

<b>Policy Name</b>	<b>Refund Policy</b>		
<b>Approver</b>	Head of First Aid & Mental Health	<b>Owner</b>	Australian Red Cross, Chief Finance Officer/Chief Operating Officer (CEO of RTO)
		<b>Lead</b>	Head of First Aid & Mental Health
<b>Version</b>	<b>Date of Approval</b>	<b>Summary of changes made</b>	<b>Next review due</b>
4.0	10 August 2023	Removal of fees information relating to VET qualifications Addition of policy on non-refundable items Adjustment of transfer and cancellation fees Adjustment of notice periods for cancellations and transfers	2024

### 1 Purpose

The aim of this policy is to ensure that consumers and Red Cross representatives can understand, follow, and apply Red Cross' approach to fees, changes, cancellations and refund policies for First Aid and Mental Health (FAMH) products and services. Red Cross is committed to a fair and equitable approach in resolving requests for cancellations and changes regarding FAMH products and services.

### 2 Scope and Audience

This policy applies to consumers who purchase a FAMH product or service from Australian Red Cross Society (Red Cross) and to Red Cross representatives. Red Cross' policy complies with the VET Quality Framework and the Australian Consumer Law.

This policy applies to:

#### Consumers, including:

- course participants – in this policy we refer to both individual and organisations collectively as students.
- anyone purchasing First Aid products from Red Cross (e.g., First aid kits, kit consumables).
- organisations that have an agreement with Red Cross for the provision of goods or services; and

#### Representatives, including:

- all Red Cross employees, contractors, volunteers, and other staff involved directly or indirectly with administering requests involving transactions for FAMH products and services.

This policy is guided by the principles of access, equity, fairness, timeliness, and the Australian Consumer Law.

### 3 Policy

Red Cross is committed to:

- asking consumers to read and accept this policy before they pay for their course
- making all details of any relevant procedures publicly available
- specifying reasonable timelines
- providing information about any applicable fees (see below)
- considering course cancellation and change requests in a consistent, transparent, objective, and unbiased manner; and
- ensuring students who request a change or cancellation are not discriminated against or unfairly disadvantaged.

Red Cross will provide the following fee information about its courses:

- Payment terms, when payments need to be made, and how to pay
- The amount payable for each course (one total amount including all fees such as course delivery, learning materials, administration, tax, other fees)
- Any fees and charges for additional services
- How to ask for a change or cancellation to a course
- Any applicable cooling off period or deadlines for changes or cancellations without penalty
- Who and how to contact Red Cross to request a return of any product and any fees involved.

For noting:

- i. FAMH can change its fees at any time without notice however will not change the cost of FAMH products and services that have already been paid for. FAMH will always try to provide reasonable notice of fee changes.
- ii. Course fees include a digital copy of the relevant certification which will be provided to each student when they pass their course.
- iii. Unless specified, fees for combined practical and online courses cover both the practical and online components.
- iv. FAMH reserves the right to cancel courses because of insufficient enrolment numbers or unforeseen circumstances and will not pay, or be liable for, any costs incurred by students in the event of a cancellation. When this occurs FAMH will notify students as soon as possible. If FAMH has cancelled a course the student can select between a full refund of fees or to move to another course date.
- v. Where the course is arranged by prepaid invoice, FAMH reserves the right to cancel the course if the invoice is not paid 7 days before the course.

### **3.1 Products**

FAMH sells products in several ways. This includes via its online and physical stores as well as part of an inclusive course package.

For information about exchange and refund for FAMH purchases made from Red Cross shops (in store and online) please [see the policy](#) on the Red Cross website.

### 3.2 Transfers or Changing to Another Course

Red Cross understands that life happens and sometimes changes need to be made to enrolments. Red Cross encourages students to transfer to a new date or available course if they have to change the date of their enrolment.

The terms below are applicable only where a student is transferring, which means the student must agree to a new course date.

