

# CANCELLATION POLICY AND PROCEDURES

## 1. PURPOSE

The purpose of this policy is to establish clear guidelines in the event of cancellation of registration and courses before the end of the training programme. This policy outlines the terms and conditions and approval processes that must be followed.

## 2. CONSUMER PROTECTION ACT (CPA)

The Consumer Protection Act (CPA68 of 2008) sets out specific terms and conditions relating to deposits, cancellation of registration and refunds which apply to all higher education institutions. Teachers Learning Centre's policies and procedures comply with the requirements of the CPA.

According to the CPA, the term "service" means lectures, tutoring, mentoring, and "goods" mean study material, textbooks, notes, software, information on CDs, DVDs, videos, etc supplied by TLC to the student. In the context of education, the consumer according to CPA refers to a student who is enrolled for formal and non formal qualifications with the higher education institution and with whom the institution has a contractual relationship.

The CPA does not apply in the following circumstances:

- where goods or services are promoted or supplied to the State (government is not a consumer for the purposes of the CPA);
- where goods or services are provided at no cost and to a limited extent when a prize is awarded by way of a promotional competition; and
- where services are rendered in terms of an employment contract.

## 3. TERMS AND CONDITIONS

- 3.1 The student enters into a contractual relationship upon acceptance of all the terms and conditions in the Agreement.
- 3.2 The student is legally bound to the Agreement. It does not matter if the payment of fees is paid by someone other than the student (e.g. a parent, guardian, sponsor/funder or any other third party), the contract is with the student who will be the beneficiary of the training services and material.

- 3.3 The right to tuition is not transferable.
- 3.4 Students will be charged a '*change of course fee*' of 5% of the new course fee should they wish to transfer from one class to another, or from one mode of delivery to another e.g. from contact to distance learning.
- 3.5 Transferring from one class to another or from one mode of delivery to another will be dealt with on an individual basis and will be subject to the approval of Senior Management.
- 3.5 Students are responsible for ensuring that they are registered for the correct course and that they adhere to the latest and correct entrance criteria. TLC will not accept students who do not adhere to the entrance requirements for the courses they registered for. TLC will cancel the registration of students who registered without adhering to the entrance criteria for their chosen courses.
- 3.6 Where an outside funder sponsors the students' course (e.g. a learnership), it is the funders' responsibility to ensure that the students fulfil the entrance criteria. Should TLC be required to cancel the students' registration because they are not eligible for the course, the funder will be responsible for any cancellation fees.

## 4. CANCELLATIONS

### 4.1 Cancellation of Registration

- 4.1.1 Students remain liable for any amounts owed to TLC as at the date of written notice of cancellation.
- 4.1.2 Students have the right to cancel any advanced registrations and can claim a refund; however, TLC may impose a reasonable charge for such cancellation but may not withhold the entire amount paid.
- 4.1.3 A cancellation fee may not be charged where the student is unable to commence his or her studies due to the death or hospitalisation of the student. Similarly, no cancellation fee may be charged to a third party who is unable to honour the registration due to the death or hospitalisation of the student.
- 4.1.4 A reasonable cancellation charge is determined according to the circumstances of each case and is based on the training already delivered to the student at the time of cancellation, and the notice period given by the student.
- 4.1.5 A sliding scale of charges for cancellation can be used to determine the amount to be charged based on the circumstances of the cancellation. For example, a student who cancels the registration three months prior to commencement will be charged less than a student who cancels one week prior to the commencement of studies.

