Refunds Policy

# Audience

This policy applies to all TasTAFE employees and is applicable for domestic students enrolling with TasTAFE.

This policy does not apply to:

* International students (refer student to Government Education Training International - GETI), or
* Students enrolled as part of Partnering (auspicing) Agreements and Service Agreements for delivery to Government and non-Government colleges and High Schools.

# Purpose

The purpose of this policy is to outline the eligibility requirements for the refund of offering and other fees for domestic students enrolled with TasTAFE.

# Policy statement/details

* Students will only be granted a refund if they formally withdraw before the end of the offerings Cooling Off Period or Census Date. Exceptions to this include:
  + a student who pays a product fee but TasTAFE has enrolled the student in the incorrect product, or
  + a first-year apprentice/trainee who does not commence formal training and chooses to withdraw within six (6) months of enrolment date.
  + for Contracts of Training a formal withdrawal is deemed the cancellation date of the Contract of Training if the date is prior to the cooling off date but not notified to Client Services or Delivery Admin after the end of the cooling off period.
* During the current year or offering period full/partial refunds of fees will be given if the following circumstances apply:
  + a student pays fees but is subsequently granted a credit transfer/s prior to the end of the nominated Cooling Off Period, or
  + a student pays fees, formally withdraws, and the withdrawal is received by Client services or Delivery Admin prior to the Cooling Off Period expiring.
  + TasTAFE cancels the offering,
  + other conditions:
* **(For Non-eligible training products with less than 5 consecutive days in duration)**
  + 72 hours prior to the commencement of the offering for product of less than 5 consecutive days). An exception is if the student provides a medical certificate or Statutory Declaration, PRIOR to the end of the offering period, stating they were unwell and unable to attend.
* **(For Non-eligible training products with greater than 1 week in duration)**
  + 72 hours prior to the commencement of the offering, if the offering has commenced when the student enrols there is no Cooling Off Period.
* **for Diplomas and Advanced Diplomas Qualification Product Fees**

Full refund of current unit of study prior to the Census Date except if:

* + the student is no longer enrolled in the offering at the end of the Census Date because TasTAFE has ceased to provide the offering, and/or
  + Tuition Assurance requirements applied to TasTAFE at the time that TasTAFE ceased to provide the offering, and/or
  + the student chose the option designated under those requirements as Tuition Assurance in relation to the offering.

For students who have deferred fees through VET Student Loans, the Census Date is also the final date for withdrawal where a VET Student Loans debt will not apply.

Students wishing to re-enrol following their withdrawal or cancellation of their enrolment and their VET Student Loan will be required to reapply using the course application option on the TasTAFE website before their acceptance into the new course is determined.

In this case, a new VSL Loan Application by way of completing the Commonwealth progression survey will need to be completed by the student for the course or part(s) of the course the student has not yet undertaken, which will also be deemed as the written permission given by the student to TasTAFE for their re-enrolment into the course and the individual units of study.

TasTAFE will not, after the withdrawal, re-enrol the student without the written permission of the student.

* **for all other fees (eligible Certificate I – IV Product Fees, eligible Skill Set Fees)**
  + Full refund prior to the end of the nominated Cooling Off Period unless the student has been assessed in any unit of competency and in this situation an 80% refund will be provided.

## Student/Sponsor with Outstanding Debts

In instances where a refund is due and there is an outstanding debt on prior fees, the refund will be credited against the outstanding debt. If the student/sponsor has more than one outstanding debt any refund due will be credited against the oldest outstanding debt first.

## Alternate Arrangements

If TasTAFE is unable to deliver an advertised offering a student may be placed into a mutually agreed alternative offering without any additional fees being payable. If the fees for the alternative offering are less, the difference will be refunded to the student. If no alternative offering can be agreed, a full refund will be granted to the student.

A change in the advertised duration or type of delivery of an offering is not deemed a change in an advertised product.

