

## Refunds

<b>Purpose:</b>	This process has been developed to provide clear terms of payment and conditions of refunds.
<b>Reference:</b>	ASQA – Standards for Registered Training Organisations (RTOs) 2015 <ul style="list-style-type: none"> <li>• Clause 5.3 - Informing and protecting Learners</li> <li>• Clause 7.3 - Protecting pre-paid fees by students</li> </ul> SAS Policy
<b>When:</b>	This policy will be initiated to address client request for a fee waiver or refund.
<b>Definition/s:</b>	<p><b>Client</b> – the employer that has entered the training and assessment agreement for their employees to attend.</p> <p><b>Extenuating/Exceptional circumstances</b> refers to a learner’s lack of capacity and/or ability to progress through a course. These could include:</p> <ul style="list-style-type: none"> <li>• Serious illness or injury, where a medical certificate can be provided;</li> <li>• Bereavement of close family members such as spouse, children, parents or grandparents (where possible a death certificate should be provided); or</li> <li>• A traumatic experience which could include but is not limited to: <ul style="list-style-type: none"> <li>○ Involvement in or witnessing of a serious accident; or</li> <li>○ A crime committed against the learner.</li> </ul> </li> </ul> <p><b>Learner</b> – the employee of a client to undertake the training and assessment.</p>
<b>Scope:</b>	<p>This policy and procedure relates to refund requests regarding training and assessment services.</p> <p>Implementation will require reference to the following policies:</p> <ul style="list-style-type: none"> <li>• ENR01 Inform Learners</li> <li>• SAP01 Manage Complaints and appeals</li> <li>• SAP02 Learner Support</li> <li>• TAS06 Transition Training Products</li> <li>• TAS08 Conduct Effective Training and Assessment</li> <li>• COM01 Certification</li> <li>• REG11 Privacy</li> <li>• REG02 Records Management</li> </ul>
<b>Policy:</b>	<p>Clients and learners are informed of our terms and conditions for payments cancelation and refunds prior to any enrolments. This policy will be posted on our website.</p> <ul style="list-style-type: none"> <li>• The client has the terms and schedules as set out in the Client Training and Assessment Agreement (the contract). Terms within the contract supersede this policy.</li> <li>• The learner can view funding terms and fees on our website. This will be communicated in the Course Information Overview and Learner Handbook before enrolment and at induction before training commences.</li> </ul> <p><b>Payment Terms</b> Water Training Australia (WTA) will only invoice the client. Fees are payable in full within 28 days of invoice. Invoices will be issued according to the schedule set out in the Client Training and Assessment Agreement.</p> <p><b>Fee Protection</b> Fee protection requirements of the Standards for RTO’s does not apply as we do not collect fees from learners.</p> <p><b>Cancellation and re-booking</b></p>

In the event that training cannot be conducted on the day as planned, WTA will advise the client and the session will be re-booked at a time and place mutually agreed to with the client.

If a learner cannot attend a session, they will be offered another place in a session nominated by WTA. If there is no suitable alternative session or the learner does not attend the one nominated, WTA will offer a one-on-one session for an additional fee to the client.

WTA may, at its absolute discretion waive the additional fee if extenuating circumstances exist for the absence. The client will need to request the fee to be waived and provide evidence of extenuating circumstances that WTA reasonable requests to verify the claim. Learner absence due to annual leave bookings will not constitute extenuating circumstances.

#### **Variations**

The fees in the Client Training and Assessment Agreement are an estimate based upon information provided by the client at the time of quotation.

If the basis for fee calculation changes the fees will be adjusted on invoice.

Additional expenses will not be incurred without written consent from the client.

Where Learner fees are subsidised via Government Funding, Learners are required by the terms of that funding to meet the eligibility requirements. If Learners fail, neglect or refuse to meet those requirements then the Employer will be invoiced by WTA for the Fees that would apply for that Learner on "fee for service" basis (i.e. Training Fees as if the Government Funding had not applied).

The Employer may be invoiced a Late Submission Fee for each assessment submitted by a learner (their employee) more than three months after the end date. Water Training Australia shall be entitled to withhold the results of the Learners relevant assessments until the fee is paid.

Interest shall accrue on unpaid balances at a rate of 5% per annum.

#### **Refund Terms**

If and to the extent that Australian Consumer Law applies, WTA's services come with guarantees they cannot be excluded under the Australian Consumer Law.

For major failures with the service, clients will be entitled to:

- Cancel the remainder of the service contract with us.

For failures that do not amount to a major failure, clients are entitled to have the problems rectified in a reasonable time.

Clients and learners are entitled to appeal any decisions under this policy through our Manage Complaints and Appeals Policy posted on our website.

#### **Review**

This policy will be reviewed annually or as changes in legislation are identified.