

	Reference Number Owner: Created: Reviewed: Next Review:	21.0 Principal School of Isolated and Distance Education RTO March 2020 June 2021 June 2022
Policy 21.0		<h2 style="margin: 0;">Cancellation and Refunds</h2> <p style="margin: 0;">School of Isolated and Distance Education RTO 52891</p>

1. Purpose

The purpose of this policy is to inform students and staff of the School of Isolated and Distance Education RTO (**SIDE RTO**) processes relating to course refunds, course withdrawals and course deferrals.

***What this really means:** This policy outlines the procedures for cancellations and refunds when a student can no longer continue with a course.*

2. Scope

The policy is applicable to all students who are enrolled in VET courses conducted by SIDE RTO.

Note: SIDE RTO will invoice a school under a Third Party arrangement for all fees incurred. A school may oncost these fees to the individual student, however, SIDE RTO is not involved in the internal processes of the partnership schools. As such, this policy should be deemed applicable to those learners who enrol with SIDE RTO as an individual learner.

***What this really means:** This policy applies to individual learners enrolled with SIDE RTO and schools under partnership arrangements with SIDE RTO. This policy is not applicable to students who are enrolled with SIDE RTO who are included a Third Party Agreement via their school as the school is responsible for the payment of fees to the RTO.*

3. Definitions

RTO	Registered Training Organisation
RPL	Recognition of Prior Learning. RPL takes into account that people learn in different ways. These may include education and training as well as through work and life experience. RPL is a form of assessment of the competence of a person. A learner may apply for RPL to gain credit for a course of study taking into account their prior knowledge, skills and work experience.
CT	Credit Transfer. This is the process of awarding credit for a unit or units of competency previously attained from another RTO which are the same (or deemed as equivalent on the National Training Register) as the unit/s of competency in a current course.

Census Date The last day a student may withdraw from a VET Unit of Study in which they are enrolled without incurring a liability for tuition fees.

4. References

4.1 SIDE RTO Policy 10.0 – Skills Recognition

4.2 SIDE RTO Policy 7.0 – Trainers and Assessors

4.3 *Standards for Registered Training Organisations (RTOs) 2015*

Standard 1 – The RTO’s training and assessment strategies and practices are responsive to industry and learner needs and meet the requirements of training packages and VET accredited courses

Standard 5 – Each learner is properly informed and protected

Standard 7 – The RTO has effective governance and administration arrangements in place

Schedule 6 – Requirements for protecting fees prepaid by individual learners, or prospective learners, for services.

What this really means: *These are the Standards that tell us what we have to do. The particular clauses are in place to safeguard the learners so that in the event that the RTO closes or can no longer offer the training it said it would for any reason, the learner can be refunded. Where the learner decides to cease training, they may be eligible for a partial refund depending on the time frame and when they withdrew.*

5. General

The Cancellation and Refunds Policy is guided by the principles of access, equity, fairness and timeliness.

SIDE RTO is committed to:

- a. considering course cancellation and refunds requests in a consistent, transparent, objective and unbiased manner;
- b. making all details of the procedures publicly available;
- c. informing students of the policy pre-enrolment and advising students to read it at the commencement of a course;
- d. specifying reasonable timelines for responses and reimbursement of monies at each stage of the process as applicable and monitoring of these timelines;
- e. providing reasons and full explanation for decisions and actions taken as part of the procedures;
- f. keeping appropriate records of cancellation and refund requests, including brief written outcome, within student files and allowing students access to their records;
- g. ensuring that such records are treated as confidential;

- h. reviewing the Cancellation and Refunds process regularly.

***What this really means:** We need to make sure we are following these processes when we are cancelling or refunding. There is a set structure which we must follow to ensure that any learner is able to get a refund where applicable in a fair and reasonable amount of time from withdrawal.*

6. Withdrawals Procedure

6.1 Census Date

At any time following enrolment and prior to the designated end date, students may withdraw from a course by giving written notice to SIDE RTO. It is essential that the student includes:

- a. detailed explanation of why they are requesting to withdraw from their course; and
- b. any documentary evidence to support this request e.g. medical certificate, travel documents etc.

An enrolment is provisional for the first ten (10) days from the date of enrolment, allowing SIDE RTO time to set up access permissions to the Learning Management System and for the student to access their course and ensure that the course meets their requirements.

Where a student withdraws after the 10-day provisional enrolment period, the school or individual will remain liable to pay the full course fees, subject to the Refund policy.

Should a student believe there are special circumstances, they may apply in writing for consideration and the school may seek a refund (see Special Circumstances below).

