

## 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(TLC Learning default) or where the student decides to withdraw from, or cancel their training enrolment, or is withdrawn/cancelled by the RTO (student default) a refund for tuition fees already paid may be refunded, in whole or in part, to the student.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.

## **Student default – where a student withdraws or is withdrawn from a course or cancels their enrolment**

Where a student withdraws is withdrawn or cancelled from a course, TLC Learning's *withdrawal/cancellation form* must be completed by the student (or by the TLC Learning Manager if the student is not able to be contacted) along with TLC Learning's *refund application form*.

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.

## Implementation

### 4.1 Roles & responsibilities

#### 4.1a CEO

Authorization of fee refund policy and all related procedures and documentation.

#### 4.1b Chief Quality Officer

Ensuring systems and processes are in place for compliance with all relevant legislative, regulatory and statutory requirements, professional standards and guidelines.

#### 4.1c Chief Financial Officer

Approve fee refund policy and all related procedures and documentation before submitting to the CEO for authorization.

#### 4.1d Chief Operating Officer, Chief Human Resources & Industrial Relations Officer

Contribute to the approval of the fee refund policy and all related procedures and documentation as related to area of operational/business responsibilities.

Ensuring implementation an evaluation of access and equity principles.

## 4.1e TLC Learning Manager

- Implementation of policy and relevant procedures
- Implementation of relevant inductions to ensure staff practices are compliant
- Ensuring staff compliance with relevant policies and procedures and protocols through implementing audits and analysing relevant data trends
- Receiving and acting upon client, student and other stake holder feedback.

## 4.1f All staff

Keep informed of all relevant current TLC Learning policies and procedures.

Attend relevant induction sessions.

## 4.1g Quality and information coordinator

Review policy at a minimum of 2 years and/or in alignment with legislative or statutory changes.

## 4.2 Relevant stakeholders

### 4.2a Clients and students enrolled in TLC Learning's training programs

## 5. Definitions

### 5.1 Item 1 – TLC Learning default

TLC Learning default occurs when:

- The course does not begin on the agreed commencement date
- The course ceases to be provided at any time after it commences but before it is completed or
- The course is not provided in full to a student because a sanction has been imposed by ASQA on the RTO.

### Item 2 – Enrolment

The recording of a student's qualification(s)/program(s) and unit(s) of study for a specified enrolment period.

### Item 3 – Tuition fee

A fee paid by the student prior to commencement of a course to cover administrative costs in establishing a student record, training plan and other costs.

### Item 4 – Student

An individual enrolled with TLC Learning who is receiving, responding to and processing information in order to acquire and develop competence. This incorporates the processes of preparing and presenting for assessment.

## Item 5 – Student default

Student default occurs when TLC Learning refuses to provide or continue a course to a student due to one of the following:

- A student not commencing a course on the agreed start date
- A student cancelling or withdrawing their enrolment in a course (this includes an abandonment of the course before its completion)
- A student failing to pay an amount he or she was liable to pay to TLC Learning, directly or indirectly, in order to undertake a course
- A serious breach of the code of conduct (as defined in the student handbook) by a student.

## Item 6 – RTO

TLC Learning is a registered training organisation registered by ASQA meaning TLC Learning can deliver training nationally.

## Item 7 – Cancellation

Cancellation of studies occurs when a student has left the program providing formal notification or if the TLC Learning Manager has identified that the student is no longer fit for study, due to absenteeism or a serious breach of the code of conduct.

### 6. Related/relevant legislative/policy frameworks

- 6.1 Standards for Registered Training Organizations (RTOS) 2015
- 6.2 National Vocational Education and Training Regulator Act 2011 (Cwt.)
- 6.3 Australian Skills Quality Authority (ASQA)

### 7. Related documents

- 7.1 Access and Equity Policy
- 7.2 Issuance of Qualifications Policy and Procedure
- 7.3 Complaints and Appeals Policy and Procedure
- 7.4 Cancellation or withdrawal of a student
- 7.5 Enrolment Policy
- 7.6 Fees and Charges Policy and Procedure
- 7.7 Financial Management Policy
- 7.8 Student Payment Plan Agreement
- 7.9 Student Agreement and Statement of Fees Form

