

Cancellation and Refund Policy

Policy

Swinburne Open Education (RTO 3059) is committed to transparent and efficient cancellation and refund processes that comply with the requirements of Australian Consumer Law and Standard 5 of the *Standards for Registered Training Organisations (RTOs) 2015*.

Purpose

The purpose of this policy is to ensure that Swinburne Open Education implement an efficient cancellation process and refund procedures that comply with Australian Consumer Law and the requirements of the *Standards for Registered Training Organisations (RTOs) 2015*.

Scope

This policy applies exclusively to cancellation and refund activities related to students enrolled with Swinburne Open Education (RTO 3059) implemented in accordance with the established partnership agreement by Up Education Online.

Responsible Officer(s)

The Head of Student Support is responsible for ensuring that cancellation processes are undertaken in line with the processes described in the Cancellation and Refund Procedures.

The Head of Finance is responsible for ensuring that refund processes are undertaken in line with the processes described in the Cancellation and Refund Procedures.

The Head of Operations provides support in decision-making where cases are complex or require further interpretation to ensure consistency and alignment with policy.

Definitions

Definitions are located in the Glossary of Terms.

Review and Improvement

This policy and associate procedures are subject to regular review and improvement through Continuous Improvement processes as described in the Continuous Improvement Policy and Procedures.

Cancellation and Refund Procedures

1. Cooling-Off Period

The Cooling-Off Period ensures students have sufficient time to assess their course access and materials before making a final commitment. The Cooling-Off Period is defined as fourteen (14) calendar days from the **later** of the following dates:

- The date the student receives their login details from Swinburne Open Education, or
- The official commencement date of their course.

This means that if a student receives their login details before the course start date, the Cooling-Off Period will begin from the course commencement date. If they receive their login details after the course has started, the Cooling-Off Period will begin from the date they receive their login.

2. Overview of the cancellation and refund process

If a student wishes to terminate their studies before completion of course, the student is required to notify Swinburne Open Education in writing by emailing their request to the Student Support Team at studentservices@soe.edu.au.

A refund of course fees paid, minus a non-refundable \$100 administrative fee, will only be issued if Swinburne Open Education receives the Cancellation Request within the Cooling-Off Period.

If a Cancellation Request is received after the Cooling-Off Period but before the student reaches the halfway point of their enrolment period (excluding any extensions applied), the student will be eligible for a 50% reduction in course fee liability.

Refund eligibility is determined based on the conditions outlined in this policy and the Student Agreement provided at enrolment.

3. Refunds

A refund of the course fee (less any applicable administrative fees as outlined in the Schedule of Administrative Fees) will be issued where:

- the Cancellation Request is received within the Cooling-Off Period as defined in *1 Cooling-Off Period*.

A refund of the course fee will be issued where:

- The Cancellation Request identifies, and Swinburne Open Education agrees that it has failed to deliver the course to the required standards, for the required purpose or in the required time frame,
- The Cancellation Request identifies, and Swinburne Open Education agrees that the student received misinformation during the enrolment process,
- The Cancellation Request identifies some other deficiency in the enrolment process, or
- A Special Consideration application is received, and Swinburne Open Education considers that there are grounds for granting a refund or other remedy under Special Consideration to the student. Refer to the Special Consideration Process included in the Cancellation and Refund Procedures Guideline.

4. Refund where there is a failure in delivery of a course

Under the Australian Consumer Law, the courses offered by Swinburne Open Education come with guarantees that they will be:

- **Due Care and Skill:** Services will be carried out with due care and skill ensuring they are performed competently and take all reasonable steps to prevent loss or damage.
- **Fitness for Purpose:** Services will be reasonably fit for any disclosed purpose or achieve the results that Swinburne Open Education and the student have agreed upon.
- **Reasonable Timeframe:** If no specific timeframe is agreed upon, services will be supplied within a reasonable time.

