

# Refunds Policy

### **Purpose**

Inscope Training is committed to meeting all of the financial requirements of the National Vocational Education and Training Regulator Act 2011 Australian Government, and will comply with requests and report on financial activity and status as required within our budgetary constraints.

# Scope

This policy applies to all students and the Inscope Training Pty Ltd administration departments.

### **Policy**

#### Information for students

To ensure that all students are properly informed of any financial matter and are able to make informed choices relating to their chosen course/qualification, Inscope Training directs the student to information prior to enrolment including a personalised invoice, the Schedule of Fees for full fee paying, co-contribution and concessional subsidy co-contribution paying and this Refunds Policy.

Inscope Training provides the following information to students in the Student Handbook, and will provide the same information on the website:

- The total amount of all fees including course fees, administration fees, materials fees and any other charges for each qualification/course.
- The nature of the guarantee given by Inscope Training to complete the training and/or assessment once the student has commenced study in their chosen qualification or course;
- The fees and charges for additional services, including such items as issuance of a replacement qualification testamur, replacement cards, express postage and other add on products and options available to students who are deemed not yet competent on completion of training and assessment; and
- · Inscope Training's Refunds policy

The terms of payment, including the timing and amount of fees to be paid and any non-refundable deposit/administration fees are included within Inscope Training's Student Handbook.

Where Inscope Training collects student fees in advance it will comply with the following option for collecting student fees paid in advance:

• Inscope Training will not accept payment of more than \$1500 from each individual student prior to the commencement of the course/qualification. Following course commencement, Inscope Training 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.

### Guarantee to students

Inscope Training will ensure that students are provided with the necessary resources, guidance and support to provide a positive learning experience and the best possible chance of completion of course outcomes in a reasonable timeframe.

If for any reason Inscope Training is unable to fulfil its service agreement with a student, Inscope Training must issue a full refund for any services not provided. The basis for determining "services not provided" is to be based on the units of competency completed by the student at the time the service is terminated.

# Fees Policy

In accordance with applicable legislation, Inscope Training is entitled to charge fees for services provided to students



undertaking a course of study. These charges are generally for training and assessment services.

Cost of courses and the fee structures are reviewed in response to market feedback, competitors pricing and the CPI.

### Fees payable

Fees are payable when the student has confirmed their enrolment and received an invoice for the enrolment fee. Fee structures at Inscope Training will vary depending on the type of course a student is enrolled in. Typically fee-for-service courses delivered by Inscope Training will require payment upfront and are due on receipt of invoice.

To complete a course and receive a result, the student must pay for the enrolment fee in full (unless some other arrangement has been entered into with the Senior Administrator at Inscope Training). Once the course fees have been paid, a student will be allowed to complete the course and upon successful completion receive a result. Inscope Training may cancel an enrolment or discontinue training if fees are not paid as required. Fees will vary for different training programs. For a full list of current fees and charges please refer to Inscope Training schedule of fees and charges on the website (inscope.edu.au).

#### Fee Schedule

The Fee Schedule is made available to prospective students on the Inscope Training website. This outlines in detail the cost of all offered courses for full fee paying students and co-contribution fees for students entitled to government funding including both concessional and non-concessional rates at a unit level.

Information about fees and charges is to be made available to students before course commencement. The Chief Executive Officer is responsible for approving the Inscope Training Schedule of Fees and Charges. As a minimum the schedule of fees and charges is to include:

- the total amount of all fees including course fees, administration fees, material fees and any other charges for enrolling in a training program;
- payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/administration fee:
- the nature of the guarantee given by Inscope Training to honour its commitment to deliver services and complete the training and/or assessment once the student has commenced study:
- any discounts, fee reductions or exemptions available for multiple enrolments, concession card holders, continuing students, group bookings etc;
- the fees and charges for additional services, including such items as issuance of a replacement qualification parchment or statement of results or replacement card and the options available to students who are deemed not yet competent on completion of training and assessment;

### Invoice

Students will receive an invoice detailing all of the fees, payment terms relating to their qualification including:

- Tuition/Co-Contribution fees on a per unit basis.
- Enrolment/administration fees including any payment terms.
- · Course and material fees.
- Any other fees required to complete the qualification.

