

## Terms and Conditions

### 1. Refund Policy

The policy covers information and the process for paying students and employer groups to apply for a refund of course fees under certain circumstances.

The purpose is to ensure all students and employer groups are treated fairly, promptly and with integrity when applying for refunds where applicable. This covers the application process, procedures in assessing the application and the subsequent appeal process. This refund information is made available to prospective students and employer groups during the booking process, prior to making payments.

### 2. Entitlement for a refund

Col Joy Training Services will refund all or part of a student's course fees under the following conditions within 7 days:

- If Col Joy Training Services cancels a course for any reason and/or where the commencement of the course is postponed for more than four weeks
- A course has low enrolment numbers and has to be cancelled or rescheduled Col Joy Training Services is not liable to a learner for such cancellations or rescheduling except to refund course fees already paid by the learner or employer)
- Without deduction, all fees where the student's application for enrolment is refused by Col Joy Training Services
- All fees paid, less an administration charge, whereby reason or reasons beyond the student's control, including acts of god, acts of Government authorities, civil strike and riots, the student is prevented from attending the program

If the request is received within the 7-calendar day Refund Period, a refund of the course fee paid will be issued, less the Administration fee of \$110.

Where special consideration for cancellation is considered outside of the 7 days, you must specify the cancellation reason for approval. If a cancellation request is approved, this does not necessarily mean that future payment instalments will be cancelled. This will be dealt with on a case-by-case basis.

### 3. Non-Refundable Circumstances

Col Joy Training Services Pty Ltd will charge a cancellation fee of \$400 plus gst where the course is cancelled with less than 48 hours' notice of the course being conducted and with re-booking dates. If the course is not re-booked, then the cancellation fee will be \$600 plus gst. The additional fee for re-booking is waived as the resources will still be able to be used at a later date.

Col Joy Training Services will not usually refund course fees where the student or employer requests the refund because:

- Changed their mind about the course
- Changed work hours on site
- Decided to use another provider
- Decided the timing was now too busy for the site

Course payments for online courses will not be refunded where the student is not fulfilling course requirements and the account is inactive. CJTS will send 2 reminder emails prior to cancelling or withdrawing the course. Any paid fees will not be refunded.

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#### **4. Application for a Refund**

4.1 Applications for refunds should be made in writing to the Finance Officer of Col Joy Training Services at: [courses@coljoytraining.com.au](mailto:courses@coljoytraining.com.au) with the subject heading of Request for Refund.

The information provided for the refund should be clear and concise and logically address the reasons for the cancellation and/ or refund.

4.2 Applications for refunds shall be processed by Col Joy Training Services within 7 days from the receipt of a refund application. The outcome of the process will be notified to the applicant by Col Joy Training Services and if the refund is approved, the payment will be processed within the stipulated 7-day time frame.

4.3. If the refund application is rejected by the Finance Officer, the applicant may appeal to the CEO of Col Joy Training Services. Complaints and appeals procedure and dispute handling procedure is available in the Col Joy Training Services Student Handbook.

4.4. The final decision made on the refund will reflect the commitment of Col Joy Training Services to hold places reserved for students and the amount of administrative and other resources incurred at that time.

4.5. 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 notified to Col Joy Training Services providing a supporting Medical Certificate.

#### **5. Payments and Recovery of outstanding fees**

- If account terms are approved by Col Joy Training Services, then you must pay the price stated in any tax invoice provided to you by the date noted in that tax invoice, to the address specified in that tax invoice.
- GST will only be charged to all relevant goods and services (this does not include accredited training and assessment services) and will be payable by you at the time of payment for any goods and services, in addition to any amounts charged by Col Joy Training Services
- Col Joy Training Services has a vigorous process for the recovery of outstanding fees from an employer where they are paying on the student's behalf. The failure to pay a fee owing is considered to be a breach of our account policies. This breach may be considered with the delay in release of student results or testamur(s) until such time the employer has paid the amount owing.
- For significant debts, formal debt collection actions may also be undertaken.

#### **6. Additional Fees**

6.1 **Course Extension Fee:** \$100 for a maximum period of six (6) months beyond your scheduled date for submitting evidence. This timeframe will vary from course to course; however you will receive email reminders on the status of your submission requirements. You must submit your application for extension prior to the course expiry date, and request permission in email.

6.2 **Certificate or Statement of Attainment re-issue:** \$30 (plus gst) for the reissue.

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