***What this really means:** Students need to provide us with a valid reason why they are withdrawing from a course. The census date is the last date you can withdraw from a subject without being financially liable i.e. having to pay for the subject. Census dates may change from course to course depending on the commencement date of the individual learner. The census date varies from unit to unit as it is based around a percentage of the overall time allocation of training and some units are longer than others.*

6.2 Special Circumstances

6.2.1 Application process

An application must be made in writing to SIDE RTO within the requisite timeframe. A student's application must detail what the special circumstances are, and how / why the student circumstances made it impracticable for them to complete the course in which they were enrolled.

Students who are applying for special consideration must be able to provide the RTO Manager the evidence that the circumstances:

- a. were beyond their control;
- b. did not have full impact on the student until on or after the census date for the unit(s) of study in question; and

- c. made it impracticable for the student to complete the requirements for the unit(s) of study in question.

All three conditions must be met to be eligible for refund based on special consideration / circumstances. Pre-existing illness may exclude the student from being considered for a refund.

***What this really means:** Full refunds are not available if you change your mind after enrolling to a course. Eligibility for a refund varies according to your circumstances and whether you withdrew before or after census date. The RTO manager will make the final decision on an individual's case.*

6.2.2 Application time limit

The application must be submitted to SIDE RTO within 1 month of the withdrawal day. The 'withdrawal day' is taken to be the day SIDE RTO has actioned a student's written request to withdraw.

***What this really means:** There is a time limit of 1 month in which a student's request must be submitted.*

7. Refunds and related procedure

7.1 Requests for refunds

All requests for refunds must be made in writing to SIDE RTO.

7.1.1 For Schools

SIDE RTO agrees to provide any refund applicable within 28 days of the receipt of written notice of withdrawal by the student.

- a. 75% refund is payable for withdrawals not greater than 30 days following the course enrolment date;
- b. 50% refund is payable for withdrawals not greater than 60 days following the course enrolment date;
- c. 25% refund is payable for withdrawals not greater than 90 days following the course enrolment date;
- d. no refund will be granted where a student is withdrawn as a result of a serious act of misconduct.

7.1.2 For Individuals

SIDE RTO agrees to provide any refund applicable within 28 days of the receipt of written notice of withdrawal by the student.

- a. 75% refund is payable for withdrawals not greater than 30 days following the course enrolment date;
- b. 50% refund is payable for withdrawals not greater than 60 days following the course enrolment date;

- c. 25% refund is payable for withdrawals not greater than 90 days following the course enrolment date;
- d. no refund will be granted where a student is withdrawn as a result of a serious act of misconduct.

What this really means: *Where an individual learner wishes to withdraw their enrolment, the refund fees will vary in amount based on the pro-rata time lapse. So the closer you leave it to the start date, the less money you will get refunded.*

7.2 Refunds payable for withdrawals due to illness or hardship

In the case of a student who withdraws from a course due to illness or extreme hardship, SIDE RTO may, at its discretion, consider a full refund of the fees (see Special Circumstances procedure). The following conditions apply:

- a. the student concerned must produce satisfactory evidence of the circumstances of their withdrawal, such as medical certificates; and
- b. withdrawal must take place prior to the end date of the course.

What this really means: *If your need to withdraw is through a circumstance beyond your control, you may be entitled to special dispensation. The RTO Manager is a good bloke and he will be really keen to assist you if you can't finish the training. You have to have all the proper documents though.*

7.3 Full refund payable for courses that SIDE RTO can no longer provide

Should SIDE RTO be unable to provide access to a course for the full study period course fees paid will be refunded in full. In the event that SIDE RTO cancels a full qualification / course for any reason, the school or any individuals enrolled will be entitled to a full refund. This will not incur any administrative charges or penalties and will be paid within 2 weeks of the day on which the training ceased being provided.

In the event of cancellation due to losing the specialist trainer and being unable to obtain a suitable replacement, SIDE RTO will, if possible, arrange for the agreed training and assessment to be completed through another RTO (fees may be incurred). Prior to the transfer to another RTO, affected students will be formally notified of the arrangements and an agreement to those arrangements, including any refund of fees, will be obtained. If transfer is not possible, SIDE RTO will gain a written agreement for a subject / course transfer from the student and parent.

What this really means: *Section 7 lists the conditions that apply to getting a full or partial refund. It will depend upon the circumstance that applies to you and your reason for withdrawal as to how much you may be entitled to as a refund.*

8. Discontinued Students

Students who have ceased to participate in classes, learning activities and/or assessments relating to the VET unit of study and have not officially withdrawn will be withdrawn at the conclusion of the unit of study and will be liable for the full payment of outstanding fees.

***What this really means:** Where we receive no notification that a learner is no longer participating and the due end date has arrived, full fees are applicable and payable if outstanding or non-refundable if paid.*

Version Control			
Version	Date	By who	Brief description
V1	14/04/2020	Jo Gooden	Initial release
V1.1	15/07/2020	Jo Gooden	Added generic content