### Methods of Payment

Payments will be accepted via two options:

Full payment of student fees (not exceeding \$1,500 for prepaid fees from a student) is accepted via direct bank deposit to Inscope Training's operating bank account, or via Stripe payment.

Partial payment of fees is accepted only via a Direct Debit (DDR) Service Agreement set up through Stripe Pty Ltd to collect fees on our behalf.



### **Documenting Financial Records**

Student's fees and any refunds are recorded within the Inscope Learning Management System and on Xero. Fees are only allocated as income when the student has enrolled and commenced their studies.

### Issue of Client Receipts

Following payment in full for all invoiced items from students a receipt will be generated and provided to the student. Under no circumstances, at any time, will Inscope Training hold more than \$1500 in advance, per student.

### Giving notice of enrolment cancellation

A student who wishes to cancel their enrolment may do so at any stage up until they complete the course and a result is issued.

### Statutory cooling off period

Unsolicited agreements have a statutory cooling-off period, where you can terminate the agreement within 10 business days without penalty. An agreement that is unsolicited occurs when a consumer buys a product or service from a telemarketer, a door-to-door salesperson, or a salesperson that has approached them in a public place. The 10 business day period starts the first business day after signing or receiving the agreement document.

This right to a cooling-off period is only for unsolicited consumer agreements, that is products and services sold through methods like telemarketing and door-to-door sales.

Purchase of Inscope Training products or services from a store or website gives no automatic right to a cooling-off period.

# Refunds Policy

Refunds relating to Apprenticeships are handled by the Compliance Officer, and refunds relating to Short Courses are handled by the Short Course Coordinator. The Operations Manager acts as the escalation point for refund requests where required.

Once a student pays for a course they are not normally entitled to a refund of fees unless extenuating circumstances exist.

If the student can demonstrate that extenuating or significant personal circumstances led to their withdrawal from a course. In these cases, the student should be offered full credit toward the tuition fee in another scheduled program in-lieu of a refund. The Operations Manager may also authorise a refund of tuition fees if the circumstances require it. Discretion may be exercised by the Operations Manager in all situations.

Where refunds are approved, the refund payment must be paid to the student within 14 days from the time the student gave written notice to cancel their enrolment. Tuition refunds are to be paid via electronic funds transfer.

All refunds will only be issued to the person who paid the tuition fees. For example, if an agent or parent/guardian paid the tuition fee, the money will only be refunded to either the agent or parent/guardian. This refund policy does not remove student's rights to take further action under the Australian Consumer Protection Laws.

### User Choice Refunds

Where an apprentice or employer pays for a Unit of Competency which is not started, the full amount charged for that Unit of Competency shall be refunded. If the student starts that Unit of Competency, then a refund of 50% of the value of that Unit of Competency shall be refunded.

Students who recommence with Inscope Training have their funding arrangement and invoice payments checked at enrolment. Units of Competency that were previously started with Inscope Training and accordingly refunded 50% of the unit value shall be refunded in their entirety and re-invoiced at normal price.



Recommencing students have their training contract registration numbers checked in DELTA to confirm their funding arrangement. This involves checking the students Date of Birth at the time of contract commencement.

### **Short Courses Refunds**

The following applies to short courses such as CPR, First Aid, LVR, Elevated Work Platforms or White Cards.

If a student cancels, does not finish or does not attend their scheduled course practical or provides notice of non-attendance which is less than 24 hours from the course practical start date:

- The student will not be eligible for a refund.
- A rebooking charge of \$49 will apply to cover fixed cost commitments and administration costs.
- In these situations, if the student is seeking a partial refund, they must submit a written request for a refund within 10 business days of the completion of the scheduled course.
- After that time no refund will be provided.

