

## 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.

### *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 is defined as **seven (7) calendar days** from the start date of the Enrolment Contract. The Enrolment Contract commences when all of the following conditions have been met:

- A student accepts the terms and conditions of their Student Agreement,
- All Enrolment Conditions specified on the Application Form have been met, and
- Swinburne Open Education sends a student their login details.

The Cooling Off Period commences from the last date that all 3 things have occurred (generally when the login is provided).

### *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](mailto:studentservices@soe.edu.au).

A refund of course fees paid, less any applicable administrative fees (as described in the Schedule of Administrative Fees) will only be issued if Swinburne Open Education receives the Cancellation Request within the Cooling Off Period as defined in *1 Cooling Off Period*, above.

Subject to Australian Consumer Law, a 50% reduction in course fee liability is applicable if Swinburne Open Education receives the Cancellation Request before the student reaches the halfway point of their enrolment period (excluding any extensions applied).

The Student Agreement and this Policy and Procedures outline the terms and conditions governing the cancellation of a course and whether any refund is payable.

### *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:

- Provided with acceptable care and skill or technical knowledge and taking all necessary steps to avoid loss and damage,
- Fit for the purpose or give the results that Swinburne Open Education and the student agreed to,
- Delivered within a reasonable time frame when there is no agreed end date,

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 problem that would have stopped the consumer from buying it if they had known about it,
- Is substantially unfit for its purpose and cannot easily be fixed within a reasonable time,

- Does not meet the specific purpose that the student asked for and cannot easily be fixed within a reasonable time.

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, in some circumstances Swinburne Open Education may be liable for compensation for loss that a student has experienced as a result of the failure by Swinburne Open Education to meet the guarantee. Swinburne Open Education may be liable where the problem could be reasonably foreseen.

### *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*

On receipt of a cancellation and refund request on the basis of a 'major failure' relative to one or more of the Consumer Guarantees, Swinburne Open Education will:

- Log the application as a case in the Student Management System,
- Investigate the claims associated with the application,
- obtain any additional information, if required, regarding the application,
- Based on the evidence, determine whether a refund should be given, and whether this should be a full refund,
- Inform the student of the final outcome in writing including:
  - for approved applications, any proposed solutions,
  - for rejected applications, the reasons for the decision

Swinburne Open Education will endeavor to provide an outcome for of major failure cancellation and refund requests within 20 business days from receipt of all necessary supporting documentation in relation to the application. Where approved, any refund will be issued within 14 days from the date the final outcome is provided 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](mailto: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:

- A pro rata refund of the Course Fees (after taking into account the portion of the course that has been completed and the costs associated with the provision of learning materials),
- An extension of the Maximum Duration of the course,
- 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,
- Changing work hours,
- Moving address (including interstate or international moves),
- Course changes as a result 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.

