

Cancellation, Withdrawal and Refund Policy

Document Owner	Chief Executive Officer		
Responsible Officer	Director of Finance, Training & Administration RTO Manager		
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Related Documents	<i>BTS Student Enrolment Agreement</i> <i>Schedule of Administrative Fees</i> <i>Student Fees Policy</i> <i>Course Progress and Completion Policy</i> <i>Complaints and Appeals Policy</i> <i>Special Consideration Policy</i> <i>Student Code of Conduct and Misconduct Procedure</i>		
Version	Authorised by	Approved	Effective Date
1.0	Chief Executive Officer	11/04/2025	14/04/2025

1. Context

This policy outlines the conditions under which students' enrolment may be cancelled by Barrington Training Services (BTS) or when students withdraw their enrolment from a BTS course, as well as the circumstances under which refunds for course fees paid may be granted.

It ensures compliance with relevant legislative and regulatory frameworks, including the Standards for RTOs, and supports fair and transparent treatment of all students at BTS.

2. Definitions

Refer to the *[Explanation of Terms](#)* document.

3. Scope

This policy applies to all students enrolled with BTS, including those enrolled in full qualifications under Fee for Service arrangements, short courses and workshops, and government-subsidised programs (e.g. NSW Smart and Skilled).

This policy also applies to BTS staff who manage enrolments, course administration, and financial transactions related to cancellations, withdrawals, and refunds.

4. Principles

This policy is guided by the following principles to ensure fair, transparent, and consistent practices in the management of cancellations, withdrawals, and refunds:

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RTO code: 91397 **ABN:** 66 102 353 622

Address: Suite 1, 4 Columbia Court, NORWEST, NSW 2153, Australia

Phone: 02 9899 0600 **Email:** enquiries@barringtons.com.au **Website:** www.barringtons.com.au

- **Clarity and Transparency:** BTS is committed to providing students with clear and accessible information regarding their rights and responsibilities relating to cancellations, withdrawals, and refunds prior to enrolment and throughout their course.
- **Fairness and Equity:** All requests for withdrawal and refund are assessed on a case-by-case basis, considering the individual circumstances of the student, and ensuring consistency with policy guidelines and applicable legislation.
- **Compliance with Standards:** The policy aligns with the *Standards for Registered Training Organisations (RTOs)*, as well as relevant contractual obligations under government-funded training programs.
- **Student-Centred Approach:** BTS aims to support students to remain engaged in their learning wherever possible and considers compassionate and compelling circumstances where appropriate in refund decisions.
- **Financial Accountability:** BTS ensures responsible and ethical financial practices, including timely processing of refunds where eligible, and transparent communication of any deductions (e.g., administrative fees).
- **Right to Appeal:** Students have the right to appeal any decision made under this policy through the **BTS Complaints and Appeals Policy**.

5. Policy details

- a) Students have the right to withdraw from a course and request a refund in accordance with this policy and the **BTS Student Enrolment Agreement**.
- b) A student's rights to withdraw from their enrolment (including the right to a refund) is always subject to their rights under the Australian Consumer Law.
- c) All withdrawal and refund requests must be submitted in writing using the appropriate **Variation to Enrolment** forms, available on the BTS website under the Student Information page.
- d) Refunds are calculated fairly, consistently, and transparently based on the timing of the request.
- e) BTS may deduct applicable administrative fees as outlined in the **BTS Schedule of Administrative Fees** and the **Student Fees Policy**.

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- f) Students are encouraged to access the **BTS Complaints and Appeals Policy** in response to a **Notification of Intention to Cancel Enrolment** or if dissatisfied with the outcome of a refund request.
- g) BTS staff is responsible for recording students' enrolment cancellations as well as withdrawal and refund requests and their respective outcomes in the **Student Movements and Course Status Register** and the student's profile in the LMS.

5.1. Withdrawal

Students wishing to withdraw their enrolment from a course must:

- i. Notify BTS in writing by submitting the respective Variation to Enrolment Request form.
- ii. Submit a Refund Request form at the same time if they are seeking a refund of course fees paid.
- iii. When submitting the Variation to Enrolment Request form, provide supporting evidence where applicable.

5.2. Refund

Students requesting a refund of course fees paid must:

- i. Submit a completed Refund Request form to BTS, available on the BTS website under the Student Information page.
- ii. Provide supporting evidence where applicable (e.g. medical certificate for extenuating circumstances)
- iii. Acknowledge that submission does not guarantee approval; refund requests are assessed based on the criteria in Section 5.3 of this policy and clauses 32-35 of the BTS Student Enrolment Agreement.

5.3. Refund criteria and conditions

5.3.1. Fee for Service (Full Qualifications)

- a) For students enrolled in Fee for Service training (Full Qualifications), the amount of course fees refunded, less the applicable Administrative Fees as outlined in the Schedule of Administrative Fees, is dependent on when the Withdrawal and Refund Request were submitted.

Timing of Withdrawal	Refund Entitlement
28 calendar days or more before the agreed course start date	100% refund (less admin fees)
27 to 14 calendar days before the agreed course start date	50% refund (less admin fees)
Less than 14 calendar days to the day before the course start date	25% refund (less admin fees)
On or after the agreed course start date	No refund

- b) A **pro-rata refund** of the unused portion of the tuition fees if notice of withdrawal is submitted on or after the course start date **due to confirmed extenuating circumstances**, as outlined in the **Special Consideration Policy**. Extenuating circumstances include extreme illness or hardship and are subject to the following conditions:
- Satisfactory documentary evidence must be provided to BTS.
 - Any refund will be at the discretion of BTS.
- c) The above conditions apply:
- whether or not students have paid the Course Fees in full at the time of submitting the Withdrawal Request; and
 - if students are paying the Course Fees in instalments.
- d) Any changes to the course Maximum Duration (e.g. through extensions) do not affect the timing of the above periods. If BTS incurs any collection costs under clause 19 of the BTS Student Enrolment Agreement, students or the employer/third party, when the employer/third party is paying on behalf of the student, may be responsible for these costs at the time of withdrawal.

