFUND POLICY AND PROCEDURE



1. SCOPE

In accordance with the *Standards for Registered Training Organisations 2015*, *Standard 5.3*, this policy encompasses the systems used for processing refund and cancellation requests and providing alternative options where a refund is not available.

2. AUDIENCE AND APPLICABILITY

The *Refund Policy and Procedure* is applicable to all TTA staff involved in administrative procedures and financial handling.

This policy sets out the commitment of TTA to ensure learners have access to information about their right to obtain a refund in compliance with **Clause 5.3(c)** of the *Standards for Registered Training Organisations 2015*.

3. PURPOSE

The purpose of this policy is to ensure that TTA management systems remain effective and efficient in their operation and are compliant with the *Standards for Registered Training Organisations 2015*. The following information supports the application of the *Refund Policy and Procedure* in alignment with *Clause 5.3* of the *Standards*.

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 or the commencement of training and assessment, whichever comes first, specifying:

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

This policy will ensure that individual learners will have access to refund and cancellation options and will be made aware of these rights prior to enrolment.

4. DEFINITIONS

The glossary at the beginning of the **Standards for Registered Training Organisations 2015**, defines certain words and expressions which have specific meaning in the *Standards*. TTA and all staff will defer to the definitions as published in the *Standards* where relevant.

Words and expressions that remain undefined in the *Standards* take on dictionary meaning under the direction of the *Australian Skills Quality Authority (ASQA)*.

For this policy document, TTA has identified the necessity to define the following expressions:

Commencement Date for *fulltime, internal, or in-class learners*, commencement date means the first scheduled day of attendance of classroom-based training or the first-time logging onto and commencing an online unit of study, whichever comes first. 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.

External study refers to a learner who is enrolled in a program where there are no requirements to attend face to face training sessions. The only training product that this relates to is the 'Business Plan' program.

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 refers to a learner who is enrolled / registered to complete a qualification over a period (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 learners 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 Certificate III in Security Operations.

Short Course means a course of 1- or 2-day duration. Short courses include but are not limited to first aid and fire safety training.

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

5. **POLICY AND PROCEDURE**

The following information provides support for the application of the *Refund Policy and Procedure* in alignment with *Clause 5.3* of the *Standards*.

5.1 Disclosure of course fees

Course fees are disclosed via the following methods:

- Published on the website: www.tacticaltraining.edu.au (the website). Course fees are displayed on the course page, accessed via the Courses menu.
- Published on marketing brochures that are available from the Customer Care team upon enquiry and for download on the website course pages.
- Course fees are disclosed to clients upon enquiry via telephone, email, or face-to-face request.

5.2 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 placement in 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 is collected in advance as a deposit for any VET accredited qualification or course.
- Where a deposit has been paid, a scheduled payment plan will be organised for the remaining fees.
- Where payment is made by a person other than the learner, the name and contact details of this person will be recorded.
- Where a deposit for enrolment is received for, clients must have arranged scheduled practical dates within 3 months of the enrolment date.
- Course fees must be paid in full prior to issuing qualifications, statements of attainment or any other certificate.
- 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:

- The Refund Policy and Procedure is published on the website:
<https://www.tacticaltraining.edu.au/information/terms-and-conditions>
- Discussed with clients at the enrolment induction appointment prior to confirmation of enrolment.
- The Refund Policy and Procedure will be made available for clients upon request.

5.4 General terms of refund

- Individuals requesting refunds must provide 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 resources must be returned to TTA at the time of submitting a refund request and 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:
 - In all cases, other than a web-based payment, including where payment was made by a person other than the learner, the refund will be returned to the person who made the payment 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 will 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.
- If applicable, Learner resources must be returned to TTA at the time of submitting a refund request and 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 resources must be returned to TTA at the time of submitting a refund request and must be 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**).
- 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 flexible study programs where this study option is selected or up to 24 months for Certificate III in Investigative Services, Certificate IV in Security Management, and Diploma of Security Risk Management.
- Requests for extension of time must be submitted in writing, via letter or email to TTA and to 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*.

* also refer to the Transition of Superseded Training Products Policy and Procedure

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 be 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 Terms for RPL applicants

- A fee of 75% of the full course fee applies to all RPL assessments.
- Where gap training is required, RPL applicants will be required to pay a training fee per unit, up to a maximum of the full course fee for the qualification / unit of competency they are applying for.
- A minimum deposit of 50% of the RPL fee (whichever is relevant) is required upon enrolment / registration to initiate the RPL assessment and to receive resource 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 is collected in advance as a deposit for any RPL application.
- 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 6 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 a refund within the designated time periods are provided with several alternative options as detailed below:

- Learners may defer course to a later date:
 - Limited to 2 deferrals without incurring additional fees.
 - Learners deferring more than 2 times will incur a re-booking fee for each additional deferral.
 - Deferred training must be completed within 6 months (12 months for flexible study students) of the original enrolment date.
 - Where a course has been superseded and is outside of the teach-out transition period*, to cover the costs associated with replacement course materials, additional fees will apply.
* also refer to the Transition of Superseded Training Products Policy and Procedure
- Learners 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 learner 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.
- Learners may nominate, in writing, another person to attend the course in their place.
 - It is the responsibility of the learner to nominate the person to take their place.
 - Nominations for replacement students must be made in writing by the original learner / client.
 - It is the responsibility of the learner to arrange 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.
 - Where replacement course materials are required to be supplied additional costs will be incurred.
 - 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 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, any pre-paid fees 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.

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.
- 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 First Attack firefighting Equipment / , Emergency Warden and / or Chief Warden Programs. These 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 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.
- 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:

- The 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 – the client is advised of alternative options as disclosed in **Clause 5.9 Cancellation after refund expiry period.**
- If eligible – the 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.
 - The learner's file will be archived according to the RTOs records management process.

6. TRANSPARENCY

Prior to enrolment the following information will be available via the TTA website, information brochures, and/or through contacting the TTA Customer Care team:

- *45a Student Information Book (SO).*
- *45b Student Information Book (SRM)*
- *45c Student Information Book (INV)*
- *45d Student Information Book (RPL)*
- Student enrolment and induction procedures

7. POLICY PROMOTION

This Policy is accessible:

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

8. REVIEW OF POLICY

TTA will review the *Refund Policy and Procedure* every 12 months or on an as needs basis (whichever occurs first).

9. ENDORSEMENT

Prepared by: Compliance Manager
Approved by: Chief Executive Officer
Date of effect: 3rd September 2024
Next review date: September 2025