
Name: Refund Policy and Procedures
Endorsed by: Continuous Improvement Committee
Date approved: 12th January 2018
Review Date: 12th January 2019

PURPOSE

To provide an appropriate, systematic and transparent process for the management of client refunds.

SCOPE

The following policy and procedure covers the refunding of fees payable for training services provided within Dynamic Learning Services (DLS) scope of registration. The policy should be read in conjunction with the Fees and Charges Policy and Procedure. The following refund policy meets DLS's obligations under all approved funding requirements.

RELEVANT STANDARDS AND OTHER GUIDELINES

- Standards for Registered Training Organisations (RTOs) 2015 – 5.3, 5.4, 7.2 and 7.3.
- Smart and Skilled Contract Terms and Conditions October 2017
- Smart and Skilled Fee Administration Policy, October 2017
- Government of Western Australia Department of Training and Workforce Development - VET Fees and Charges Policy 2018 (Version 1.0, January 2018)
- Department of Education and Training Pre-Qualified Supplier Policy 2017-2018

RELATED DOCUMENTS

- Fees and Charges Policy
- Complaints and Appeals Policy and Procedures
- Refund / Withdrawal / Deferment Request Form

DEFINITIONS

Credit Transfer	Credit transfer is a process that provides credit for a unit of competency previously achieved.
Commencement	The term “commencement” in this policy refers to the first day of the first program attended by the client.
Deferment	Students defer their studies by either delaying commencement or taking time out before completing their course.
Refund	Process by which monies are returned to an individual for services not conducted.
Recognition of Prior Learning	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.
Withdrawal	A process by which the student makes a decision to cease training.

POLICY

Details concerning the DLS Refund Policy and Procedures are made available to prospective students and employers prior to enrolment and are publicly available on the DLS website.

1. When a refund may be given

A refund of all or part of the required fee or concession fee may be given to students in the following exceptional circumstances:

- Student or Employer has overpaid the advertised fee or concession fee
- A course has been postponed or cancelled by DLS
- Student formally advises DLS, at least seven (7) business days before classes commence and with no attendance or participation, that they wish to withdraw from the course
- If the student withdraws from a qualification but has completed all the requirements for a lower level qualification (which attracts a lower student fee), students will be refunded the difference in fees (providing the fees have been paid in full).
- DLS Management are of the opinion that the student would be unreasonably disadvantaged if a refund did not occur.

It is the discretion of the DLS Management to approve refunds in the event of extenuating and/or personal circumstances. In this event, the student will be offered a credit toward another course.

A deferment of enrolment may be granted in the following circumstances:

- Extended hospitalisation or illness (minimum 2 weeks), resulting in extended absence from classes supported by a medical certificate.
- Pregnancy/Childbirth (other than in cases of medical complication covered by the above).
- Serious unexpected incidents that would disadvantage the student from continuing their enrolment.
- DLS Management are of the opinion that the student would be unreasonably disadvantaged if a deferment did not occur.

Students who defer from subsidised training are only permitted a deferral of no more than six months from the date of receipt of written notice (using the Refund / Withdrawal / Deferment Request Form).

2. When a refund is not given

Circumstances not usually regarded as ground for a refund are when training has commenced, attendance has occurred and/or resources have been distributed.

2.1 Withdrawal from a Commercial or Government Subsidised

On withdrawal from a commercial or government subsidised course, the refund amount is determined as follows;

- Notification of withdrawal 7 business days prior to the course start date (withdrawal with no penalty), monies to be refunded in full
- Cancellation after training has commenced – Student is not entitled to a refund.

2.2 Withdrawal from Traineeships

If a student has withdrawn from a traineeship the amount of the refund will be determined as follows;

- If no visit with a DLS representative has taken place and/or no training resources issued, the employer/trainee is entitled to a full refund of the enrolment fee.
- If one or more visits have taken place and/or training resources issued, the employer/trainee is **not** entitled to a refund of the enrolment fee.

3. Recognition of Prior Learning and Credit Transfer

Applicants are entitled to a partial refund of fees (where necessary) where recognition of prior learning (RPL) and/or Credit Transfer has been granted after full course fees have been paid.

4. General Principles

- Tuition Assurance Scheme: DLS has a responsibility to protect the fees paid by students, in advance of the training and assessment services being delivered.
- The term “commencement” in this policy refers to the first day of the first program attended by the client.
- Generally, payment for any course booking is to be received in full or a 20% deposit and payment arrangement made prior to commencement of training. If a 20% deposit and a payment arrangement for the balance or full payment is not received prior to commencement, the student will not commence the course.
- Non-attendance without 7 business days’ notice, will generally incur full course cost.
- If a student wishes to transfer to another DLS course, written notice is to be provided no less than 7 business days prior to commencement of the course. Transfer must occur within three (3) months of the date of written notice (course prices are subject to change).
- If students wish to cancel a course booking, written notice is to be provided no less than 7 business days prior to commencement of the course.
- If a student commences a course, but does not complete the course, the full course fee is still payable. Refunds may be considered on a pro-rata basis for participants who fall ill or are injured to the extent that they can no longer undertake the course, providing a supporting Medical Certificate is supplied. Students who wish to finalise incomplete units of competency in a future course, may request for the original fee to be used as a credit towards that course within six months of initial payment.
- In all cases, a student may request a refund by completing a ‘*Refund / Withdrawal / Deferment Request Form*’ which is available on the DLS Website or by calling 02 4365 0040.
- Completed Refund / Withdrawal / Deferment Request Form must be submitted to:

The Compliance Manager
Dynamic Learning Services
PO Box 1047
Terrigal NSW 2260

- Approvals for refunds are at the discretion of DLS Management and may be negotiated on an individual case-by-case basis. In some situations, an agreement may be made with DLS Management for a reduction in the fees to be paid.
- DLS Management will process approved refund requests within 14 business days from the date of approval. DLS will pay the refund to the same person or body from whom the payment was received on behalf of the student.
- A copy of the Refund / Withdrawal / Deferment Request Form and payment details will be placed in the students file.

6. Complaints and appeals

In the event that the student is unhappy with the outcome of their application for a refund, the student is encouraged to contact DLS Management to discuss the situation. The Complaints and Appeals policy and procedure addresses DLS formal, systematic approach to complaints handling, providing a mechanism for lodging and ensuring a prompt, objective resolution of any complaints and/or assessments appeals. The existence of this policy and complaints and appeals processes does not stop students taking action under Australia's consumer protection laws.

PROCEDURE