Swinburne Open Education is legally obliged to provide a student with a full refund if requested where there is a 'major failure' of one or more of these guarantees. A major failure occurs where the service:

- Has a fundamental issue that, had the student been aware of it before enrolment, would have reasonably led them to decide not to proceed with the course.
- Is substantially unfit for delivering the intended educational or training purpose and cannot reasonably be rectified within an appropriate timeframe.
- Fails to provide the advertised learning outcomes or qualification as outlined by Swinburne Open Education, and the issue cannot be rectified within a reasonable timeframe.

If the failure that has occurred is not a major failure but is still a failure on the part of Swinburne Open Education, Swinburne Open Education is required to rectify the failure. This might involve, but is not limited to, updating course materials, allowing a student to resubmit an assessment or extending the maximum duration of the course.

Where a failure has occurred, Swinburne Open Education may be required under Australian Consumer Law to provide compensation if the failure results in a foreseeable financial loss to the student. Compensation is only applicable where the failure could have been reasonably foreseen and directly caused the loss.

5. Processing Cancellation and Refund requests Within the Cooling-Off Period

On receipt of a Cancellation Request within the Cooling-Off Period, Swinburne Open Education will:

- Log the application as a case in the Student Management System,
- Determine the application is within the Cooling-Off Period, and if so, inform the student that they will be refunded any course fees paid, less the administrative fee,
- Process the cancellation within 2 business days,
- Issue any applicable refund within 14 business days.

Prior to the halfway point of the Enrolment Period

On receipt of a Cancellation Request outside the Cooling-Off Period, and before the student reaches the halfway point of their enrolment period (excluding any extensions applied), Swinburne Open Education will:

- Log the application as a case in the Student Management System,
- Determine the application is prior to the student reaching 50% of their enrolment period, and if so, inform the student that they will be refunded any course fees paid in excess of 50% of the full course fees,
- Process the cancellation within 2 business days,
- Issue any applicable refund within 14 business days.

For major failure of guarantees claims

When a cancellation and refund request is submitted on the basis of a major failure under the Consumer Guarantees, Swinburne Open Education will:

- Log the application as a case in the Student Management System and gather any necessary evidence, including course records and policies.
- The Head of Student Services will assess the claim and determine if it meets the definition of a major failure under Australian Consumer Law.
- If the claim is complex or unclear, the Head of Student Services will consult with the Head of Operations before making a final decision.

- Decide whether a full or partial refund is appropriate, considering the extent of the failure and any portion of the course accessed.
- Communicate the outcome to the student in writing, including the decision, any refund or alternative resolution, or the reasons if the claim is not approved.
- Swinburne Open Education will aim to provide an outcome within 20 business days from the receipt of all necessary supporting documentation. Where a refund is approved, it will be processed within 14 days of the final outcome being communicated to the student.

Cancellation and Refund Procedures Guideline

Special Consideration Process

Students applying for Special Consideration must notify Swinburne Open Education in writing by emailing their request to the Student Support Team at studentservices@soe.edu.au, and include all relevant documentation along with their cancellation request.

The information and supporting documentation provided should demonstrate that the circumstances are continuing and serious which will materially affect the student's ability to continue with the course.

It is recommended that students, who wish to apply for Special Consideration, should first contact Student Support to discuss the matter.

If a Special Consideration application is received and Swinburne Open Education considers that there are grounds for granting Special Consideration to the student, the student may be provided with either:

- An early cancellation of their course, with fees adjusted depending on whether the request was made before or after reaching 50% of the course duration.
- An extension of the maximum course duration to allow additional time for completion.
- Additional support services.
- A release from payment of future instalments.
- A reduced payment arrangement for a period of time.
- A deferred payment arrangement for a period of time.

Special Consideration will not be given if a student seeks Special Consideration on the sole basis of:

- Changing jobs or changing work hours
- Moving address (including interstate or international moves),
- Course changes because of a regulatory change governing Swinburne Open Education.

