

POLICY

Refund			
Standard 4 and 5	STD 4 and 5 Clause 4.1, 5.1 – 5.3	Policy No.	RTO.S5-POL-002
		Related Procedure No.	RTO.S5-PRO-002
Policy Owner	Ferne Robinson, Compliance Manager		
Scope	This policy applies to clients, participants and employees of Risk Management Training Solutions and its associated entities.		
Date of approval	01.10.19	Review Date	30.09.21
Change Control	Reviewed as continuous improvement		
Version No.	1.3		
Related Policies	Participant file management Policy Marketing and Advertising Policy Fees and Payments Policy Complaints and Appeals Policy		

1. Overview

This Policy applies to refunds and fee protection applicable to the provision of training including clients, employers, corporate entities and participants paying full fees for service.

2. Policy

- 2.1 RMTS Refund Policy is included in the participant handbook and published on our website.
- 2.2 Course cancellations/withdrawals and subsequent requests for refund must be made in writing by completing the Refund Application Form. All supporting documentation is to be attached to a Refund application where applicable.
- 2.3 RMTS will make its decision within twenty (20) business days of receiving all the information required to support a refund application.
- 2.4 If a refund is not granted, the applicant will be notified in writing of the refund decision.



- 2.5 If a refund is granted, RMTS will pay the approved refund amount within ten (10) business days of making its decision.
- 2.6 Refunds will be made in the same method, onto the same account details, as per the original payment.
- 2.7 A non-refundable administrative handling fee of \$75.00 is payable on all courses over the amount of \$750.00 delivered by RMTS.
- 2.8 In the unlikely situation where RMTS is required to cancel a course due to insufficient numbers or for other unforeseen circumstances, participants will receive a full refund of the total amount of course fees paid or alternatively an offer to enrol in an equivalent or substitute course.
- 2.9 Clients, employers and participants eligibility for a refund will be assessed as follows:
 - A full refund will apply where RMTS cancels the course prior to commencement
 - A refund of unused course fees will apply where RMTS cancels the course after commencement. The amount of unused course fees will be calculated based on training and assessment already provided up to the day the course stops
 - A full refund will apply where RMTS cancels the course prior to commencement.
 - A full refund of the course fees paid will apply where the participant withdraws in writing 14 days or more prior to the course commencing less administration fee (if applicable)
 - 75% refund of the full amount of course fees paid where the participant withdraws in writing less than 14 days but more than 7 days prior to the course commencing less administration fee (if applicable)
 - 50% refund of the full amount of course fees paid where the participant withdraws in writing less than 7 days but more than 3 days prior to the course commencing less administration fee (if applicable)
 - No refund where the participant withdraws less than 3 days prior to the course start date or after commencement of the course unless special circumstances apply. Evidence must be submitted e.g. Medical Certificate
 - No refund where the participant is excluded for misbehavior
- 2.10 All requests for a refund and supporting evidence will be reviewed and the final approval will remain at the discretion of RMTS senior management.
- 2.11 All clients and participants have the right to appeal a refund decision made by RMTS by accessing the Complaints and Appeals Policy and Procedures. Individuals wishing to submit an appeal of a refund decision should refer to the Complaints and Appeals Policy and Procedure.
- 2.12 This policy and the availability of the complaints and appeals processes does not remove an individual's right to take action under Australia's Consumer Protection Laws.
- 2.13 RMTS dispute resolution processes do not remove an individual's right to pursue other legal remedies where they feel necessary.

3. Definitions

Special / Unexpected Circumstances – Special circumstances cover a range of unexpected, extenuating and compassionate circumstances which are those outside of the control of the learner and/or for which there was no opportunity to prepare in advance.

– **Unexpected or exceptional circumstances may include:**

Medical circumstances: an unexpected illness, a recurrence of a chronic illness or an accident. Disability or illness for which a variation has already been made will not be accepted unless the disability has been compounded by an unexpected change, or an additional condition relating to the disability.

Supporting evidence: supporting documentation must take the form of an original certificate or letter on letterhead from a registered treating medical practitioner, registered health practitioner or approved specialist, depending on the nature of the condition.

– **Compassionate circumstances:** Hardship or trauma such as death or serious illness, of a close family member, severe disruption to domestic arrangements, being a victim of a crime or an accident.

Supporting evidence: supporting documentation may take the form of a letter from a registered Counsellor who has prior knowledge of the learner and their circumstances; an original medical certificate or letter on letterhead from a registered treating medical practitioner, registered health practitioner or approved specialist, depending on the nature of the condition; a letter from a person qualified to assess and support the application (e.g. clergy providing grief counselling); or a certificate from a funeral director or death certificate.

Supporting documentation will not be accepted from a relative, partner or personal friend of the learner, or friend of the learner's family.

– **Special circumstances:**

- Religious observance or obligations
- Formal legal commitments
- Military service
- Service with a recognized emergency management service
- Unforeseen and significant employment related circumstances such as an overseas or interstate move at short notice

Supporting evidence: supporting documentation for this category may include a certified call from the Australian Defence Force service; a description of the emergency attended for State Emergency Service personnel; an original letter confirming changed employment circumstances; an original letter confirming commitments for athletes, performing artists or other; a copy of an accident report or a court summons.

Supporting documentation will not be accepted from a relative, partner or personal friend of the learner, or friend of the learner's family.

4. References

Standards for Registered Training Organisations (RTOs) 2015
Standard 4 and Standard 5 – Clause 4.1 and 5.1 – 5.3