Changes may be subject to approval and availability.

- a) To ask for a fee-free change the student will need to provide at least 7 calendar days' notice and contact Red Cross via phone 1800 733 276 or email [learn@redcross.org.au](mailto:learn@redcross.org.au)
- b) Where 7 calendar days' notice is not provided:

Transfer Scenario	Fee
Individual public bookings	\$50.00 per person
Moving the date of a private group course	10% of total invoice, plus additional expenses if applicable (see 3.2[c])

- c) Some changes may incur additional expenses regardless of the notice provided such as travel and accommodation costs for the trainer, or redirection, redelivery or return fees related to course resources. FAMH reserves the right to charge these costs to organisations only (not individuals) only if the amount has been provided prior to enrolment and where agreement to the additional costs in case of change has been given.
- d) If the request is to change to an alternative course with a different cost, FAMH will charge or refund the difference in course fee (less any applicable transfer fees).
- e) Any increases in course fees or learning materials for a change in course will be charged to the student before the change is approved.

### 3.3 Cancellation

Red Cross acknowledges that there may be times where students need to cancel an enrolment.

To ask for a fee-free cancellation the student will need to provide at least 7 days' notice and contact Red Cross via phone 1800 733 276 or email [learn@redcross.org.au](mailto:learn@redcross.org.au)

- a) Where 7 calendar days' notice is not provided prior to cancellation request, course payment is forfeited, subject to the refund policy.
- b) Some cancellations may incur additional expenses regardless of the notice provided such as travel and accommodation costs for the trainer, or redirection, redelivery or return fees related to course resources. FAMH reserves the right to charge these costs to organisations only (not individuals) only in the event that the amount has been provided prior to enrolment and where agreement to the additional costs in case of change has been given.
- c) If the student cancels or withdraws from a course before meeting accreditation requirements the student will still be given recognition for the units completed up to the date of withdrawal, provided all fees due up until this date have been paid in full.
- d) In certain instances, FAMH stipulates that enrolment fees include payment for materials or resources, including online learning materials or training resource kits. These materials or resources are supplied digitally or dispatched to students upon enrolment and are non-returnable and non-refundable, irrespective of usage status. Only in the case of a fault with the learning resources will a refund be considered. It is imperative for all students to review both the enrolment conditions and this policy prior to making a payment.
- e) Enrolling in virtual courses prompts the dispatch of a resources kit to the student upon confirmation, which is not returnable unless faulty. Therefore, the refundable amount is adjusted by deducting the kit's cost, along with postage and packaging expenses. The remaining portion of the enrolment fee is then considered in line with this policy (e.g., considering a 7-day notice period).

### 3.4 Refunds

This policy does not exclude consumer rights at law, under the Australian Consumer Law. Students can ask to change course or for a refund via phone or email. Red Cross will assess all refund requests fairly and reasonably.

- a) If FAMH cancels a course, students enrolled at the time will be able to change to a different course. If this is not feasible a full refund will be provided.
- b) If at least 7 calendar days' notice has not been provided and there are no special circumstances for consideration, FAMH will not provide a refund.
- c) Where the student has enrolled into a course and gained access to non-refundable materials or learning resources such as online learning or kits – the cost of these resources will be deducted from any refund paid to the student.
- d) If it becomes necessary for FAMH to remove a student from a course due to misconduct, failure to adhere to public health requirements or not following FAMH instructions FAMH will not provide a refund.
- e) FAMH may use its discretion to waive fees and issue a full refund where special circumstances apply.
- f) To make a claim for special circumstances, including rights under the Australian Consumer Law, the student must email [quality@redcross.org.au](mailto:quality@redcross.org.au) giving details of the special circumstances, why these can't be dealt with via a course change or change in delivery (for example, to online), and independent evidence to support the claim. Claims will be reviewed by the FAMH Quality and Content Manager, or delegate.
- g) Red Cross will make a decision in line with this policy and notify the student, within a reasonable timeframe.
- h) Where a refund of course fees is to be paid to the student, this may take up to thirty (30) days to process, following confirmation being sent to the student.
- i) Where outstanding fees are payable by the student, a final invoice will be issued to the student. No statements of attainment, testamurs or documents will be issued for course units already completed, until all outstanding payments have cleared into Red Cross accounts.