- Finding the course more difficult, time consuming or stressful than the student had expected
- The student resigning or terminating their employment.

On receipt of a Special Consideration Cancellation application, Swinburne Open Education will within 20 business days:

- Log the case in the Student Management System,
- Place the current payment schedule and/or any associated collection activity on hold (if applicable)
- Investigate the Special Consideration case
- Make a decision and communicate the final outcome to the student in writing.

Where approved, any refund will be issued within 14 days from the date the final outcome is provided to the student.

Related Policies and Documents

The following policies and documents should be read in conjunction with this policy:

Australian Consumer Law – Governs consumer rights and obligations related to refunds and service guarantees
<https://consumer.gov.au/legislation/current-legislation>

Standards for Registered Training Organisations (RTOs) 2015 – Regulatory framework setting compliance requirements for RTOs. <https://www.legislation.gov.au/F2014L01377/latest/text>

Continuous Improvement Policy and Procedures – Outlines the approach for reviewing and improving policies and procedures.

Student Agreement – Details the terms and conditions of enrolment, including cancellation and refund provisions. [provided to learner at time of enrolment]

Special Consideration Process – Defines the process and criteria for students applying for special consideration.

Cancellation and Refund Procedures Guideline – Provides additional procedural guidance for processing cancellations and refunds.

Change Log – Cancellation and Refund Policy

Version	Date	Author	Changes Made
V1.0	August 2021	SOE	Initial release of policy and procedures
V2.0	March 2025	SOE	Comprehensive policy review and update

- Cooling-off period extended from 7 to 14 days
- Cooling-off period trigger simplified for clarity
- Policy wording revised to reduce ambiguity and support consistent application
- Flexibility introduced for compassionate or unique circumstances
- Refund processing timeframes clearly defined (2 business days to process, 14 to refund)
- Policy updated to correctly reflect Australian Consumer Law obligations
- Escalation pathway for complex refund decisions added (Head of Operations oversight)

Glossary of Terms

Term	Definition
Australian Consumer Law (ACL)	A national law that protects consumer rights and sets guarantees for goods and services, including education and training services.
Cancellation	The formal process of withdrawing from a course before completion, either initiated by the student or Swinburne Open Education under specific circumstances.
Cancellation Request	A written request submitted by a student to formally withdraw from their course before completion.
Cooling-Off Period	A 14-calendar-day period from the later of when a student receives their login details or their course start date. If a student cancels their enrolment within this timeframe, they may be eligible for a refund (less any applicable administrative fees).
Course Duration	The official length of time a student has to complete their enrolled course, as outlined in their Student Agreement. This refers to the original enrolment period and does not include any extensions granted under Special Consideration or other policies.
Course Fees	The total cost associated with undertaking a course, including tuition fees and any applicable administrative charges.
Enrolment Contract	The agreement between a student and Swinburne Open Education that begins when the student accepts the Student Agreement, meets all enrolment conditions, and is provided with login details.
Extension of Course Duration	Additional time granted to a student beyond their original course duration, typically provided under Special Consideration.
Major Failure	A failure under the Australian Consumer Law where a course: <ul style="list-style-type: none"> - Contains a fundamental issue that would have prevented the student from enrolling had they been aware of it - Is substantially unfit for its intended educational purpose and cannot be rectified or - Fails to deliver the advertised learning outcomes or qualification.
Partial Refund	A refund issued in cases where a student has accessed a portion of the course but is entitled to a refund due to special consideration or major failure.
Registered Training Organisation (RTO)	An accredited education provider that delivers vocational education and training in compliance with the Standards for RTOs 2015.
Special Consideration	A process allowing students to apply for course cancellations, extensions, or adjustments due to extenuating circumstances, such as serious illness or hardship.
Student Agreement	A contractual document provided at enrolment outlining terms, conditions, fees, and refund policies.
Student Support Team	The designated team responsible for handling student enquiries, including cancellation requests and applications for Special Consideration.