#### Awareness Courses Refunds

Students have three months to complete 100% online courses (such as QBCC and awareness courses) failing which student's will not be eligible for a refund. Student's may ask for an extension prior to this three month period, which may be granted at Inscope Training's discretion.

Once a student has completed any training in an awareness course then no refund will be available. If a student has paid but cancels before any training has commenced then a full refund will be given.

# Refund Policy Summary

The following table lists a range of circumstances regarding the eligibility of refunding fees. Students are encouraged to contact Inscope Training on 1300 579 808 to talk to one of our staff to provide assistance with individual circumstances.

Refund Policy Summary	
Circumstance	Arrangement
A student has paid fees, been enrolled in a course/unit of competency, has engaged in learning activity and then withdraws. (AVETMISS 40)	No refund given. Note: This includes a student who: - Has enrolled and engaged in online learning activity for CPCWHS1001 Prepare to work safely in the construction industry (White Card course) and - Is found to not meet the conditions for enrolment.
A student is a student undertaking a VETiS program under fee-for-service arrangements - Student has paid fees for full course, been enrolled, has engaged in learning activity and then withdraws.	No refund given for units of competency where there is evidence of learning activity, that is, where the student is withdrawn and AVETMISS 40 code is used. Inscope Training will provide a refund for those units of competency where no learning activity is recorded. No administration fee will be applied to process the refund application.
A student withdraws due to extenuating circumstances (financial and/or personal hardship beyond their control) after engaging in learning activity. (AVETMISS 40)	Inscope Training will consider each request of this nature on a case-by-case basis.
A student is an apprentice or trainee - Student withdraws from course before commencing any learning activity. (AVETMISS 81 – if Induction has been undertaken and paperwork received)	Inscope Training will refund the entire tuition fee for the unit of competency.  No administration fee will be applied to process the refund application.
A student is an apprentice or trainee - Student withdraws from the course after commencing training activity. (AVETMISS 40)	Inscope Training will refund a proportionate amount of the tuition fee for the unit of competency.



Refund Policy Summary	
In the event Inscope Training is unable to commence the course for which the original enrolment and payment have been made.	Inscope Training will provide a full refund of all fees paid or provide placement in an appropriate alternative, in accordance with the student's preference. No administration fee will be applied to process the refund application.
In the event Inscope Training is unable to deliver the training course. (AVETMISS 41)	Inscope Training will provide a refund for any unit of competency not completed and a Statement of Attainment for any completed Unit of Competency. Inscope Training will endeavour to assist students with finding another training organisation to deliver the desired training. No administration fee will be applied to process the refund application.
Cancellations for a short course (such as CPR/First Aid, LVR, Elevated Work Platforms or White Card) with sufficient and reasonable notice - Cancellations are accepted up to 24 hours prior to the course start date.	If 24 hours notice has been given, the student will be provided with a full refund within 14 days of notifying Inscope Training.
Non-attendance and cancellations of a short course with short notice.	If a student cancels or does not attend their scheduled course or provides notice of non-attendance which is less than 24 hours from the course start date:  - The student will not be eligible for a refund.  - A rebooking charge of \$49 will apply to cover fixed cost commitments and administration costs.  - In these situations, if the student is seeking a partial refund, they must submit a written request for a refund within 10 business days of the completion of the scheduled course.  - After that time no refund will be provided.
Conditions for re-scheduling a short course attendance.	In situations where a student is able to provide Inscope Training with at least 24 hours notice of their non-attendance at a scheduled course, the options available to the student are: - Full refund, or - Reschedule their workshop attendance to an alternative date. If the student makes the choice to reschedule the course to an alternative date, they must undertake the course within three months of the original course date.

### Payment Default

During enrolment, students can elect to pay for their course via a repayment schedule. To be eligible for a repayment schedule, students must complete a Direct Debit Service Agreement with Stripe Pty Ltd and pay the required deposit, confirm a set of fixed weekly or fortnightly amounts and agree to pay off the course within the set timeframe.

