

## Refund & Deferment Policy

### Purpose

The purpose of this policy is to define TAE Academy's terms and conditions relating to participant course deferments and fee refunds. This policy adheres to the requirements of Tuition Assurance and related legislative instruments.

### Policy Statement

TAE Academy provides clear and accurate information relating to deferment and refunds of course fees prior to, during and after enrolment, to all participants and prospective participants to ensure full disclosure via, but not limited to; the TAE Academy website and student handbook.

### Principles

This policy adheres to the principles of consumer rights, natural justice and ethical marketing and business practices.

### Scope

This policy applies to all new and existing enrolments in a TAE Academy training program and the participants and/or employers who are accepting responsibility for the fees payable to TAE Academy.

This policy should be read in conjunction with the declaration made at the time of enrolment, as it forms the initial agreement between TAE Academy and the participant and his/her employer where applicable.

### Policy

#### 1. Withdrawal and cancellation of enrolment

**1.1.** In all cases, participants intending to withdraw from a course and seek a refund of fees should notify TAE Academy in writing using the [TAE Academy Course Withdrawal Form](#).

**1.2.** TAE Academy may cancel a participant's enrolment and provide a full or partial refund due to 'participant default' or in some rare circumstances 'provider default'.

##### a) Participant default

Participant default occurs when the participant has broken the terms of the written agreement with TAE Academy, including the following circumstances:

- The participant withdraws from the course (either before or after the agreed starting day as specified).

- The participant fails to commence the course due to not meeting any applicable conditions of course entry
- The participant fails to commence the course on the agreed starting day without a valid reason
- The participant fails to pay an amount payable to TAE Academy by the due date specified
- Serious misbehaviour or misconduct by the participant (Refer to the Student Handbook for further information and definition in this context)

## b) Provider default

Provider default occurs when TAE Academy has broken the terms of the written agreement with the participant, including but not limited to the following circumstances:

- TAE Academy fails to start providing the course to the participant at the agreed location on the agreed starting day
- After the course starts but before it is completed, TAE Academy ceases to provide the course to the participant at the agreed location (in the same city or town)

In the unlikely event that TAE Academy defaults, an alternative training option may be offered to the participant. The participant is entitled to accept this offer or decline and apply for a refund of any unused tuition fees in accordance with this policy and the principles of tuition assurance. Tuition Assurance is an initiative of the Australian Government to protect students whose education providers are unable to fully deliver their course of study. For more information, please visit: <https://www.dese.gov.au/tps>

## 1.5. Cancellation of enrolment due to participant (or employer) failure to pay fees

In the event that a participant opts into a payment plan, all course fees payable will be specified on an itemised payment schedule as part of the written agreement between the participant and TAE Academy. Failure to submit fees payable in accordance with the schedule will result in participant default and suspension of the course enrolment (s).

If fees payable are not received by the due date, the participant will be notified in writing and will be given a period of 7 business days (from the date of notification) in which time payment must be made. Failure to do so will result in suspension of enrolment (s).

## 2. Refund Policy

**2.1** All applications for refund should be made in writing via the [TAE Academy Course Withdrawal \(inc. Refund Application\) Form](#) and submitted to [admin@taetrainingacademy.com.au](mailto:admin@taetrainingacademy.com.au)

A withdrawal form and refund request form will only be supplied at the request of the participant. Only once the fully and correctly completed withdrawal and refund form has been received in writing by TAE Academy, will the participant be withdrawn from the course and refund processed (if applicable). The participant will be notified via email of the outcome of their request(s).

## 2.2. Full Refunds

- Where the participant withdraws within 7 days from enrolment.
- Where an offer to the participant for a place in a course is withdrawn by TAE Academy, a full refund will be made.
- In the event that TAE Academy ‘provider defaults’ and is unable to deliver the agreed course, a full refund of fees will be made
- In the event that (provable) illness of the participant or close family member of the participant (parent, sibling, spouse or child) prevents them from commencing the course a full refund less the administration fee will be made.

Note. Refunds in these circumstances are not automatic, they must be applied for and are at the discretion of TAE Academy.

## 2.3 Other Refunds

Course Fee Value	Refund Amount	
	less than \$1,000	greater than \$1,000
Within 30 days of enrolment	Refund course fees less \$200 administration charge	30% will be retained as administration charge and 70% refunded
30-90 days	No refund will apply	50% will be retained as administration charge and 50% refunded
90 days from enrolment	No refund will apply	

### Note.

- For enrolments where a participant has elected instalment payments, refunds are not applicable if all instalments are not paid (including instalments that have not been invoiced).
- Where the participant’s enrolment is cancelled by TAE Academy, including but not limited to cancellation caused by gross misconduct, plagiarism or collusion, any illegal or unlawful conduct by the participant, no refund will be made.

## 2.5. Processing of Refunds

- All refunds will be processed within 4 weeks after approval of the [TAE Academy Course Withdrawal Form](#).
- All approved refunds will be transferred electronically to the applicant's nominated bank account (as advised via the form) by EFT.
- This policy, and the availability of complaints and appeals process, does not remove the right of the participant to take action under Australia's Consumer Protection Laws.

## 3. Deferment policy

### 3.1. Deferments

A participant may defer their studies at any time during the duration of their course for courses of greater than 5 units (not including units with credit transfers or Recognition of Prior Learning), under the following conditions:

- Courses can be deferred for a period equal to 6 months
- A course can only be deferred a maximum of two times
- A deferral fee of \$100 is payable in addition to the course fees
- A [TAE Academy Course Deferral Form](#) will only be supplied at the written request of the participant
- Only once the correctly completed deferment form has been received, the participant will be notified by email of the outcome of their request and enrolment deferred if approved.
- All paid fees will be held in line with the deferment – i.e. not refunded
- In the event of a deferment, TAE Academy provides no assurance regarding same days of study and reserves the right to change the location of training for future scheduling.