

Refund and Transfer Policy

1. Purpose:

The purpose of this policy is to outline the conditions under which refunds or transfers may be granted for bookings made with KG Training and Assessing (KGTA).

This policy ensures that refund and transfer arrangements are applied consistently, transparently and fairly, while protecting the operational and commercial viability of scheduled training and assessment activities.

This policy applies to all bookings made with KGTA, including courses, assessments, Verification of Competency (VOC) assessments and Recognition of Prior Learning (RPL) services.

2. Policy Statement

KGTA is committed to ensuring there is a fair process for managing refunds and transfers where a party or candidate has made payment for a booking in a course, assessment or VOC.

Refund and transfer conditions are publicly available on KGTA's website prior to enrolment and are also included in the enrolment confirmation email once a booking has been confirmed.

Because KGTA delivers scheduled training and assessment activities with limited participant places, late cancellations or transfers may prevent places from being filled. As such, refund and transfer conditions are applied in accordance with the requirements outlined in this policy.

3. Policy Principles

3.1 Required Notice Period

For the purpose of this policy, business days are Monday to Friday and exclude weekends and public holidays in Western Australia.

A minimum of five (5) business days' notice means the cancellation or transfer request must be received before the start of the fifth business day prior to the commencement of the face-to-face activity.

The day of the activity is not counted when calculating the notice period. Requests received on the fifth business day prior to the activity will be considered short-notice requests.

3.2 Pre-Enrolment Suitability Review Outcomes

Prior to commencing training, prospective learners are required to complete KGTA's Pre-Enrolment Review Questionnaire to assist KGTA in determining whether the course is suitable for the learner.

Where the pre-enrolment review process indicates that a prospective learner may not be suitable for the course, KGTA will provide suitability advice outlining the concerns identified and any available options.

Where a prospective learner elects not to proceed with the booking following this advice, any fees paid will be refunded in full.

Where KGTA determines that a prospective learner cannot safely or reasonably participate in the course, the course reservation will be cancelled and all fees paid will be refunded.

This clause applies only where the withdrawal occurs as a direct result of the pre-enrolment review and suitability advice process, and prior to the commencement of training.

3.3 Cancellation and Refunds

If a course reservation or confirmed booking is cancelled within 24 hours of it being made (not within 24 hours of the course start date), all fees paid will be refunded in full.

Where a party wishes to cancel a confirmed booking after this period, a full refund will be given where a minimum of five (5) business days' notice before the commencement of a face-to-face activity has been provided to KGTA in writing. *Refer - 3.1 Required Notice Period.*

Where less than five (5) business days' notice of a cancellation has been given, all fees paid will be non-refundable. *Refer - 3.1 Required Notice Period.* This includes, but is not limited to situations where:

- A candidate is late for their activity for any reason;
- A candidate arrives for an activity but has not completed an entry requirement of the booking (e.g. mandatory study); or
- A candidate withdraws from their booking after it has commenced.
- A candidate is found to have engaged in cheating during assessment. In such circumstances, the candidate's participation will be terminated and no refund or transfer will be granted.

Where a candidate is late or has not completed an entry requirement, the candidate will not be permitted to attend the activity, and all fees paid will be non-refundable.

Inability to attend an activity for any reason will be considered on a case-by-case basis, and proof of circumstances may be required. Provision of proof and consideration by KGTA does not guarantee that a refund will be approved.

Any party wishing to request a refund must do so in writing to KG Training and Assessing via post or email. Approved refunds will be processed within 14 days of the request being received.

3.4 Transfers of Original Candidate - Five (5) Business Days' Notice Provided

Where a party wishes to transfer a booking for the original candidate to an alternative date or activity, the transfer will be granted where a minimum of five (5) business days' notice before the commencement of the face-to-face activity has been provided to KGTA in writing. *Refer - 3.1 Required Notice Period.*

3.5 Transfer Requests - Without Five (5) Business Days' Notice Provided

Where less than five (5) business days' notice of a transfer has been given, the request may or may not be granted depending on the circumstances. *Refer - 3.1 Required Notice Period.*

If a transfer is granted outside of the required five (5) business days' notice:

- All fees paid will be non-refundable, the booking is considered final and no refund will be available if the booking party / candidate subsequently cancels or fails to attend.
- No further transfers will be granted for the booking for any reason.