**4 Other**
**4.1 Definitions**

Term	Definition
Course Commencement Date	Either: the first time a student accesses an online course or the first day of the face-to-face course class.
Enrolment	Enrolment starts from the date that an application is approved and application fees are paid.
Course	<p>An accredited first aid course including Units of Competency from a training package (i.e. HLTAID009 Provide Cardiopulmonary Resuscitation) or first aid accredited courses or modules from nationally recognised course curriculum (i.e. 22578VIC Course in First Aid Management of Anaphylaxis).</p> <p>A non-accredited first aid or mental health course, such as Mental Health Matters, First Aid for Babies and Children, Let's Talk First Aid.</p>
Special Circumstances	<p>Special circumstances are events beyond a student's control that prevent them from attending their course and which cannot be addressed by a change to online or alternative study arrangements (for example: .extended periods of hospitalisation for conditions not present at time of enrolment, secondment overseas by government agencies including the armed forces).</p> <p>Independent evidence to support the claim, such as a doctor's certificate, must be provided.</p>
VET Quality Framework	<p>The VET Quality Framework is aimed at achieving greater national consistency in the way providers are registered and monitored and in how standards in the vocational education-training sector are enforced.</p> <p>As a Registered Training Organisation (RTO), Red Cross must comply with the VET Quality Framework, which consists of:</p> <ul style="list-style-type: none"> <li>• the Standards for Registered Training Organisations 2015</li> <li>• the Australian Qualifications Framework</li> <li>• the Fit and Proper Person Requirements</li> <li>• the Financial Viability Risk Assessment Requirements</li> <li>• the Data Provision Requirements</li> </ul> <p>Policy to be read in conjunction with NVR Standards for RTO 2015; SRT0 5.3; 5.4; 7.3; Schedule 6</p>
7 Days' Notice	<p>Defined as 7 calendar days counting back from the date the course is scheduled to commence.</p> <p>Example: If your course is on Wednesday, notice must be provided by close of business on Tuesday in the week prior.</p>

#### 4.2 Related Documents

- (a) Terms and Conditions: [Terms and conditions | Australian Red Cross](#)
- (b) Privacy Policy: [Privacy | Australian Red Cross](#)
- (c) Privacy Collection Statement: [Privacy collection statement | Australian Red Cross](#)

#### 4.3 Related legislation / standards

- (a) Australian Consumer Law
- (b) the Standards for Registered Training Organisations 2015
- (c) the Australian Qualifications Framework
- (d) the Fit and Proper Person Requirements
- (e) the Financial Viability Risk Assessment Requirements
- (f) the Data Provision Requirements

#### 4.4 Scenario Examples

##### CANCELLATION of enrolment:

<i>Notice</i>	
Less than 7 days' notice	100% cancellation fee
7 days' notice or more	Refund eligible (less any expenses incurred as per 3.3b)

##### TRANSFER to a new date:

<i>Notice</i>	
Less than 7 days' notice	\$50 (subject to discretion)
7 days' notice or more	No fee

##### TRANSFER examples

<i>Reason</i>	<i>Notice</i>	<i>Fee</i>
I'm sick and cannot attend	Less than 7 days'	\$50 fee
I have to work and cannot attend	Less than 7 days'	\$50 fee
I booked the wrong course	Less than 7 days'	\$50 fee plus the difference in price for the new course
I cannot attend day 2	Less than 7 days'	\$50 fee
Transport strikes, weather events, other unforeseen events outside of control	Less than 7 days'	No fee