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Refund Policy

Where <u>TNT</u> collects fees from prospective participants, must direct the prospect participants to information prior to enrolment or the commencement of the training and / or assessment whichever comes first and:

Where the participant engages <u>TNT</u> as the RTO, <u>TNT</u> must specify:

- 1. All relevant fee information including:
 - 1.1. All fee and charges associated with undertaking the training product; and
 - 1.2. Payment terms and conditions including deposits and refunds;
- 2. The participants right as a consumer, including but not limited to any statutory cooling off period (if one applies)
- 3. The participants right to obtain a refund for services not provided in the event the:
 - 3.1. Arrangement is terminated early or
 - 3.2. The RTO fails to provide the agreed services;
- 4. Make disclosure to the prospective learner that a fee is payable to the RTO and clearly describing the costs involved with the course, how and when fees must be paid to the RTO;

1. General

- 1.1 Except as provided by law, a refund of tuition fees will only be granted in accordance with the <u>TNT</u> Refund Policy.
- 1.2 Each participant acknowledges and agrees to the terms and conditions of the Refund Policy prior to the enrolment and commencement of a course;
- 1.3 <u>TNT</u> reserves the right to amend these terms and conditions at any time to ensure compliance with applicable State and Federal laws;
- 1.4 The funds paid for tuition fees must be cleared at the time the refund request is made by the participant and all debts to TNT must be paid before any refund can be made.
- 1.5 The refund must be paid to the same person or body from whom the payment was received on behalf of the participant, unless the participant authorises the RTO in writing to make the refund payment to another party.
- 1.6 Where a participant is eligible for a refund, the refund will be paid directly to the person who made the payment and in the same method of payment less any transfer or other bank charges incurred.

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- 1.7 <u>TNT</u> may, at its absolute discretion, refund some or all tuition fees where it determines that there are extenuating or compassionate circumstances.
- 1.8 This Policy, the Participant Agreement (enrolment form) and the availability of Complaints and Appeals processes, do not remove the right of participants to take action under Australia's Consumer Protection Laws.

2. Full Refunds less application fee (if applicable)

- 2.1 The participant will be eligible for a full refund where one of the following circumstances apply:
 - 2.1.A the course does not start on the agreed starting date;
 - 2.1.B the RTO is unable to deliver and/or assess the training product in which the student enrolled;
- 2.2 All refund requests must be made in writing through the <u>TNT</u> website <u>www.tnt.edu.au</u>;
- 2.3 Responses to refund requests are made within 14 20 business days, however, this may take longer where additional information is requested from the participant to support the refund request;
- 2.4 Where a refund request is granted, a refund less any non-refundable amounts will be processed within 30 calendar days;
- 2.5 Where a refund request is not granted, the participant may appeal the decision within 7 calendar days and in accordance with the <u>TNT</u> complaints and appeals policy by completing a complaints form and emailing it to info@tnt.edu.au. The complaints form can also be found on the website at www.tnt.edu.au.

3. No refunds notwithstanding consumer rights under the Australian consumer law

- 3.1 Participants are not eligible for any refund where any one of the following circumstances apply:
 - 3.1.A The participant commences the training and/or assessment course after being provided with all the required pre-enrolment information in accordance to the enrolment policy and the participant changes his/her mind about progressing in the course;
 - 3.1.B The participant commences the training and/or assessment course and refuses to complete the required course work, training and/or assessment including as directed by the RTO in order to demonstrate competency;
 - 3.1.C The participant commences the training and/or assessment course and as a result of change of mind decides not to continue the course;

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- 3.1.D The participant submitted fabricated, fraudulent or any other academic misconduct to the RTO that form part of the course assessment documents to complete the course;
- 3.1.E Unsubstantiated claims of being provided misleading and deceptive information to enroll into the course;
- 3.1.F A participant's enrolment which is cancelled by <u>TNT</u> for behavioral misconduct;
- 3.1.G A participant's enrolment which is cancelled by TNT for non-payment;

