



UPSKILLED

Cooling Off Period, Cancellation, Transfer, Withdrawal and Refund Policy

Version 3

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1. Policy Statement

This Policy provides information relating to

- 1.1. Cooling-off Period
- 1.2. Withdrawal of enrolment and amount of refund if eligible
- 1.3. Course transfer and application of transfer fees
- 1.4. Cancellation of enrolment and amount of refund if eligible

2. Policy Overview

- 2.1. Students may apply for a **Withdrawal** or **Transfer** from a course at any stage.
- 2.2. Upskilled may **Cancel** the Student's enrolment for specific reasons as defined in this Policy. Upskilled will notify the Student of its intention to cancel, in writing, within five (5) business days of the event that triggered Upskilled's intention to cancel.
- 2.3. A Student may request Withdrawal by submitting a request via email to studentsupport@upskilled.edu.au.
- 2.4. A Student can request a Transfer between Upskilled courses as per the guidelines in this Policy, via email to studentsupport@upskilled.edu.au.
- 2.5. A Cancellation occurs when Upskilled cancels the Student's enrolment when one or more of the following circumstances arise:
 - Breach of the Student Behaviour and/or [Code of Conduct](#) as defined in the [Student Handbook](#), or
 - The Student does not complete the course by the Course End Date, and has not requested for course extension before the Course End Date, or
 - Not meeting State funding or traineeship requirements, or
 - Expiry of the Commitment ID (CID) date for students subsidised under the NSW Smart and Skilled program, or
 - Plagiarism in three instances (see the section on plagiarism in [Student Handbook](#) for further details), or
 - Lack of course progression (see the section on Course Progression Policy in [Student Handbook](#) for further details), or
 - Serious academic and/or behaviour misconduct, or
 - Students cannot complete the qualification due to inadequate clearance checks required by work placement host organisations (if applicable).
- 2.6. A Refund, if approved, excludes Course Advisory and Onboarding Fees
- 2.7. If approved, a Refund will only be made to the consumer who has paid the Total Course Fee or part of the Total Course Fees. A Consumer includes a Student, an employer or a third party who has paid the full or part Total Course Fees.

3. Cooling-off Period

- 3.1. The Cooling-off Period is seven (7) calendar days from the date of receipt of payment of enrolment fees.
- 3.2. The enrolment fee may be in-full or a part of the Course Fees.

- 3.3. Upon Head of Faculty approval, a Student may be granted a Trial Period when reasonable adjustment, learning challenges, or disability have been identified. Refer section on support to Students with special needs and disabilities in the [Student Handbook](#) for more details.
 - a. The Trial Period will be fourteen (14) calendar days from the date of receipt of payment of enrolment fee, and
 - b. The Trial Period is not in addition to the Cooling-off Period, and these are mutually exclusive, and
 - c. The applicable Head of faculty will decide relating to Student's learning challenges, disability and Trial Period, and notify the Student in writing.
 - d. The Head of Faculty will update the relevant systems and notify the Education Consultant and Student Support Team.

4. Withdrawals during Cooling Off Period

- 4.1. Upskilled will provide the consumer with a full refund if Withdrawal occurs within the Cooling-off Period or Trial Period.
- 4.2. The consumer needs to submit such a request in writing to the Education Consultant.

5. Course Transfers within Upskilled during the Cooling-off Period

- 5.1. A Student can request a Transfer between courses by emailing their Education Consultant.
- 5.2. If the transfer request is approved, the student will be re-enrolled into the new course. This process will include a career call and signing of a new enrolment form.
- 5.3. If a Student has requested a Course Transfer during the Cooling-off Period, Upskilled will charge no transfer fee.
- 5.4. Any price difference between the original enrolled course and the new transferred course will be charged or refunded to the Student as applicable.
- 5.5. A Student who transfers during the Cooling-off Period is subject to the original Cooling-off Period (it does not reset).

6. Withdrawals post Cooling-off Period

- 6.1. Any Student that makes a withdrawal request post Cooling-off period remains liable for full course fees. Students need to submit such a request via email to studentsupport@upskilled.edu.au.
- 6.2. Under extenuating circumstances, a Student may be eligible for a partial refund. If so, Students are required to complete the [Special Consideration Form](#). In all cases, Upskilled will retain the Course Advisory and Onboarding Fees. Please see the [Special Consideration Policy](#).
- 6.3. If a Student is eligible for a partial refund, it will be calculated based on the following:
 - a. The Course Advisory and Onboarding Fee portions of the Total Course Fee is not refundable.
 - b. A Refund of Tuition Fees will be the lower of the two below:
 - (i) Pro-rata time refund, or
 - (ii) Pro-rata progress refund
 - c. Pro-rata time refund
 - (i) The Total Course Duration is based on the number of months between the Course Start Date and the Course End Date in the Training Plan.

