

# Refund Policy

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# IPS Institute

## Refund Policy

The following refund policy will apply:

- **Prior to commencement.** Students, who gives notice to cancel their enrolment **10 business days** or more prior to the commencement of a course, will be entitled to a full refund of fees paid.
- **Prior to commencement.** Students who give notice to cancel their enrolment **9 business days** or less prior to the commencement of a course will be entitled to a 75% refund of fees paid. The amount retained (25%) by IPS Institute is required to cover the costs of staff and resources which will have already been committed based on the student's initial intention to undertake the training.
- **After commencement.** Students who cancel their enrolment after a course has commenced will not be entitled to a refund of fees of any fees paid in advance. An exception to this policy is where IPS Institute fails to fulfil its service agreement and fees are refunded under our guarantee to clients.

Discretion may be exercised by the Chief Executive Officer in all situations, if the student can demonstrate that extenuating or significant personal circumstance led to their withdrawal. In these cases, the student should be offered a full credit toward the tuition fee in another scheduled course in-lue of a refund. Chief Executive Officer may also authorise a refund of tuition fees if the circumstances require it.

Where refunds are approved, the refund payment must be paid to the student within 14 days from the time the student gave written notice to cancel their enrolment. Tuition refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the student on the Refund Request Form.

All requests for refund of fees must be made in writing using the *Refund Request Form* which may be obtained from IPS Institute reception or from the website. The form must be signed by the student.

The following outlines the IPS Institute refund policy is various circumstances and situations which may arise:

- Cancelling enrolment after a course has commenced - Students who cancel their enrolment after a course has commenced will not be entitled to a refund of fees.

- Refunds for textbooks - Where a student has purchased a textbooks or training workbooks and subsequently cancels, IPS Institute will not provide a refund monies for a textbooks or training workbooks.
- Refunds of enrolment fees - Where an enrolment fee applies, enrolment fees are non-refundable in all circumstances.
- Non-transferable - IPS Institute refunds are not transferable to another person.
- Refunds for classes missed - No refunds will be made for classes missed due to exams, excursions, or other obligations that fall outside the normal schedule of classes.
- Intake numbers are insufficient - IPS Institute reserves the right to cancel a course if intake numbers for a scheduled course are insufficient. In the unlikely event that IPS Institute cancels a course if intake numbers are insufficient, the student will receive a full refund.
- Behaviour Misconduct - Students who demonstrate behavioural misconduct after being formally warned are to have their enrolment cancelled and will not be entitled to a refund.

#### **6. Replacement of text and training workbooks**

Students who require replacement of issued text or training workbooks will be liable for additional charges to cover the cost of replacement. Where a student has purchased a text or training workbooks and subsequently cancels his or her enrolment, IPS Institute will not refund monies for the text unless a written request for a refund is received, and IPS Institute is satisfied that the text is in as-new condition. For a full list of replacement charges please refer to IPS Institute *Schedule of Fees and Charges*.

#### **7. Statutory cooling off period**

A statutory cooling off period (which is 10 days) is a period of time provided to a consumer to allow them to withdraw from a consumer agreement, where that agreement was established through unsolicited marketing or sales tactics. These include tactic such as door-to-door sales and telemarketing. A statutory cooling off period allows a consumer to withdraw from a sales agreement within 10 days of having received a sale contract without penalty. IPS Institute do not engage in unsolicited marketing or sales tactics and therefore a statutory cooling off period in not applicable to our students who have enrolled into a course. For refund option in other circumstances, students must refer to the above refund policy.

#### **8. Consumer Protection and Guarantee**

If IPS Institute cancels or ceases to provide planned training, IPS Institute must issue a full refund for any services not yet provided. The basis for determining “services not yet provided” is to be based on the units of competency completed by the student and which can be issued in a statement of attainment at the time the service is ceased. As an example:

A student enrolled in a course of 2 units of competency and paid \$600.00 up front as the total course fee. The course was cancelled due to the trainer falling ill and the student at that time had completed 1 of the 2 units. The student's enrolment would be finalised, and the student would receive a Statement of Attainment for the 1 completed units. The student would also receive a refund of \$300.00 which represents that value of the training not delivered.

Students' undertaking a vocational education and training course are protected under Australian Consumer Law and under State and Territory consumer protection laws. These protections include areas such as unfair contract terms, the consumer guarantees, to statutory a cooling-off period, and unscrupulous sales practices. More information about consumer rights can be accessed from the Australian Consumer Law website which includes a range of helpful guides relating to specific areas of protection. Please visit the following site for more information: [Australian Consumer Law](#).

Students who are unhappy with IPS Institute arrangements for the collection and refunding of tuition fees are entitled to lodge a complaint. This should occur in accordance with IPS Institute complaints policy and procedure.

#### **9. Payment of GST**

GST is exempt under section 38-85 GSTR 2003/1 Goods and Services Tax, tax ruling. The ruling explains the supply of a course for 'professional or trade course' is a GST-free education course.

ATO reference:

<https://www.ato.gov.au/law/view/document?DocID=GST/GSTR20011/NAT/ATO/00001andPiT=99991231235958>

Where a student is enrolled in a course which is offering units of competency or a whole qualification, the course fees attached to this enrolment will be exempt from the payment of GST. GST does apply on the payment of some miscellaneous charges where these charges are in addition to and outside the normal services offered in a course. Please refer to IPS Institute schedule of fees and charges for details of what GST is and is not applied to.

#### **10. Changes to terms and condition**

If at any time there is a change to the agreed services to be provided or policies relating to the student's rights and the payment of fees and other charges, IPS Institute must advise current students in writing (email) prior to any of these changes coming into effect. This includes changes to course delivery arrangements, changes to ownership or third-party arrangements, changes caused by training product transition, or changes to our policies and procedures.

Students are to be notified of any changes to terms and conditions 28 days prior to these changes coming into effect. On being informed of these changes, students have the right to



appeal the decision of IPS Institute if the decision effects the terms of their enrolment or the services agreed to at the beginning of their enrolment.