

## Fees, Cancellations and Refunds Policy

### Definitions

'Company' refers to Improve Group.

'Contract' refers to any written agreement between the Company and other parties.

### Purpose

The purpose of the Fees, Cancellations and Refunds Policy is to describe how the Company fulfils its statutory obligations towards informing students and staff on the payment of fees by students, third parties, guarantors and/or organisations. The Company will apply this policy ethically, honestly and with fairness to all parties.

All fee-paying learners are guaranteed that paid fees will be kept in a separate account and accessed only when the service is rendered.

### Scope

This policy is applicable to;

- Individual students enrolled in government subsidised courses; fee for service and tailored solution programs, regardless of the mode of delivery (physical or virtual);
- Third parties/guarantors responsible for student fees and charges; and
- Students being assessed for Recognition of Prior Learning (RPL).

This policy does not apply to;

- Corporate Business Entities where training/assessment is conducted under contractual arrangements.

A client/student specific course can be created as a specific course at the discretion of the RTO or Operations Manager. The terms of that specific course will be enclosed with the proposal for training in the specific course and will override the above mentioned policy. Any course held as a result of the preparation and signing of a Company Client Proposal is subject to 'Service Cancellation and Postponement' conditions.

Should a student have a complaint with the application of this policy, they may take action in accordance with the Company's ['Complaints and Appeals'](#) procedures.

### Fees Policy

The Company will;

- Provide prospective students with access to this policy prior to enrolment via the region's website;
- Only accept applications for enrolment in writing;
- Apply the principles as stated in this policy;
- Charge an administration fee, where applicable.

## Fees and Payment

- The Company will deliver the Training Program for the fee specified in the contract;
- Payment of the fee will be made in the manner and timeframe set out in the contract;
- Invoicing will be as per the contract for service payment terms;
- Invoice values may vary if participant numbers change during the program. Any changes to invoice values will be agreed by both parties;
- Payment is required within 14 days of date of invoice;
- Improve Group will only collect up to \$1500 fees prepaid from a learner prior to attendance as per Standard 7, clause 7.3.

## Refund Policy

### Refund Principles

The following principles apply when considering a Request for Refund;

- Program Cancellation (Government Funded, FFS & Tailored Solutions);
  - If a program/unit of competency is cancelled by the Company before it commences, the student will be notified and full refund paid. Students are not required to complete a Refund Request and no administration fee is applicable.
- Defaults;
  - If (in the unlikely event) the Company is;
    - Unable to deliver a program in full;
    - The program offered does not commence on the agreed starting date and is unable to be rescheduled;
    - Stops being provided after it commences and before it is completed;
    - Is not provided fully to the student because of a sanction imposed by the national VET regulator; or
    - Is not delivered as advertised/marketed.
  - The student will be offered;
    - A full refund; or
    - A place in an equivalent program such that the new location is suitable and the student receives the full services for which they have paid at no additional cost.

If, following investigation, a student has been overcharged/an error exists within the student management system, a refund of the applicable amount will be paid. No administration fee is applicable.

### Cooling Off Period (Apprentice/Trainee Contracts)

If a training contract is signed and the signee then changes his/her mind, protection is provided the under Australian Consumer Law;

- There is a ten (10) business day cool-off period to cancel the agreement, starting from the first business day after the agreement document is received;
- The agreement may be terminated verbally or in writing any time during the cooling-off period. Written termination can be delivered personally, sent via post, emailed or sent via fax. The agreement will be cancelled from the day notice is given;
- The Company will promptly return or refund any money already paid under the agreement.

## Refund before or on the start date (Government Funded and FFS)

If a student cancels enrolment before or on the start of study date, a full refund will be paid. An administration fee is applicable.

NOTE: This section does not apply if a student contribution fee payable on the cancelled enrolment must be applied to reduce the fees payable on a later enrolment.

## Refund request after start of training (Government Funded and FFS)

Generally speaking, with the exception of the event of the death of a student, fees and charges are not refunded if a student withdraws after the start of training program. A student may apply for consideration of a refund should there be extenuating circumstances such as;

- The student suffers an illness or injury preventing them from completing the program (excludes pre-existing conditions; illness or injury);
- Exceptional circumstances prevent the student from completing the program;
- The student enrolled in a FFS program and has subsequently gained employment as an apprentice/trainee and is transferring their enrolment to an equivalent enrolment with the Company under their apprenticeship or traineeship;
- If within the first five (5) weeks of commencing the program, the student successfully applied for and received credit transfer.

NOTE: Being unwell for one (1) week of the term does not provide sufficient evidence of being unable to complete the program. Students must make every effort to complete the program including requesting an extension, before consideration will be given regarding a refund. Any application for refund based on medical grounds must include a doctor's certificate that indicates it is reasonable to assume that the illness/injury prevented completion of the program and that the illness/injury was not a pre-existing condition. Medical certificates must be submitted within five (5) working days of submitting a Change of Enrolment request. All refund requests must be received prior to completion of study and be supported by documentary evidence. Each application will be assessed based on the documentary evidence provided and a refund applied at the discretion of the RTO and Operations Manager.

## Client Solutions Tailored Program

A full refund will be paid if enrolment is cancelled no later than five (5) business days before the program commences. An administration fee is applicable. No refund is applicable if the enrolment is cancelled four (4) or less business days before the program commences.

NOTE: This section does not apply if student contribution fees payable on the cancelled enrolment must be applied to reduce the fees payable on a later enrolment.

## Recognition of Prior Learning students

If a student cancels their RPL assessment;

- Before the Training and Assessment Plan has been completed, a full refund will be paid;
- After student and assessor have signed and completed the Training and Assessment Plan, no refund is applicable (except in extenuating circumstances). An administration fee is applicable.

## Internal Company Procedure

- No Company employee, other than the delegated Management team, has the authority to discuss refunds or reduced rates for training to clients. It is only the right of the Management team to make offers of refund, reduced rate of training or ability to cancel;
- All client requests for cancellation or rescheduling must be directed in writing to admin@improvegroup.com.au. No Company employee may discuss refunds, reduced rates of training or client ability to cancel;
- The enrolment or accounts officer will then in turn respond to the client to advise of terms and conditions and any refunds, transfer of funds or charges. This will be done within 24 hours of receipt of written notification being received;
- Any client contact with regards to cancellation must be entered into the student management system under the “Client Logbook” notes page for easy reference;
- Client documentation (i.e enrolment forms, invoices) affected must be moved appropriately or destroyed. This is to be performed by the enrolments and accounts officers.

## Groups Bookings

- Change to cancelled status if course is cancelled;
- The trainers name to be removed so as the schedule calendar does not show a colour;
- Notice of cancellation is to be attached to the proposal. No need to keep a copy or the notice, if there has not been an invoice generated. If an invoice has been generated, attach to the copy of the invoice.

## Complaints and Appeal Procedures

If a student has a complaint with any aspect of their training, they are requested to follow the steps within Company’s [Complaints and Appeal Policy & Procedures](#).

## Cancellation Procedure