3.2 Where the participant is not eligible for a refund, <u>TNT</u> will offer one of the following options:

- 3.2.A Provide the participant with the additional support services required to complete the course in which the participant has enrolled;
- 3.2.B Offer the participant credit which allows the participant to return at a later date and continue the course in which the participant was enrolled;
- 3.2.C The participant will be offered the option to change to a course available on the scope of the RTO registration at no additional cost provided that the alternative course fee is not greater than the course fee in which the participant is enrolled;
- 3.2.D The participant the option to make payment of 80% of the course fee and receive a statement of attainment for the unit of competencies in which the participant has demonstrated competency and:
 - 3.2.D.A The participant will be offered the option to return at a later date and complete the outstanding unit of competency in which competency is yet to be demonstrated to receive a qualification in which case the participant will be required to make payment of the remaining 20% outstanding course fee, provided the course fee did not increase; and

4. Compelling and compassionate grounds

- 4.1 Where the participant is going through compelling and compassionate circumstances which prevent the participant from continuing the course of study and the participant is able to provide documentary evidence to the satisfaction of the RTO, the participant will be offered:
 - 4.1.A An opportunity to defer the course of study in which the participant is enrolled;
 - 4.1.B A refund less the application fee (if applicable);
 - 4.1.C A partial refund determined on a case by case basis on its own merits by the RTO manager;

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5. Claiming Refunds

- 5.1 A participant may apply for a refund request:
 - 5.1.A In writing on through the online application form available on the website at www.tnt.edu.au
 - 5.1.B set out the reasons for the request; and
 - 5.1.C be accompanied by supporting documents as may be appropriate; and
 - 5.1.D be forwarded to refunds@tnt.edu.au:
- 5.2 Information provided by the participant on the Refunds Enrolment Form must include:
 - 5.2.A full name of participant
 - 5.2.B The participant ID
 - 5.2.C course in which the participant was enrolled
 - 5.2.D The contact details of the participant making the request including phone and email;
 - 5.2.E The amount paid;
 - 5.2.F The date of payment;
 - 5.2.G The type of refund request;
 - 5.2.H Details to support the refund request;
 - 5.2.1 participant's signature; and
 - 5.2.J all documents relevant to consideration of the claim
- 5.3 Claims will not be processed where the signature on the claim does not match the participant's signature, as shown on other documents provided by the participant for admission to TNT.

Complaints and Appeals

- 6.1 Where a participant is dissatisfied with a decision to provide or not to provide a refund, he/she may appeal that decision in accordance with TNT's Complaints and Appeals Policy. TNT's Complaints and Appeals processes do not restrict the participant's rights to pursue other legal avenues.
- 6.2 The participant must appeal the decision made within 7 calendar days from the date of receiving the decision by completing a complaints form which can also be found on the RTO website at www.tnt.edu.au
- 6.3 Participants also have the option if they are not satisfied with the quality of service or training being provided by TNT to lodge a complaint to the NVR Regulator – ASQA. However, ASQA informs the participants that they must first follow TNT's internal complaints and appeals procedures before a complaint can be lodged with ASQA.
- 6.4 ASQA will request whether participants have followed TNT's formal complaints and procedures and the RTO's response.

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6.5 Internal appeal form can be accessed via <u>TNT</u> 's website or can be obtain from Participant Services. Please refer to <u>TNT</u>'s Complaints and Appeals Policy for further details.

7. Payment of Refunds

- 7.1 Where an application for refund request has been approved by the RTO manager, the request is put through to the accounts department and a refund must be processed within 30 calendar days;
- 7.2 Where a participant is eligible for a refund, the refund will be paid directly to the person who made the payment and in the same method of payment less any transfer or other bank charges incurred.
- 7.3 The accounts, refunds and credit department will be responsible for the implementation of this policy under the supervision of quality assurance / compliance;

8. Protect prepaid fees by learners

- 8.1 <u>TNT</u> will protect any monies paid in advance to ensure that in the very unlikely event a program cannot commence, the NVR RTO will be in a position to refund the course fees to the participant or account holder
- 8.2 If a student wishes to partially pay or pay in full for their chosen course, <u>TNT</u> will only accept \$1000 deposit in advance.
- 8.3 The above protection measures will ensure that <u>TNT</u> meets the financial management compliance requirements as a RTO.
- 8.4 This policy and procedures will be reviewed at least annually.

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