5.3.2. Fee for Service (Short Courses and Workshops)

- a) For students enrolled in Fee for Service training (Short Courses/Workshops), the amount of course fees refunded is dependent on when the Withdrawal and Refund Request were submitted.

Timing of Withdrawal	Refund Entitlement
7 days or more before the agreed course start date	100% refund
6 to 2 days before the agreed course start date	50% refund
Within 2 days before the agreed course start date	No refund

- b) Students may reschedule a short course prior to commencement if at least 2 days' notice (excluding weekends and public holidays) is provided. Otherwise, an enrolment deferment fee may apply.

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5.3.3. Government-subsidised training

For students enrolled in government-subsidised training (e.g. NSW Smart and Skilled), the amount of course fees refunded is dependent on when the Withdrawal and Refund Request were submitted.

Training Activity Status	Refund Entitlement
Once the student has commenced their training activity, and BTS has confirmed that the commencement is recorded	no refund
If the student has not commenced their training activity, and BTS has confirmed that non-commencement is recorded	100%

5.4. Situations where no refund is granted

- a) No refund will be issued under the following circumstances:
- Where BTS terminates an enrolment due to a **student failing to satisfy course requirements** relating to attendance or academic progress in accordance with the BTS Course Progress and Completion Policy, available on the BTS website.
 - Where BTS terminates an enrolment due to a **student failing to pay** an amount he/she was liable to pay the RTO, directly or indirectly, to undertake the course.
 - Where BTS terminates an enrolment due to a **student breaching the Code of Conduct**, such as misbehaving (i.e. consuming drugs, alcohol or smoking where not allowed in a training venue), violence, bullying and harassment of any kind, and causing problems for other students, staff, the RTO's reputation and its relationship with other organisations (such as building management) or for breaking laws anywhere in Australia.
- b) In all such cases, students retain the right to access the BTS Complaints and Appeals Policy.

5.5. Cancellation

- a) BTS reserves the right to cancel a student's enrolment under certain conditions where the student has failed to meet their responsibilities or uphold the standards outlined in BTS policies and procedures and the Student Enrolment Agreement.
- b) The cancellation of enrolment by BTS may occur for the following reasons:
- Failure to pay course fees.** Where a student does not meet their financial obligations by the required due dates.

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- ii. **Breach of the Student Code of Conduct**, Where a student engages in conduct that violates the expectations outlined in the BTS Student Code of Conduct. This includes but is not limited to, aggressive behaviour, harassment, substance abuse in training venues, or actions that damage BTS's reputation or disrupt the learning environment.
 - iii. **Behaviour impacting the welfare of others**. Where a student's actions or situation negatively affects the safety, wellbeing, or experience of others. This may include:
 - Cases involving a missing student or unexplained absences.
 - Medical concerns that compromise the student's ability to safely engage in training.
 - Abandonment of studies without formal notification.
 - Bullying, intimidation, or discriminatory behaviour towards peers or staff.
 - iv. **Breach of course progress requirements**. Where a student fails to make satisfactory academic progress as defined by the Course Progress and Completion Policy.
 - v. **Breach of attendance requirements**. Where a student does not meet the minimum attendance requirements specified for their course.
- c) Students will be notified in writing of any intention to cancel their enrolment and will be provided with the opportunity to respond or access BTS's **Complaints and Appeals Policy** prior to a final decision being made. Where a cancellation is confirmed, the student is not entitled to a refund of any fees paid, as per the terms outlined in this policy.

5.6. Timeframe for refunds

- a) Approved refunds will be processed **within 28 days** of the withdrawal and refund request outcome, which will only occur after receipt of all required supporting documents from the student.
- b) Approved refunds are processed to the original card or account used to make payment.

5.7. Withdrawal and refunds under the Australian Consumer Law

- a) The withdrawal and refund conditions outlined in this policy do not override or exclude any of a student's rights and remedies under applicable consumer protection legislation, including the Australian Consumer Law, which may encompass a student's right to a refund in specific circumstances.
- b) Additional information about the guarantees relating to BTS's services are set out in clauses 36-38 of the Student Enrolment Agreement.

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5.8. Withdrawal and refunds under Special Considerations

Students experiencing exceptional and ongoing circumstances, such as serious illness, personal trauma or hardship, that are likely to significantly impact their ability to continue and complete their course or meet future financial obligations to BTS, may be eligible to apply for Special Consideration. The **Special Consideration Policy** is available on the BTS website under the Student Information page.

6. Breaches

If a student or staff member is found to be in breach of this Policy, she or he may be subject to disciplinary action in accordance with the relevant Code of Conduct and Misconduct Procedure.

7. Appeals

Appeals concerning any decision taken in relation to this Policy should be made under the relevant Complaints and Appeals Policy, which can be accessed from the BTS website.

Document History:

Version	Date	Author	Reason	Sections
0.1	10/04/2025	Ivan Negro	Document Creation	All
1.0	11/04/2025	Jennifer Willis	Document Approval	All
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