## Financial Hardship

TasTAFE will consider applications for financial hardship from students after the Cooling Off Period for credits of fees owing, refer to [Student Financial Hardship Fund Policy](https://recordsmanager.education.tas.gov.au/linkgeneratorapi/record/4706338/LatestFinalFile) and [Student Financial Hardship Fund Procedure](https://recordsmanager.education.tas.gov.au/linkgeneratorapi/record/4706339/LatestFinalFile).

Fees cannot be reduced below the current concessional level for the product in question and requests for financial hardship need to be endorsed by a student counsellor.

## After Cooling Off Period

A refund will only be provided when the student’s enrolment has exceeded the Cooling Off Period if the student was to undertake a product of less than 5 consecutive days and provides a medical certificate or statutory declaration stating they could not attend due to personal illness.

In all other circumstances no refund will be provided when the Cooling Off Period has expired.

## Special exemptions for Chief Operating Officer (COO)

The COO has authority to approve a waiver or refund for an individual business following recommendation from the Director Future Students and Industry. The recommendation must refer to the [Risk Assessment Matrix](https://recordsmanager.education.tas.gov.au/linkgeneratorapi/record/5060405/LatestFinalFile) and provide evidence that to refuse the waiver of refund it would:

* + Damage the reputation of TasTAFE in the marketplace.
  + Have a significant adverse impact on TasTAFE’s ability to win new business with a client.

## Other Fees-Levies

Refunds of Other Fees-Levies will be given in line with the circumstances detailed above, except where materials have been used or expenditure has been incurred by TasTAFE and cannot be recouped.

## Payment of Refunds

All refunds will be paid by a direct deposit into a nominated bank account.

# Associated legislation

Standards for Registered Training Organisations (RTOs) 2015.

# Associated documents

* [Student Course Withdrawal Procedure](https://recordsmanager.education.tas.gov.au/linkgeneratorapi/record/5174400/latestfinalfile)
* [Admissions Policy](https://recordsmanager.education.tas.gov.au/linkgeneratorapi/record/5323240/download_latest_final_file) and [Admissions Procedure](https://recordsmanager.education.tas.gov.au/linkgeneratorapi/record/5323242/download_latest_final_file)
* [Award Issuance Policy](https://recordsmanager.education.tas.gov.au/linkgeneratorapi/record/5038864/LatestFinalFile) and [Award Issuance Procedure](https://recordsmanager.education.tas.gov.au/linkgeneratorapi/record/5038859/LatestFinalFile)
* [Fees Policy](https://recordsmanager.education.tas.gov.au/linkgeneratorapi/record/4711025/LatestFinalFile)
* [Fees Procedure](https://recordsmanager.education.tas.gov.au/linkgeneratorapi/record/4711026/LatestFinalFile)
* [VET Student Loan Review and Re-Crediting Policy](https://recordsmanager.education.tas.gov.au/linkgeneratorapi/record/4714235/LatestFinalFile) and [VET Student Loan Review and Re-Crediting Procedure](https://recordsmanager.education.tas.gov.au/linkgeneratorapi/record/4714240/LatestFinalFile)
* [Student Financial Hardship Fund Policy](https://recordsmanager.education.tas.gov.au/linkgeneratorapi/record/4706338/LatestFinalFile) and [Student Financial Hardship Fund Procedure](https://recordsmanager.education.tas.gov.au/linkgeneratorapi/record/4706339/LatestFinalFile).

# Definitions/acronyms

**Advertised product:** a change in the advertised duration or type of delivery of a product will not be deemed a change in an advertised product.

**Census Dates – Diplomas/Advanced Diplomas:** TasTAFE will set Census dates for each unit of study at Diploma and Advanced Diploma.

