

Cooling Off Period and Refund Policy

(Fee for Service – Online Courses)

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Purpose

KCA is committed under the *2025 Standards for Registered Training Providers (RTOs)* to providing transparent and fair processes for all potential students enrolling in our fee-for-service qualifications and courses. This Policy is aimed at protecting the rights of the enrolling student, and all associated stakeholders, including KCA.

Overview

As a matter of KCA policy, students who enrol in an online, fee-for-service qualification or course are entitled to a cooling off period of ten (10) business days from the date they pay (either a deposit, or in full) for their course at KCA. For the purposes of this Policy, "business days" means Monday to Friday, excluding public holidays in the state or territory in which KCA operates. This cooling off period is offered voluntarily by KCA and is separate from the Australian Consumer Law's statutory cooling-off right, which applies only to unsolicited consumer agreements (for example, door-to-door or telemarketing sales) and does not apply to a self-initiated online enrolment.

KCA's Eligibility for a Refund

Fees may be refunded by KCA where a student:

- Pays duplicate fees for the one service;
- Makes an overpayment; or
- Applies for Withdrawal from the course within the 10-business day cooling off period referred to below.

Cooling Off Period Conditions

If a student withdraws within the 10-business day cooling off period:

- A full refund of any course fees already paid will be provided.
- Any future scheduled payments or payment plans will be cancelled.

If a student withdraws after the 10-business day cooling off period:

- No refund will be provided.
- The student remains liable for the full cost of the course, including any remaining instalments under an agreed payment plan.

Discretionary Refunds

KCA may, at its discretion, refund a fee for reasons other than those described above, and will advise the student to apply for a refund should this occur. Nothing in this Policy limits or excludes a student's rights under the Australian Consumer Law (ACL), including the consumer guarantees under Part 3-2 of the ACL (for example, that services are provided with due care and skill, are fit for purpose, and are delivered within a reasonable time). Where KCA breaches the ACL, the student's entitlement to a remedy - which may include a refund - arises as a matter of law and is not a discretionary decision by KCA.

When KCA will not Refund Fees

For the avoidance of doubt, KCA does not accept the following circumstances as grounds for the refund of fees and will not refund fees where:

- A student merely changes his/her mind;
- A student provides forged or plagiarised documentation, or the organisation discovers that provided assessments are not valid in any way;
- A student has exceeded the 12 months from enrolment into the course in which an application is to be completed in, without an extension being granted;
- A student refuses to complete assessments; and
- A student has requested a refund outside of the 10-day cooling off period.

Procedure for Withdrawal

- Students must formally notify KCA in writing of their decision to withdraw from a qualification, training program, course or service.
- Students must apply for a refund through the KCA Learning Management System (LMS).
- Refunds, if applicable and approved, will be processed within 14 business days of receiving a formal written withdrawal application from a student.
- Any cancellation of payment or payment plans will be confirmed in writing.

Student Refund Complaint and Review Process

A student may appeal against a decision by the organisation not to grant a refund or only grant a partial refund, where the student believes that the organisation has not assessed or processed the refund request in accordance with this policy and procedure; or not all relevant information was taken into account when the refund was assessed.

Appeals against the calculation of the refund amount and/or refund method under this policy should in first instance be addressed in writing to the Training Manager who will deal

with the complaint and provide a written response within 21 business days. Where a student agrees to the terms of this policy, such agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take further action under the Australian consumer protection laws.

Acknowledgement

By accepting their enrolment and making the initial payment, students acknowledge and agree to the terms of their enrolment and this Cooling Off Period and Refund Policy.