- (ii) The Total Time remaining on the course is calculated as the time difference between the Course End Date (as per the Training Plan), and the Date of Submission of the [Special Consideration Form](#).
- (iii) Please see the Pro-rata time refund calculation below:

$$= \text{Tuition Fees X } \frac{\text{Total time remaining on the Course (Months)}}{\text{Total Course Duration (Months)}}$$

d. Pro-rata **progress** refund calculation

- (i) The Remaining Units of Competency (UOC) = Total Units of Competency_(UOC) in the course, less Units of Competency (UOC) marked Competent
- (ii) Please see the Pro-rata Progress refund calculation below:

$$= \text{Tuition Fees X } \frac{\text{Remaining UOCs}}{\text{Total UOCs}}$$

- 6.4. If a Student is on a payment plan, and the Course Fees paid by the Student on the date of process of refund is lower than the Total Course Fee amount (less any refund amount), the Student will continue to be liable for the balance amount.
- 6.5. If a Student is on a payment plan, and the Course Fees paid by the Student on the date of processing the refund is higher than the Total Course Fee amount (less any refund amount), Upskilled will refund the balance amount.
- 6.6. A Student has the right to appeal any decision by completing the [Appeal Form](#).
- 6.7. Clauses 6.4, 6.5 and 6.6 are also applicable to an employer or a third party who has paid the Total Course Fees or a part of it.
- 6.8. Upskilled will process approved applications for a refund within ten (10) business days upon receiving the outcome from Student Relations Team.

7. Course Transfers within Upskilled after Cooling-off Period

- 7.1. A Student can request a Transfer between courses by emailing a Student Support Officer at studentsupport@upskilled.edu.au.
- 7.2. If the transfer request is approved, the student will be re-enrolled in the new course. This process will include a career call and signing of a new enrolment form.
- 7.3. If Upskilled receives the transfer request within ninety (90) calendar days from the date of receipt of payment of the enrolment fee, the transfer fee will be \$500.
- 7.4. If Upskilled receives the transfer request between ninety (90) to one hundred and eighty (180) calendar days from the date of receipt of payment of enrolment fee, the transfer fee will be \$1250.
- 7.5. If Upskilled receives the transfer request after one hundred and eighty (180) calendar days from the date of receipt of payment of the enrolment fee, it will require Withdrawal from the course and re-

enrolment if eligible. The Student will be liable to pay the full course fees on the course that has been withdrawn.

- 7.6. If a transfer request is approved, any price difference between the original enrolled course and the new transferred course will be charged or refunded to the Student.
- 7.7. If a transfer request is approved and the Student has completed any UOC's in their initial enrolled course, the Tuition Fees retained by Upskilled against the current course will be calculated on a pro-rata basis as follows:

$$\text{Tuition Fee owed by the Student} = \frac{\text{Total Tuition Fees} \times \text{UOC completed}}{\text{Total UOC}}$$

8. Cancellations of a Student's enrolment by Upskilled

- 8.1. Upskilled can cancel a Student's enrolment at any time, including during or post the Cooling-off Period.
- 8.2. If Upskilled cancels the Student's enrolment in the course for reasons covered in this Policy, they will not receive a refund of paid fees and remain liable for remaining payment instalments, even though they may be within the Cooling-off Period.
- 8.3. A Student has the right to appeal this decision by completing the [Appeal Form](#).
- 8.4. Where a validated serious academic and/or behavioural misconduct and/or expulsion occurs, Upskilled may not provide the Student with an opportunity to address the issue, and an immediate cancellation will occur in these instances.

9. Full refunds post Cooling Off Period

- 9.1. In the following cases, Upskilled will grant a full refund of paid fees and provide acquittal from liability against remaining payment instalments:
 - a. Upskilled has made an incorrect eligibility assessment.
 - b. Student provides a partial payment to secure a position in a funded course, but eligibility requirements do not allow enrolment.
 - c. In the case of a superseded course where Upskilled is unable to transfer the Student to a new qualification at Upskilled or to another Registered Training Organisation (RTO), and the teach-out Period is not available for students to complete an existing course.
 - d. Upskilled closes or is no longer approved, to provide training under a State Funded Training Program (SFTP) or through a decision made by ASQA.

10. Changes to This Policy

We may amend this Policy from time to time. The current version of this Policy will be [available on our website](#).

Document Name	Version	Approved	Policy Owner	Effective	Review
Cooling Off Period, Cancellation, Transfer, Withdrawal and Refund Policy	3	CEO	CFO	01.02.2021	01.02.2022
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