

**\*\* Notice: As of February, 2022, Students completing traineeships with TLC Learning and are employed by a TLC Facility, will have a \$0 fee attached to their training course.**

**\*\* Note: TLC Learning only offer training qualifications to students on traineeships and employed by TLC Aged Care, and do not offer training qualifications to external students or organisations.**

**If in a situation that TLC Learning begins to charge students, the following procedure will be in place:**

### **1. Purpose statement**

TLC Learning is committed to providing assurance to its student and clients by assuring at all times that its courses will be delivered, quality training assessment and support services provided and students' fees protected. TLC Learning believes that no student should be financially disadvantaged and is therefore committed to working within a fair, equitable and transparent framework in regards to giving refunds of payments where appropriate for all courses offered by TLC Learning.

TLC Learning will at all times, operate in full compliance with all legislative, regulatory and VET Quality Framework (VQF) requirement in regards to the provision of information about fees (which includes protection and refunds) to clients and students.

### **2. Scope**

This policy applies to all students, either enrolling or re-enrolling in courses/ qualifications at TLC Learning and TLC Learning staff.

### **3. Policy statement**

To ensure:

- Students and prospective students have access to transparent information about TLC Learning's fee refund policy and the circumstances in which refunds are paid, in whole or in part, on tuition and/or course fees already paid
- That TLC Learning staff properly apply the policy and procedures for refunds of tuition and course fees to students so that all students are treated fairly with integrity when applying for refunds.

### **4. Policy**

TLC Learning may accept payment of no more than \$1000 from each individual student prior to the commencement of a course. Following course commencement, TLC Learning may require payment of additional fees in advance from the student but only such that at any given time, the total amount required to be paid which is attributable to costs yet to be incurred on behalf of the student for tuition or other services yet to be delivered to the student does not exceed \$1,500.

In circumstances where TLC Learning is unable to complete or commence delivery of training (TLC Learning default) or where the student decides to withdraw from, or cancel their training enrolment, or is withdrawn/cancelled by the RTO (student default) a refund for tuition fees already paid may be refunded, in whole or in part, to the student. Refunds if applicable, are to be paid within 28 days of the receipt of an application and relevant documentation is to be recorded on the student's file.

#### **TLC default – refunds where TLC Learning cannot complete delivery of a course**

In the unlikely event that TLC Learning is unable to deliver a course in full, the student will be offered a refund of the undelivered training hours for which fees have been paid. Alternatively, the student may be offered enrolment in an alternative course by TLC Learning (if eligible). The student will have the right to choose whether they would prefer a refund of residual tuition fees or accept a place in another course.

### **TLC default – refunds where TLC Learning cancels a course**

Where TLC Learning cancels a course the student is entitled to a full refund of any tuition fees paid prior to the date of cancellation.

Refund applications must be completed and either sent or delivered in person to the TLC Learning Manager for approval. Refunds will be made within 28 days of receipt of application and will include a statement explaining how the refund was calculated.

### **Student default – withdrawal by a student more than 7 days prior to course commencement**

Students will be entitled to a full refund of their tuition fees (upon return to TLC Learning of any resources supplied for the course) if they withdraw from the course with more than 7 days prior to the course commencement.

### **Student default – withdrawal by a student within 7 days of course commencement**

Students who withdraw from a course within 7 days of a course commencing will be granted a refund of 50% of the charged tuition fee.

### **Student default – withdrawal by a student 7 days or more after course commencement**

Students who withdraw from a course 7 days or more after the course commences will not receive a refund of their tuition fees.

### **Other refunds**

#### **Other refunds may also occur when:**

- The student has overpaid the set tuition fee or enrolment fee. In that case, the difference will be refunded
- When the student has paid the full fee and then provides evidence of a health care card valid at the time of course commencement within 5 working days of the course commencement, the difference will be refunded.

TLC Learning reserves the right to grant refunds in other circumstances as it sees fit. Such decisions are only to be made by the Chief Financial Officer and the TLC Learning Manager.

### **Appeals**

Refund applicants dissatisfied with TLC Learning's decision in relation to their refund request may choose to lodge an appeal under TLC Learning's complaints and appeals policy. This policy and form are available upon request from TLC Learning administration and on the TLC Learning website.