

# Mater Education Refund Policy

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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. It applies to all programs delivered by Mater Education where fees are charged to an individual learner.

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.

Consumers may seek to transfer their enrolment which can be done once at no charge. Any further requests to transfer enrolment will incur a transfer fee. See Appendix 2.

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

An administration fee will apply for processing refunds. See Appendix 1.



## 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 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.

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. See Appendix 1.

## 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 are:

- 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.

Special circumstances generally relate to personal illness or accidents. Supporting documentation will be required. They do not apply where a personal decision conflicts with any legal directive imposed on Mater Education post course commencement.

# 3. Compliance

## 3.1 Legislative compliance

- a. Australian Consumer Law
- b. VET Student Loans Act 2016
- c. Skills Assure Supplier 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.
Transfer	to move from one enrolment to another enrolment
Deferring/defer	to delay starting study/enrolment until a later time.
Administration fee	This is the cost to Mater Education in processing a refund which includes Merchant Fees for credit card payments

## 5. Related documents

### Mater documents

- MPPL-01534 Re-crediting HELP balances Policy
- MPPL-00772 Mater Education Complaints and appeals Procedure
- MPPL-00780 Mater Education Marketing and advertising Procedure
- Simulation as a teaching tool cancellation and refund statement

### External documents

- [ACCC - Consumer rights and guarantees](#)



## 6. Document information

### 6.1 Earlier revisions

Revision #	Published date	Comment
1	23 Jun 2020	First version (Document ID: PY-MEL-040017)
2	17 Feb 2022	Content reviewed and transferred new template
2.1	17 Feb 2022	Admin update: metadata input; no changes of approved contents
3-3.1	21 Mar 2022	Content Reviewed to include transferring enrolments; admin update by removing document approval and reviewing table to align with current template
4	14 Sep 2023	Content reviewed, changes made in section 2.2, 2.4 and Appendix 1, inclusion of administration fee in section 4

### 6.2 Key contacts

<b>Author</b>	Head of Quality and Compliance
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<b>Key words</b>	Education, MEL, refund, cancellation, fees
<b>Committee</b>	n/a

#### Affirmation

This governance document is consistent with [Mater's Mission](#).  
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## 7. Appendix 1

### Diploma of Nursing Students

Student Type	Census Date	Refund Applicable
VSL Eligible - Defer / Not Deferred (Non - Subsidised)	Pre-Census Date	Full Refund
VSL Ineligible	Pre-Census Date	Part Refund*
VSL Eligible - Subsidised	Pre-Census Date	Part Refund#
VSL Eligible - Defer / Not Deferred (Non - Subsidised)	Post-Census Date	No Refund
VSL Ineligible	Post-Census Date	No Refund
VSL Eligible - Subsidised	Post-Census Date	No Refund

\*Subject to Administration Fee of \$25.

# Students who are enrolled under Queensland Government funding arrangements and withdraw from unit/s of competency after the start of study date will receive a pro-rated refund i.e. receive a refund for the units not yet commenced. The \*Administration Fee will apply.

### Other (Non – Diploma of Nursing Students)

Commencement Date	Student Type	Refund Applicable
Certificate Students	All	Part Refund*
Placement Students	All	Part Refund*
Workshops	All	Part Refund*
Post Commencement Date	All	No Refund
Special Circumstances	All	Part Refund*

Where students have a debt to Mater Education, refunds will be applied to the debt prior to any remaining balance being paid to the student.

\*Subject to Administration Fee of \$25.

**First Aid, Cardiopulmonary Resuscitation (CPR) and Babies First Aid courses will incur a \$25 administration fee**



## 8. Appendix 2

### Transfer/Deferment of Enrolment (all courses)

Initial enrolment where a transfer is requested and there is no other date available;

- See Appendix 1

Initial enrolment where a transfer/deferment is sought;

- First transfer of enrolment to a new date at no charge.
- First deferment of enrolment at no charge (training must be completed within six months).

Subsequent transfers/deferments;

- Once enrolment is rebooked into a course, any subsequent transfer or deferment will incur a \$25 (incl. GST) fee.
- Once a deferred enrolment is rebooked into a course, any subsequent deferment or transfer will incur a \$25 (incl. GST) fee.
- Training must be undertaken within six (6) months of the original enrolment.
- Where training is not undertaken within six (6) months of the original enrolment, no refund of fees applies and deferred/transferred enrolment will be cancelled.

All transfer fees are payable prior to the course commencement date.

