Refund of Fees

<table>
<tr><td>Policy and Scope</td><td>This policy ensures consistency, fairness and transparency for students enrolled in an Armstrongs Driver Education course of study. It also guides Armstrongs Driver Education's staff to give sound advice to students of their rights and obligations.

Armstrongs Driver Education's students are made aware of the refund policy before a student accepts enrolment through Armstrongs Driver Education's website.

Scope
This Policy and Procedure describes the processes to be followed by Armstrongs Driver Education to refund student fees.</td></tr>
<tr><td>Responsibility</td><td>The CEO is responsible for implementing this policy and procedure and ensuring that staff are aware of its application.</td></tr>
<tr><td>Standards and Conditions</td><td>The following table represents areas to which this policy and procedure relates in accordance with AQTF Essential Standards and Conditions, VRQA Guidelines, DTP Heavy Vehicle Business Procedures Manual, DTP Heavy Vehicle Service Agreement, DTP Motorcycle Business Procedures Manual and DTP Motorcycle Service Agreement

<table>
<tr><th>AQTF Essential Standards and Conditions and VRQA Guidelines</th><th>DTP</th></tr>
<tr><td>Standard 2 - 2.3
Condition 8 - 8.1</td><td></td></tr>
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<tr><td>Definitions or Reference Documents</td><td>Definitions
• VET Quality Framework – Outlines the standards for achieving consistency in how the Registered Training Organisations (RTOs) are monitored. The VET Quality Framework comprises:
o The Australian Qualifications Framework (AQF)
o The Fit and Proper Person Requirements
o The Financial Viability Risk Assessment Requirements
o The Data Provision Requirements
• Australian Qualifications Framework (AQF) – The AQF is the national policy for regulated qualifications in Australian education and training. It incorporates the qualifications from each education and training sector into a single comprehensive national qualifications framework
• National VET Regulator (NVR) – The Standards: Sets out the requirements that an organisation must meet to be a Registered Training Organisation
• VET - Vocational Education and Training
• Compliance to Legislation – There is evidence of systems and processes in place to identify relevant legislation, regulations, and guidelines as well as monitoring systems to ensure compliance
• Relevant legislation – Acts of Parliament
• Regulatory Requirements – Validation, Moderation, Reporting</td></tr>
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	• **Statutory Requirements** – Approvals, licenses, permits, etc. required for the delivery of nationally recognised training • **Non-compliance** – Failure to provide evidence of systems and processes in place to meet the expected outcomes • **ASQA** Australian Skills Quality Authority – The national VET regulatory registering body • **VRQA** - The Victorian Registration and Qualifications Authority (VRQA) is Victoria's education and training regulator • **VRQA Guidelines –** The purpose of the guidelines is to ensure that the quality of training and assessment services in Victoria reflects a nationally consistent approach to VET regulation. The Guidelines align Victoria's regulatory settings to the national Standards for Registered Training Organisations 2015. • **AQTF Essential Standards and Conditions –** A national set of standards that assures nationally consistent, high-quality training and assessment services for the clients of Australia's vocational education and training (VET) system • **Quality Indicators –** A set of three indicators that are part of the AQTF Essential Conditions and Standards for Continuing Registration. The quality indicators are: o Employer Satisfaction o Learner engagement o Competency Completion Rate • **Course –** ADE delivers training and assessment for over a set period of time to enable a student to obtain a Licence • **Unit of competency –** It is a specification of knowledge and skill, and the application of that knowledge and skill, to the standard performance expected in the workplace • **Student** – A person being trained and or assessed by Armstrongs Driver Education Pty Ltd
Purpose	Armstrongs Driver Education's Refund Policy and Procedure for students includes provision for the refund of tuition fees. Students who apply for a refund under this policy are afforded the principles of natural justice, including the ability to lodge a complaint or appeal against any decision relevant to an application for refund request. This policy and the availability of complaints and appeals processes do not remove the rights of any student to take action under Australia's consumer protection laws.
Procedure	**1. Student Default** • Where a student cancels or defaults, the cancellation and refunds of fees table in APPENDIX A applies. • If a student withdraws due to compassionate or compelling reasons, Armstrongs Driver Education will refund fees paid in full (please see point 7) **2. Provider Default**

- In the unlikely event that Armstrongs Driver Education ceases to provide a course of study and Armstrongs Driver Education is at fault, all unspent prepaid tuition fees to date will be refunded to the student within fourteen (14) days of the default day including other associated fees.

