

# REFUND POLICY

## Purpose & Legislative Background

Under Standard 5, clause 5.3 of the Standards for Registered Training Organisations (RTOs) 2015, Project Controls Institute, Australia will provide all information including course details, prerequisites and conditions on enrolment, fees, refund and cancellation policies, and the complaints and appeals processes in its written agreement with the students. To support this standard, this policy provides a detailed explanation of the different circumstances in which refund policy applies, the process involved, and its period.

The circumstances include withdrawal from a course by the student, misconduct by a student, cancellation of course by Project Controls Institute, etc. which may arise either by students' default or Project Controls Institute, Australia's default.

As per schedule 6, Clause 7.3 of Standard 7 of Standards for Registered Training Organisations (RTOs) 2015 Project Controls Institute, Australia will be responsible for protecting the fees prepaid by individual learners, or prospective learners.

## Scope

This policy applies to all current & prospective students of Project Controls Institute, Australia.

## Policy

All course fees for fee-for-service students include an Enrolment Fee (or non-refundable deposit) which will only be refunded where Project Controls Institute, Australia is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.

A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.

RPL application fees are non-refundable.

Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the Refund Form. The application must include the details and reason for the request.

Students who have not completed a Withdrawal Form are not eligible for consideration of a refund or reduction in fees.

In the unlikely event that Project Controls Institute, Australia or any third parties responsible for delivering training and assessment on its behalf is unable to deliver the course or any portion of the course as promised, the student will be issued with a refund for the course or portion of the course that was not provided.

### **This includes the following situations:**

Where Project Controls Institute, Australia or any third parties delivering training and assessment on its behalf ceases to operate.

Where Project Controls Institute, Australia ceases to deliver the course in which a student is enrolled, and the agreement is terminated.

Where Project Controls Institute, Australia needs to make a change to the terms of the student agreement (such as the way the course is delivered or conditions of enrolment) and a new agreement cannot be reached with the student to account for changes.

In any of the above situations, Project Controls Institute, Australia will automatically conduct a refund assessment of all affected students and issue the refund to the Fee Payer accordingly. In these cases, there is no need for a student to make an individual application for a refund. Refunds will be issued within 28 business days.

The refund assessment will be based on reviewing the services and/or materials provided to the student and the costs incurred by Project Controls Institute in the provision such as

- Textbooks or other materials provided;
- Training provided (e.g. number of meetings/classes/visits etc.);
- Individual support provided by the trainer/assessor;
- Assessments marked or feedback provided (including RPL).

The outcome of the refund assessment will be provided in writing to the student’s registered address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our Complaints and Appeals Policy & Procedure.

### Recording and payment of refunds

- Refunds will be paid to the person or organization that made the original payment.
- Refund assessments can be appealed following our Complaints and Appeals Policy & Procedure.
- Records of refund assessments and issuance of refunds will be stored securely on the student’s file and in our accounts-keeping system.

It is the policy of Project Controls Institute, Australia to ensure that all applications for refund of fees are considered. An initial non-refundable enrolment fee will apply to all courses. A course deposit is also required to be payable two weeks (10 working days) before the commencement of the course.

Refunds are made following the policy below and full refunds of amounts owed to the students will be made within four 28 business days of refund application.

Refund Calculation Table	
Cancellation of enrolment more than 28 calendar days before the commencement date	Full Refund of Tuition Fees paid minus enrolment fee (non-refundable).
Cancellation of enrolment less than 28 calendar days before the commencement date prior to 14 days of commencement date.	75% Refund of Tuition Fees paid minus enrolment fee (non-refundable).
<b>Cancellation of enrolment less than 14 calendar days prior of the commencement date.</b>	<b>50% Refund of Tuition Fees paid minus enrolment fee (non-refundable).</b>
Cancellation of enrolment after the commencement date	No Refund of Tuition Fees paid
Course cancelled/withdrawn <b>by Project Controls Institute, Australia.</b>	Full Refund of the unused portion of Tuition Fees paid
Students are unable to start the course on serious medical grounds. Evidence provided from a registered doctor at least 14 calendar days before the agreed course start date.	Full Refund of Tuition Fees paid minus enrolment fee (non-refundable).
Enrolment Fees	Non-refundable

Once training has commenced in the course, no refund is available to participants who leave before the completion of the course unless the participant can provide a medical certificate or show extreme personal hardship.

Refunds will be considered on a pro-rata basis for students who fall ill or are injured to the extent that they can no longer undertake the course and provided a supporting Medical Certificate is supplied to Project Controls Institute, Australia. However, should participants wish to finalize incomplete units of competency in a future course, the original fee can be used as a credit toward that course. This offer is available within 12 months from the time the initial payment is made.

Should Project Controls Institute, Australia cancel a course, participants are entitled to a full refund (or pro-rata adjusted refund) or transfer of funds to another/future course at no extra cost. In this event, participants will be given their preferred option. In this case, the student will be refunded within two (2) weeks of the day on which the course ceased to be provided.

In all other cases, refunds are at the discretion of the CEO of Project Controls Institute, Australia and may be negotiated on an individual case-by-case basis.

### Management Action and Responsibility

To ensure that Project Controls Institute, Australia's financial management policies are implemented and that Project Controls Institute, Australia complies with these policies, Project Controls Institute, Australia shall monitor and report on compliance with its financial management policies and procedures, for review and as a basis for improvement.

The Accounts Officer is responsible to process the fees following the procedure and standards.

The CEO/PEO will provide the state or territory registering body that has registered it with a formal assurance that Project Controls Institute has sound financial management standards for matters related to its scope of registration and scale of operations.

Project Controls Institute, Australia will ensure that its accounts will be certified, at least annually, by a qualified accountant who is a member of Certified Practising Accountants (CPA) Australia, /Chartered Accountants Australia and New Zealand (CA)/Institute of Public Accountants (IPA) or otherwise registered as an auditor of the Australian Securities and Investment Commission (ASIC), and on request, the report must be made available to the state or territory registering body that has registered the organization.

### Definitions

**Enrolment Fee:** Covers the administrative costs of enrolment.

**Course:** A program of study leading to a qualification or an award. A course may comprise of units or modules.  
**Study Period:** A discrete period of study up to a maximum of 24 weeks within a course, namely term, semester, trimester, a short course of similar or lesser duration, excluding holidays and term/semester breaks.

**Fees:** Includes all fees, fines, and charges payable as specified in the Schedule of Fees.

**Materials Fee:** Covers the cost of learning materials and resources provided by Project Controls Institute, Australia.

**Pre-paid Tuition Fees:** Tuition fees paid in advance before commencement of the course or a study period.  
**Term Start Date:** The date on which an academic term commences as per Project Controls Institute, Australia's yearly academic program calendar. The academic program calendar is published on the college's website and also available from Project Controls Institute, Australia reception.

Tuition Fee: Covers the cost of providing the course of study and use of resources at Project Controls Institute, Australia.

Tuition Fee does not include administration costs including enrolment/application fee, homestay booking fee, airport pick-up fee and costs related to equipment or training material purchases.

#### Legislative Context

The legislative base for this policy is as follows:

- National Vocational Education and Training Regulator Act 2011
- Standards for Registered Training Organizations 2015
- The Australian Consumer Law 2011