A transfer will not be granted where:

- The candidate does not arrive or is late for the activity; or
- The candidate arrives but has not completed an entry requirement of the booking (e.g. any mandatory study requirement).

In these circumstances the candidate will not be permitted to attend the activity.

Inability to attend an activity for any reason will be considered on a case-by-case basis, and proof of circumstances will be required. Provision of proof and consideration by KGTA does not guarantee that a transfer will be approved.

3.6 Transfers Due to Illness/Injury - Without Five (5) Business Days' Notice Provided

Where a candidate is unable to attend due to illness or injury, a transfer request may be considered by KGTA.

To support the request, a medical certificate must be provided. KGTA will only accept medical certificates from registered medical practitioners. Medical certificates issued by pharmacists or online providers/practitioners will not be accepted.

In accordance with the 2016 revision of the AMA Medical Certificate Guidelines, KGTA will not accept medical certificates from online medical certificate service providers unless the certificate was issued during a face-to-face consultation or there is a pre-existing doctor-patient relationship. Any certificate that does not meet these requirements will not be accepted.

Although requests may be made, without providing five (5) business days' notice (*Refer - 3.1 Required Notice Period*), there is no guarantee that a transfer will be approved, even with the provision of an acceptable medical certificate or other supporting documentation – KGTA will consider each request on a case-by-case basis.

Where a transfer is approved, only one transfer will apply, no further or additional transfers will apply for any reason, even with the provision of additional medical certificates or other supporting documentation.

3.7 Transferring to a Substitute Candidate

A booking may be transferred to a substitute candidate at no additional charge, provided KGTA receives notice prior to the commencement of the face-to-face activity.

Where a substitute candidate is nominated, KGTA must be provided with the candidate's contact details to allow the candidate to:

- Complete the Pre-Enrolment Review Questionnaire, and
- Undergo KGTA's suitability review process.

A substitute candidate will only be accepted where there is sufficient time for:

- The candidate to complete the Pre-Enrolment Review Questionnaire,
- KGTA to assess and advise on the candidate's suitability for the course; and
- The candidate to complete any required study prior to the commencement of the face-to-face activity.

KGTA reserves the right to decline a substitute candidate where the pre-enrolment review process indicates the candidate may not be suitable for the course or where the suitability review cannot be completed prior to the commencement of training. In these instances, the original booking conditions will apply and no refund, and no transfer to a different course instance will be granted for the booking.

Substitute candidates must be nominated and approved prior to the commencement of the face-to-face activity. Once training has commenced, substitute candidates will not be accepted.

3.8 Finalisation of Transferred Bookings

Where a transfer of a booking has been approved by KGTA, whether the request met the required five (5) business days' notice period or was approved outside of this notice period, the booking must be finalised within six (6) months of the original activity date.

For the purpose of this clause, finalised means that the candidate must have both booked and attended the rescheduled activity within this six (6) month period.

Where a transferred booking has not been finalised within six (6) months of the original activity date:

- The booking will be considered forfeited; and
- No further transfers, credits or refunds will be available.

4. Training Disruptions, Transfers or Cancellations Initiated by KGTA

KGTA makes every reasonable effort to deliver training and assessment activities as scheduled.

However, circumstances beyond KGTA's control may occasionally arise that affect delivery. These may include, but are not limited to:

- trainer illness / unavailability due to unforeseen personal circumstances
- equipment failure
- facility issues, or
- other unforeseen operational circumstances.

Where such circumstances occur, KGTA may need to reschedule, postpone, relocate or cancel the affected activity.

KGTA will notify affected candidates or booking parties as soon as practicable via phone, SMS or email.

Where KGTA is unable to deliver the activity as scheduled, the booking parties or candidates will be offered either:

- an alternative course date, or
- a full refund of any fees paid.

Where a refund is required, it will be processed within 14 days.

KGTA will make reasonable efforts to minimise disruption and provide suitable alternative arrangements where possible.