Armstrongs Driver Education will:

- Offer the student an alternative place at Armstrongs Driver Education's expense that is accepted by the student in writing; or
- Refund any prepaid fees or the unused portion

3. Applying for a Refund

- Tuition fee refunds will only be given in accordance with the table (APPENDIX A) unless there are compassionate and compelling circumstances as provided in Point 7.
- Students seeking a refund for any purpose must notify Armstrongs Driver Education either verbally or via email if the course has not yet commenced or has commenced.
- A processing time of up to 28 days applies, however students are generally informed in writing within 7 days by management if the refund application has been declined.

4. Circumstances which do not qualify for a refund

- The student has no pre-paid fees against their current enrolment
- The student fails to attend the course or cancels the course on commencement day of the course
- Armstrongs reserves the right to remove any student from a course, with no refund, who disobey direct instructions from the trainer, behave in a manner that is considered disruptive or endangers Armstrongs trainers, other students or themselves. If drugs and/or alcohol consumption is suspected or detected, the student will not be permitted to participate in the course. No refund will be given for any student removed from a course due to drugs and/or alcohol
- Provision of false or misleading information
- A complaint or appeal is in progress that is related or linked to the application for a refund

5. Payment of Refunds

- Refunds will be paid by the same method the student's original payment was made to ADE; however, if payment was made by cash then an EFT into the student's nominated bank account will be completed. This will only vary:
    a. In the event that the student is deceased or incapable of nominating a bank account, the refund will be provided to the parent or legal guardian (if proof of this can be provided)
    b. Under no circumstances will a student's refund be paid to a third party without the student's written consent and that consent is written in the English language

6. Written Confirmation or Decline of Refunds Application

- **Refunds Declined**
  In all cases where a student applies for a refund and the refund is declined, a written statement will be provided to the student outlining the reasons for the decision by Armstrongs Driver Education.

- **Refund Payments made in Error**
  The student agrees to repay Armstrongs Driver Education (on demand) for any payments credited to the student in error. Armstrongs Driver Education reserves the right to offset the amount of any overpayment made in error against any liability (including any future debt) owing to Armstrongs Driver Education by the student.

- **Processing Time**
  All refunds except those for provider default, will be processed within fourteen (14) days of the application being approved by Armstrongs Driver Education.

- **Right to Appeal a Decision**
  Students have the right to access the Armstrongs Driver Education Complaints and Appeals process should they disagree following the "Complaints and Appeals Policy and Procedure".

7. Compassionate or compelling circumstances

- In compassionate or compelling circumstances and where acceptable documentary evidence can be provided, a student may be eligible for a total refund of tuition fees paid.
- Examples of compassionate or compelling circumstances relevant to withdrawal include:
  - Illness or disability, death of the student or a close family member (parent, sibling, spouse or child) or a political, civil or natural event
- Any student requesting a refund due to compassionate and compelling circumstances must make the request in writing and address the request to the Administration and Sales Manager. The Administration and Sales Manager will assess requests for refunds based upon compassionate and compelling circumstances on a case by case basis.
- Compassionate or compelling circumstances do not include a lack of knowledge or understanding of Armstrongs Driver Education's policies and procedures.
- In all cases where a refund is approved and processed, the student will receive an email/SMS from the Administration Team.
- Any refund will be paid by the same method used by the student unless paid in cash, then the refund will be paid by EFT transfer.
- In all cases where a student applies for a refund and the refund is declined, a statement will be provided to the student outlining the reasons for the decision by Armstrongs Driver Education.
- In instances where a student fails to attend, or is unable to attend, any or all of their course due to 'medical reasons', no refund will be given until such time as a valid medical certificate is provided to Armstrongs Drivers Education.

