

Short Course Refunds Policy

Version 6, January 2020



1 Purpose

The purpose of this policy is to ensure students, corporate clients and staff are fully aware of the way student fees and refunds are to be handled. This policy is designed to ensure that all students and corporate clients are treated fairly and with integrity when applying for refunds, and to ensure that LivCor complies with the Standards for Registered Training Organisations (RTOs) 2015 and other legislative requirements relevant to refund of client fees.

2 Scope

This policy applies to delivery of individual units of competency, skill sets, short accredited courses and non-accredited courses as well as any combination of units and courses, accredited or otherwise. It does not apply to full qualifications as defined under the Australian Qualification Framework.

3 Policy Statements

3.1 Legislative Compliance

LivCor will at all times respect each student's or client's consumer rights and will abide by the following consumer protection legislation:

- Australian Consumer Law and Fair Trading Act 2012
- Australian Consumer Law and Fair Trading Regulations 2012

[In Victoria, the ACL replaces the Fair Trading Act 1999 (Vic) and the Trade Practices Act 1974 (Cth): parts IVa, V, Va and Vc.]

3.2 Cooling-Off Period

Under Australian Consumer Law, a '10-business-day cooling-off period' does not apply where a student of their own initiative approaches the training organisation and, while being fully aware of their Terms and Conditions, books into a course.

If a student was directly approached (face to face or by phone) by a training provider or a marketer, signed up on the spot and required to pay upfront, then a '10-business-day cooling-off period' would apply.

3.3 Payment Facilities

Payments can be made by credit card (MasterCard and Visa only) or by electronic funds transfer (EFT). Payment will be considered to have been received once funds have cleared in LivCor's bank account.

3.4 Fees and Charges

Upon receipt of your payment you will be issued with an electronic receipt and a confirmation email from our website verifying that you are aware you are enrolled.

3.5 Application

All Students will indicate upon enrolment into any course that they have read, understood and have accepted these terms.

3.6 Publication

This Fees and Refund policy and procedure will be made available to students through publication on the LivCor website.

4 Refund Procedures

- 4.1 All refund requests are to be processed within five (5) business days of the application being received and to be signed off by the LivCor Accounts Administrator.
- 4.2 If an individual participant needs to cancel or re-schedule their booking, notification must be provided to LivCor at least 48 hours prior to the scheduled training time.
 - a. If a request to re-schedule training is received 48 hours or more prior, the training will be re-scheduled at no cost.
 - b. If a request to cancel an individual's training is received 48 hours or more prior, any course fee paid will be refunded in full.
 - c. If an individual booking is cancelled without notice or with less than 48 hours' notice, the full fee for the course remains payable.
 - d. If the booking has been made by a third party, the third party will be invoiced for any non-attendance.
- 4.3 For group bookings and bookings for on-site training, notification to cancel or re-schedule the training must be provided to LivCor at least five (5) business days prior to the scheduled training date.
 - a. If a request to re-schedule group or client on-site training is received 5 or more business days prior, the training will be re-scheduled at no cost.
 - b. If a request to cancel group or client on-site training is received 5 or more business days prior, any course fee paid will be refunded in full.
 - c. For cancellation of group/onsite training less than 5 business days before the scheduled training time, LivCor reserves the right to charge a cancellation fee of up to 50% of the course fees.
 - d. For requests to reschedule a group/onsite course received on the day of the initial course booking will incur a fee of \$350 to cover trainer fees as we book trainers in advance.

- 4.4 Cancellation of a booking on the day of the training due to illness or hardship will require a medical certificate or notification from the course participant or employer confirming the reason for non-attendance.
- a. the booking can be re-scheduled at no cost, or
 - b. if cancelled, a partial refund (up to 50%) may be given.
- 4.5 If LivCor needs to cancel a course for any reason, public course participants will be offered an alternative date at no cost or a full refund more than 48 hours prior to the cancelled training. For corporate client on-site training, an alternative schedule will be arranged as mutually convenient, with notice of the change provided at the earliest opportunity.