If the student defaults on a payment, assessments will not be marked until the account is paid to date. This may mean making a 'catch up payment' for the missing amounts as well as any third party fees.

No student will be eligible to participate in webinars, tutorials or other related support if their account is not paid to date. Students will also be unable to participate in assessment days, practical assessments or other related support until their account is paid to date.

Course fees must be paid in full for your last assignment to be marked, and for your certificate to be issued.

If your account remains unpaid, access to resources via your online learning platform may cease until the payments are brought up to date. Course extensions will also not be granted to students that are behind in their payments.

### Partnership Arrangements

All Inscope Training partners must adhere to the Inscope Training policies and procedures with regards to refunds. All Inscope Training Partners will have a refunds form on their website. Information about how to apply for a refund will be



included in the introduction to every course the partner provides in partnership with Inscope Training. This refunds application form will provide a notification to the Inscope Training management team who will refer it to the CEO for consideration.

# Refund policy for a course that involves a practical component

### Individual course bookings

We ask individual students to provide us with 24 hours notice if you wish to cancel a booking for a practical assessment. In these circumstances, we will offer you a full refund of the course fee, minus a 10% administration fee.

Failure to provide us with 24 hours notice will normally result in a forfeiture of your course fee. In these circumstances, we can offer a 20% discount on your course fees if you wish to reschedule your booking for another date.

### Corporate bookings

We ask corporate clients to provide us with 7 days notice if you wish to cancel a booking for a group practical assessment. In these circumstances, we will offer you a full refund of the course fee, minus a \$50 administration fee.

Failure to provide us with 7 days notice will normally result in a forfeiture of your course fees. In these circumstances, we will require a rebooking fee of 50% of the course cost, up to a maximum of \$500.

Also note that we do not offer a refund for the non-attendance of students. Upon request we will undertake to reallocate such students in a public practical assessment if possible.

#### Our Guarantee to Clients

If for any reason Inscope Training is unable to fulfil its service agreement with a student, Inscope Training must issue a full refund for any services not provided. The basis for determining "services not provided" is to be based on the units of competency completed by the student and which can be issued in a statement of attainment at the time the service is terminated.

### Payment of GST

For some of the courses offered by Inscope Training, goods and services tax (GST) will be exempt under section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999 (GST Act). The Australian Taxation Office Goods and Services Tax Ruling GSTR 2003/1 explains the circumstances in which the supply of a course for 'professional or trade course' will be GST-free.

In circumstances where Inscope Training provides services or supplies training that attracts GST, Inscope Training will comply with the requirements of the GST Act.

### Miscellaneous Charges

Inscope Training will levy some miscellaneous charges for services. These may include:

- Re-issuing a certificate after it has been initially issued to a student
- Printing and administrative costs (where applicable)
- · Re-assessment services

These miscellaneous charges are clearly specified in Inscope Training Schedule of Fees and Charges on the Inscope Training website. It is to be made clear if these services will include GST. All miscellaneous charges are to be based on a cost recovery basis and are not intended to be a source of profit.

Student complaints about fees or refunds

Students who are unhappy with Inscope Training arrangements for the collection and refunding of tuition fees are entitled to lodge a complaint. This should occur in accordance with Inscope Training complaints policy and procedures



also found under the Resources Tab of the Inscope Training website.

Complying with Australian Consumer Law

Inscope Training undertakes to comply with the Australian Consumer Law (ACL) in its interactions with students. The Chief Executive Officer will seek advice from an external legal consultant regarding students' payment of fees and receipt of refunds where necessary from time to time.

### **Related Policies**

Policy: Informing Students Policy - Qualifications

Policy: Protecting Pre-paid Fees by Students

Policy: Supporting students and keeping students informed

# Relevant Legislation

- · Australian Qualification Training Framework
- National Vocational Education and Training Regulator Act 2015
- Standards for NVR Registered Training Organisations Vocational Education and Training Act (2015)
- · Vocational Education, Training and Employment Act 2000