**Cooling Off Period:** The cooling off period for offerings is:

* 20% of the agreed length of the offering for offerings less than one year in duration, or
* 20% of each year (73 days) for offerings greater than one year in duration, or
* 72 hours prior to the course commencement of all commercial courses.
* 20% (73 days) after enrolment start date for COTS. The anniversary of this date is the due date of the next invoice and enacts another 20% cooling off (73 days) period.
* **Current Year** – The 12-month period from the offering commencement or anniversary date.
* **Delivery Admin** – delivery administration team.
* **Financial Hardship:** Are those circumstances related specifically to unexpected/extreme situations which result in a student’s ability to pay the outstanding fees.
* **Formal training:** A unit of study has commenced.
* **Formal withdrawal:** Withdrawal/request for waiver must be submitted to client services or delivery admin prior to cooling off date. It is a student’s responsibility to notify Client Services or delivery admin. Notification to teacher does not constitute formal withdrawal.
* **Non-eligible products**: All products that do not attract a government subsidy. Typically, this includes short courses offered commercially.
* **Offering:** A product offering is used to describe the delivery of TasTAFE’ s items of curriculum. It describes the where, when, and how of curriculum items. Product offerings are created from products and includes elements such as the campus, dates of delivery, mode of attendance.
* **Other Fee- Levies:** A fee charged when additional costs are incurred for learning resources, acquisition of licences, computing fees, excursions involving travel and accommodation, etc.
* **Product:** TasTAFE’s items of curriculum.
* **Product Fee:** A fee that applies for the delivery of training and/or assessment which includes tuition, support services, assessment, certification and basic material and is, in most instances, eligible by government funding. Refer to Fees Policy
* **Refund**: monies returned to student. Note, for the purpose of this procedure, if a student has not paid fees, a refund means a credit.

# Policy control

## Contact points

| **Responsibility** | **Position title** | **Contact person** | **Contact number** |
| --- | --- | --- | --- |
| **Executive owner** | Chief Financial Officer | Will McShane | 0437 192 635 |
| **Policy owner** | Manager Finance | Matt Carroll | 0407 649 597 |
| **Contact person** | Manager Finance | Matt Carroll | 0407 649 597 |

## Consultation

The following teams/positions should be consulted during the development/review of this Policy:

* Director, Quality and Academic Services
* Director Education, Operations

## Endorsement required by:

Not Applicable

## Dates:

**Last approved:**  22/11/2022

**Next review**: 30/09/2024

## Version history

| **Version** | **Date** | **Description of changes** |
| --- | --- | --- |
| 1.0 | 1/10/2015 | Minor changes – dates for 2016 and position titles |
| 2.0 | 31/04/2017 | Amalgamation of Certificate I-IV and Diploma and Advanced Diploma Refund Policies and changes to refunds in alignment with the new fee structure implemented from 1 January 2017 |
| 3.0 | 21/12/2017 | Remove the need for a Student Counsellor to confirm extenuating circumstances and some minor wording changes and clarification of unit assessment in connection with refund. |
| 4.0 | 12/04/2018 | Minor wording changes and clarification of unit assessment in connection with refund. |
| 5.0 | 10/09/2019 | Make it clear no payment or formal agreement to pay the full amount by Cooling Off Period will lead to enrolment being cancelled. No cash refunds after Cooling Off Period. Extenuating circumstances will only result in outstanding fees owing to TasTAFE being waived. |
| 6.0 | 30/10/2019 | Minor clarification changes |
| 7.0 | 26/03/2020 | Addition of Advertised product definition |
| 8.0 | 11/05/2020 | COVID-19 update: no payment or agreed payment plan MAY be (previously will be) deemed a withdrawal with no fees owing - final decision rests with the Manager, Finance and Assets and/or the Chief Financial Officer |
| 8.1 | 06/07/2020 | Updated Position Title in “Contact Points” to Chief Operating Officer |
| 8.3 | 23/12/2020 | Reviewed in line with Fees Policy and Fees Procedure. |
| 9.0 | 16/09/2021 | Update clarification of commencement enrolment date for COTS |
| 10.0 | 31/03/2022 | Minor Amendment - Formal Withdrawals able to be received by Delivery Admin (or Client Services). |
| 11.0 | 22/11/2022 | Minor Amendment – to provide information on Students withdrawing from an approved course. |
| 12.0 | 27/06/2023 | Updated Executive Owner Contact Person |
| 13.0 | 25/09/2023 | Updated Executive Owner from Chief Operating Officer to Chief Financial Officer. |
| 13.1 | 15/02/2024 | Updated Policy Owner and Contact Person from Manager Finance and Assets to Manager Finance. |

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