

Mater Education Refund Policy

Document ID:	PY-MEL-040017	Version number:	01
Release date:	23 Jun 2020	Approval authority:	General Manager Education and Training

Table of contents

1. Policy statement.....	1
2. Principles	1
3. Compliance	2
4. Definitions	3
5. Documents related to this policy	3
6. Document controls	4

Affirmation

This governance document is consistent with [Mater's Mission, Vision and Values](#).
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1. Policy statement

Mater Education must exercise due care and skill when providing services to consumers. Services must also be fit for purpose.

Mater Education will provide consumers with clear, current and accurate information about our services to enable consumers to make informed choices.

1.1 Scope and context

This policy applies to the protection of consumer rights under Australian law where Mater Education collects fees from an individual learner, either directly or through a third party.

These requirements do not apply where an employer engages Mater Education to provide services to members of its staff through a negotiated commercial transaction.

2. Principles

The following set of principles describes the objectives and outcomes of the policy:

2.1 Principle one: Consumer Guarantees

Mater Education services come with automatic consumer guarantees. Mater Education will accurately represent the services it provides but does not guarantee that:

- a learner will successfully complete training, or
- training can be completed in a manner which does not meet the inherent requirements of course, or
- a learner will obtain an employment outcome where this is outside the control of Mater Education.

Consumer guarantees do not apply for a change of mind, finding another service cheaper elsewhere or it was later decided that there was no further use for the service.

2.2 Principle two: Refunds

Mater Education will offer a replacement service where possible.

Any request for a refund will be treated fairly however eligibility for a refund will be based on the services provided and the costs incurred by Mater Education in order to provide such services.

Refunds will not be provided for materials purchased by the consumer that will become the property of the purchaser.

2.3 Principle three: Cancellation of a service

If Mater Education was unable to deliver the service as agreed due to insufficient numbers or other unforeseen circumstances, it will refund any fees paid in full.

2.4 Principle four: Eligibility for a refund

Notifications to cancel enrolment must be received in writing no less than 10 business days (2 weeks) prior to the start of the course. Where hard copy pre-course learning materials have been provided (shipped) or access granted to electronic pre-course learning material it is deemed that the person has started the course and no refund applies.

For cancellations received less than ten business days prior to the start of a course, a full refund of fees paid will be made less an administration fee a 15% of course fees.

Refunds do not apply where:

- people don't complete the course once it starts, or
- people fail to attend.

From time to time Mater Education will apply different eligibility criteria for a refund due to its investment in the provision of such a service and/or due to the legislative or regulatory requirements of the service. Variations to this policy will be clearly displayed so that the consumer can make an informed choice.

2.5 Principle five: Special circumstances

A refund can be sought where special circumstances apply. Requests for a refund must demonstrate to Mater Education's satisfaction that the circumstances were:

- beyond a person's control
- did not make their full impact until on, or after, the service, or the part of the service commenced, and
- made it impracticable to continue.

Where special circumstances have been demonstrated to the satisfaction of Mater Education, a full refund applies.

3. Compliance

3.1 Legislative compliance

- a. Australian Consumer Law
- b. VET Student Loans Act 2016
- c. Vocational Education and Training (VET) Pre-qualified Supplier (PQS) Agreement

3.2 Industry standards

- a. Standards for Registered Training Organisations (RTO) 2015

4. Definitions

Term	Definition
Consumer	The consumer is an individual who pays some amount of money to consume goods and services.
Service/s	A type of activity that is intangible; is not stored and does not result in ownership.
Consumer guarantees	are a set of automatic rights provided to consumers of any goods or services they purchase in Australia.
Due care and skill	use an acceptable level of skill or technical knowledge when providing the services take all necessary care to avoid loss or damage when providing the services.
Fit for purpose	services for a specified purpose, or to achieve a particular result, the business guarantees the services will be fit for the specified purpose.

5. Documents related to this policy

Mater documents

Document Type	Document ID	Document Title
Policy	PY-MEL-040014	Re-crediting HELP balances
Procedure	PR-MEL-040005	Complaints and appeals
	PR-MEL-040011	Marketing and advertising
Other		Simulation as a teaching tool cancellation and refund statement
	IS-MEL-040032	Refund of Tuition Fees after the Census Day

External documents

1.	ACCC - Consumer rights and guarantees
2.	
3.	

6. Document controls

6.1 Document revision history

Version	Release date	Description	Risk-rated Review date
1.	23 Jun 2020	First version	Jun 2023

6.2 Document review and approval

Name Person/committee	Position If applicable	Function Owner/author/review/approve
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Barry Hankinson	General Manager Education and Training	Authorised by

6.3 Keyword indexing

Keywords:	Education, MEL, refund, cancellation, fees
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