- Medical certificates must be provided to Armstrongs Driver Education no later than the close of business of the booked commencement date of the client's course. Upon receipt of a valid medical certificate, Armstrongs Driver Education will refund 50% of the course fee paid. Any refund will be paid by the same method used by the Student unless paid in cash, then the refund will be paid by EFT transfer.
- Where a student fails to provide Armstrongs Driver Education with a valid medical certificate, no refund will be payable unless extraordinary circumstances exist. Where a student believes extraordinary circumstances exist, students must make the request in writing and address the request to the Administration and Sales Manager.

8. Store Credits

- Where a student is entitled to a refund and elects to have that refund retained by Armstrongs Driver Education to off-set the cost of a course at a later date, that refund amount will be treated as a 'store credit'. A store credit will be refunded upon request so long as that request is made to Armstrong Drivers Education in writing within 1 (one) month of the date that a refund was retained as a Store Credit.
- When a Store Credit is refunded, that refund will be paid by the same method used by the student unless payment was made with cash, then the refund will be paid by EFT Transfer. Store Credits are not redeemable for cash. Store Credits are not transferable. Store Credits cannot be used for payment of DTP fees.
- Store credits are valid for a period of 12 (twelve) months only. Armstrongs Driver Education is not responsible for notifying a client of the impending expiration of a store credit. Where a client fails to use a store credit within twelve (12) months from the date that the refund was retained as a store credit, that store credit is forfeited and no refund is applicable unless extraordinary circumstances exist. Where a student believes that extraordinary circumstances exist, students must make their request in writing and address their request to the Administration and Sales Manager.

9. Provision of False and/or Misleading Information

- When a student makes a course booking online, by agreeing to Armstrongs Driver Education's terms and conditions, the client affirms that all information provided during the online booking process is true and correct. If it is found that incorrect, false, or misleading information has been submitted via Armstrongs Driver Education's online booking system, Armstrongs Driver Education can at its discretion remove the client from the booked course prior to the commencement date, or during the course.
- Where a student is removed from a course on the grounds that they supplied incorrect, false, or misleading information, any course fee paid will be forfeited and no refund is applicable.
- Where it is found that a student supplied incorrect, false, or misleading information after the completion of their course but prior to Armstrongs Driver Education issuing a Motorcycle Learner's Permit receipt, Motorcycle Check Ride Record Sheet, Motorcycle Licence receipt, Heavy Vehicle Certificate of Competency or Data Card through the DTP partner portal,

Armstrongs Driver Education reserves the right to withhold the issuance of the above and no refund is applicable.

- Where it is found that a student supplied incorrect, false, or misleading information after Armstrongs Driver Education has issued a Motorcycle Learner's Permit receipt, Motorcycle Check Ride Record Sheet, Motorcycle Licence receipt, Heavy Vehicle Certificate of Competence or Data Card through the DTP partner portal, Armstrongs Driver Education reserves the right to report the matter to DTP and no refund is applicable.

10. Minors

- Any and all minors must be directly supervised by the student/their parent/guardian at all times whilst within the Armstrongs Driver Education training facility. At no time are minors to be left unsupervised within the Armstrongs Driver Education training facility and students must not request that Armstrongs Driver Education supervise a minor whilst a student undertakes training as such requests will be refused.
- In circumstances where a student cancels, or refuses to commence their training, on the basis that Armstrongs Driver Education will not supervise a minor, the student will forfeit the full amount of their training course.
- Where the student is unable to make alternative arrangements for the supervision of the minor, the student will not be able to commence/recommence their training until such time as alternative supervision measures are in place and no pro-rata refund will be given for that period of training lost.

11. Nationally Recognised Training

ADE will withdraw a student when requested in writing (including email) or verbally by the student and approved by an ADE staff member.

12. Non-Accredited Training

If a student enrols and does not attend, any fees paid will not be refunded.

If a student enrols and withdraws after commencement, no fees will be refunded.

A student who is approved to withdraw from a course will be considered for a refund of fees based on the following conditions:

- A withdrawal more than seven days prior to the course commencement – The student is paid a full refund of tuition fees.
- Withdrawal less than seven days prior to course commencement – The student is paid a 65% refund of tuition fees paid.

ADE can cancel a course prior to the course commencement date or after the course has commenced.

A student who is enrolled in a course that is cancelled by ADE will be considered for the following refund of fees based on the following conditions:

- The course is cancelled by ADE prior to course commencement – The student is paid a full refund of tuition fee.