

## 1. Purpose Statement

TLC Learning is committed to providing assurance to its learners and clients by assuring at all times that its courses will be delivered, quality training assessment and support services provided and learners' fees protected. TLC Learning believes that no learner 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 to learners.

## 2. Scope

This policy applies to all learners, either enrolling or re-enrolling in a course at TLC Learning Pty Ltd.

## 3. Policy Statement

To ensure:

- Learners and prospective learners 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 other fees to learners so that all learners are treated fairly and with integrity when applying for refunds.

## 4. Policy

TLC Learning may accept payment of no more than \$1,500 from each individual learner prior to the commencement of a course. Following course commencement, TLC Learning may require payment of additional fees in advance from the learner 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 learner for tuition or other services yet to be delivered to the learner does not exceed \$1,500.

Goods and Services tax (GST) is not applicable for Tuition Fee (including any Administration/Enrolment fee).

Students can pay the course fee by an approved Payment Plan (only when student is enrolling in a full qualification). This may incur additional fees charged by an external payment-plan provider (such as DebitSuccess). DebitSuccess provides flexible weekly / fortnightly / monthly payment options via direct debit:

- \$12 initial setup fee (student account)
- 4% plus GST service fee for each successful direct debit transaction (5.25% if Amex)
- \$14.95 for rejection or reversal of the payment

**NOTE:** The above fees & charges are charged directly to the student by DebitSuccess and may change as this is not in control of TLC Learning. Student will be advised of any changes in the fees and charges of DebitSuccess as soon as possible after TLC Learning is made aware of these.

The testamur documentation (e.g. Certificate / Statement of Attainment) may not be issued to student unless all course fee is paid in full.

The fee for re-issuing testamur documentation (e.g. Certificate / Statement of Attainment) is \$30 incl. GST per-course per re-issue request, payable on receipt of a written request.

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## 5. Refunds

Refund applications **must** be completed and submitted to TLC Learning Manager (either by post or via email) for approval. Approved refunds will be made to applicant's nominated bank account within 28 days of receipt of application and may include a statement explaining how the refund was calculated.

Other fees such as Administration and/or Enrolment fee are **Non-Refundable**.

Materials/Resources fee is only refundable where these are returned in un-opened and un-damaged condition.

Where a learner withdraws from a course, TLC Learning's **Withdrawal/Cancellation Form** must be completed by the learner (or by the TLC Learning Manager if the learner is not able to be contacted) along with TLC Learning's **Refund Application Form**.

### a) TLC Default – Refunds where TLC Learning cancels a course

Where TLC Learning cancels a course the learner is entitled to a full refund of any course fees (including administration/enrolment fee) paid prior to the date of cancellation. Alternatively, the learner may be offered enrolment in an alternative course by TLC Learning (where appropriate). The learner will have the right to choose whether they would prefer a refund of residual course fees or accept a place in another course.

### b) TLC Default – Refunds where TLC Learning cannot complete delivery of a course

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

### c) Learner Default – withdrawal by a learner more than 7 days prior to course commencement

Learners will be entitled to a full refund of their course fees, minus any administration/enrolment fee (*upon return of any resources supplied for the course in an undamaged and un-opened condition*) if they withdraw from the course more than 7 days prior to the course commencement.

### d) Learner Default – withdrawal by a learner within 7 days of course commencement

Learners who withdraw from a course within 7 days of a course commencement will be granted a refund of 50% of the charged course fee, minus any administration/enrolment fee.

### e) Learner Default – withdrawal by a learner 7 days or more after course commencement

Learners who withdraw from a course after 7 days of a course commencement will not receive a refund of their course fees.

### f) Learner default – where a Payment Plan is broken

In the case of withdrawal after the commencement of the course, learner will be required to pay any remaining fees for training and assessment (if applicable) prior to withdrawal by an agreed date. In cases where the Payment Plan is broken (i.e. fees are not paid by the due date) the following may occur:

- Reminder notices may be forwarded, requesting immediate payment of overdue fees.
- If a satisfactory response is not forthcoming, debt recovery action may be taken in order to recover the fees. Any debt collection costs will be student's responsibility.
- No documentary or verbal evidence of results (e.g. statement of attainment) will be given.
- Student will not be accepted into any other course whilst fees remain outstanding.

### g) Other refunds

Other refunds may also occur when the learner has overpaid the set course fee or enrolment fee. In that case, the difference will be refunded.

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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 Officer of Finances and the TLC Learning Manager.

Learner may experience extenuating circumstances that prevents them from attending scheduled course dates that may include (but are not limited to) serious illness, family or personal matters, or other reasons that are out of the ordinary. Where evidence can be successfully provided to support the circumstances, course fees may either be transferred to the next available course (where applicable) or a refund of unused course fees may be offered.

This decision of assessing the extenuating circumstances rests with the TLC Learning Manager and shall be assessed on a case by case situation.

## 6. Appeals

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 (<http://www.tlclearning.edu.au>).

### Procedural steps:

1. **Learner decides to withdraw from training course**  
The Manager – TLC Learning advises the learner that they must complete a *Withdrawal/Cancellation form and Refund Application form*. TLC Learning should refer the learner to the fee and refund policy and if necessary provide a copy for their reference.
3. **The Manager – TLC Learning advises TLC's finance Department of Learner Withdrawal**  
The Manager – TLC Learning assesses the application for refund and makes the final decision and advises the TLC Finance Department of learner's withdrawal so that any outstanding invoices can be followed up and any future instalments withdrawn.  
The Manager – TLC Learning notifies TLC finance Department of any refund payable – to be paid within 28 days.
4. **The Manager – TLC learning advises the learner of the outcomes**  
The Manager – TLC Learning provides written advice to the learner on the outcome of their application and may include a statement on how the refund was calculated. A copy of the letter will be filed in the Learner's file. If the application is unsuccessful, the Manager – TLC Learning is to provide advice to the learner of TLC learning's *Complaints and Appeals Policy and Procedure*.
5. **The learner receives a refund in whole or in part**  
The refund to the learner is to be paid by TLC Finance Department within 28 days of receipt of the Refund Application. It is to be paid into the bank account nominated by the learner.
6. **The Learner is not satisfied with the decision**  
The learner can appeal the decision using the procedure outlined in TLC Learning's Complaints and Appeals Policy, Procedure and form. Any further determination is subject to this process.
7. **Learner Records will be updated**  
The Student Management System will be updated with any units of competencies that are Satisfactory/Not Satisfactory and amend the course status to "Withdrawn / Cancelled".

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**8. The Learner is issued with a Statement of Attainment**

The Manager – TLC Learning shall audit the Learner's file and determine if the learner has satisfactorily achieved competency for any of the units that they have enrolled in. A Statement of Attainment will be issued representing what the learner has achieved up to point of withdrawal from the course. Copy of this Statement of Attainment is to be placed on the learners file.

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