- 7.10 Refund Application Form
- 7.11 Withdrawal/Cancellation form
- 7.12 Disciplinary Policy and Procedure

## Procedural steps

- 1.1 Student decides to withdraw from training course**
  - 1.1a The TLC Learning Manager advises the student that they must complete a *withdrawal/cancellation form*.
- 1.2 Manager – TLC Learning provides the student with a refund application form.**
  - 1.2a Once the *withdrawal/cancellation form* is completed, the student is to be provided with a *refund application form*. The TLC Learning Manager should refer the student to the refund policy and if necessary provide a copy for their reference.
- 1.3 Manager – TLC Learning advises TLC's finance department of student withdrawal**
  - 1.3a The TLC Learning Manager advises the TLC finance department of a student withdrawal so that any outstanding invoices can be followed up and any future instalments withdrawn.
- 2.1 Student complete refund application form and submits it**
  - 2.1a Student must complete and sign the *refund application form* and submit it to TLC Learning Manager.
- 3.1 Manager – TLC Learning assesses application**
  - 3.1a The TLC Learning Manager assesses the application for refund and makes the final decision. The TLC Learning Manager notifies the TLC finance department of any refund payable to be paid within 28 days.
- 4.1 Manager – TLC learning advises the student of the outcomes**
  - 4.1a The TLC Learning Manager provides written advice to the student on the outcome of their application including a statement on how any refund was calculated. A copy of the letter will be filed in the student's file. If the application is unsuccessful, the TLC Learning Manager is to provide advice to the student of TLC Learning's *complaints and appeals policy and procedure* and a copy of the *complaint form*.

## 5.1 The student receives a refund in whole or in part

- 5.1a The refund to the student is to be paid by TLC finance department within 28 days of receipt of the refund application. It is to be paid into the account nominated by the student.

## 6.1 The student is not satisfied with the decision

- 6.1a The student can appeal the decision using the procedure outlined in TLC Learning's complaints and appeals policy and procedure form. Any further determination is subject to this process.

## 7.1 The student is issued a qualification

- 7.1a TLC Learning Manager shall audit the student's file and determine if the student has satisfactorily achieved competency for any of the units that they have enrolled in. A qualification will be issued representing what the learner has achieved up to point of withdrawal from the course. Copy of the qualification is to be placed on the student's file.

## 8.1 Student records will be updated

- 8.1a The following student records will be updated by:

- Filing the student's "withdrawal/cancellation form and refund application form in the student's file
- Amending the student's status in the student management system in terms of competencies that are Satisfactory/Not Satisfactory and amend their status to "withdrawn" in the student management system
- Amending the training plan to reflect withdrawal from the course by entering "W" against the competencies that will not be completed after withdrawal
- If a trainee cancel the training agreement using the VRQA traineeship cancellation form which must be signed by the student (trainee and their employer) and a copy placed on file.

## Responsibilities

### TLC Learning Manager

- Advises and provides a student with a *withdrawal/cancellation form* if the student decides to withdraw from the course
- Provides the student with a *refund application form* and refers the student to TLC Learning's refund policy and if necessary provide the student with a copy

- Advises the TLC finance department of the student withdrawal to enable the follow up of any outstanding invoices and withdrawal of any future instalments
- Assesses the student's application for refund and makes the final decision on whether a refund is to be paid in full or in part
- Advises the finance department of any refund payable which is to be paid within 28 days
- Advises the student in writing of the outcome of their application including a statement on how any refund was calculated
- If the student is not satisfied with the decision, refer the student to TLC Learning's and appeals policy and procedure form
- Issue the student a qualification once their file has been audited and any outstanding fees have been paid
- Update/amend the student's file
- Advise the student's employer if they are a trainee that they have withdrawn from their traineeship.

## Definitions and abbreviations

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### **Student default – where a student withdraws or is withdrawn from a course or cancels their enrolment**

Where a student withdraws, is withdrawn or cancelled from a course, TLC Learning's *withdrawal/cancellation or suspension form* must be completed by the student (or by the TLC Learning Manager if the student is not able to be contacted) along with TLC Learning's *refund application form*. Refund applications must be completed and either sent or delivered in person to TLC Learning's corporate address.



Refunds will be made within 28 days of receipt of application and will include a statement explaining how the refund was calculated.

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