## 4.2 Cancellation of contact studies before completion

- 4.2.1 In the event that students cancel their studies before completion, TLC will be entitled to claim payment for all training delivered until the date of written notice of cancellation.
- 4.2.2 If students have paid their total fees in advance, but cancels their studies prior to completing the academic year, TLC may charge the student for all training delivered until the date of cancellation and must refund the student the remainder of the fees paid in advance, however TLC will also charge a cancellation fee.
- 4.2.3 A sliding scale can be used according to the period of cancellation, subject to what is reasonable in the circumstances.

| Cancellation Notification  | Cancellation Refund  |
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| <p><u>Contact Mode of Delivery</u></p> <p>Within 30 days of registration but before 6 months from date of registration</p> | <p>If course is <u>fully paid upfront</u> with discount, refund will be full course fee less</p> <ul style="list-style-type: none"> <li>• cancellation fee of 10% of full course fee;</li> <li>• cost of any study material already provided,</li> <li>• cost of any tuition already provided,</li> <li>• cost of any assessment/moderation fee.</li> </ul> <hr/> <p>If the student pays course fees <u>on a monthly basis</u>, there will be no refund and the student will be liable for:</p> <ul style="list-style-type: none"> <li>• any outstanding monthly payments;</li> <li>• cancellation fee of 10% of full course fee;</li> <li>• cost of any study material already provided,</li> <li>• cost of any assessment/moderation fee.</li> </ul> |
| <p><u>Contact Mode of Delivery</u></p> <p>Between 6 months and 12 months from date of registration</p>                     | <p>If course is fully paid up front with discount, refund will be full course fee less</p> <ul style="list-style-type: none"> <li>• cancellation fee of 20% of full course fee,</li> <li>• cost of any study material already provided,</li> <li>• cost of any tuition already provided,</li> <li>• cost of any assessment and moderation fee.</li> </ul> <hr/> <p>If the student pays course fees <u>on a monthly basis</u>, there will be no refund and the student will be liable for:</p> <ul style="list-style-type: none"> <li>• any outstanding monthly payments;</li> <li>• cancellation fee of 20% of full course fee;</li> <li>• cost of any study material already provided,</li> <li>• cost of any assessment/moderation fee</li> </ul>    |

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| <u>Contact Mode of Delivery</u><br><br>Within 3 months of completion of the course | If course is fully paid up front with discount, the student is not entitled to any refund and is able liable for a cancellation fee of 20% of full course fee.   |
|  | If the student pays course fees <u>on a monthly basis</u> , there will be no refund and the student will be liable for: <ul style="list-style-type: none"> <li>• any outstanding monthly payments;</li> <li>• cancellation fee of 20% of full course fee;</li> <li>• cost of any study material already provided,</li> <li>• cost of any assessment/moderation fee.</li> </ul> |

#### 4.3 Cancellation of Distance Learning studies before completion

4.3.1 Cancellation of Distance Learning programmes or courses will follow the same procedure as for the contact mode of delivery.

4.3.2 Since the payment method is per unit standard or per module, the sliding slide is as follows:

| Cancellation Notification  | Cancellation Refund   |
|--|---|
| <u>Distance Learning</u><br><br>Within 30 days of registration but before 6 months from date of registration | If course is <u>fully paid upfront</u> with discount, refund will be full course fee less <ul style="list-style-type: none"> <li>• cancellation fee of 10% of full course fee;</li> <li>• cost of any study material already provided,</li> <li>• cost of any assessment/moderation fee.</li> </ul>   |
|  | If the student pays course fees <u>per unit standard</u> , the student will be liable for: <ul style="list-style-type: none"> <li>• any outstanding payments on unit standard (completed or part thereof),</li> <li>• cancellation fee of 10% of full course fee;</li> <li>• cost of any study material already provided (e.g. via postal service or courier), and</li> <li>• cost of any assessment/moderation fee.</li> </ul>       |
|  | If the student pays course fees <u>per module</u> with a 10% discount, the student will be liable for: <ul style="list-style-type: none"> <li>• any outstanding payments on the module (completed or part thereof),</li> <li>• cancellation fee of 10% of full course fee;</li> <li>• cost of any study material already provided, (e.g. via postal service or courier),</li> <li>• cost of any assessment/moderation fee.</li> </ul> |

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| <u>Distance Learning</u><br><br>After 6 months from the date of registration | If course is fully paid up front with discount, refund will be full course fee less <ul style="list-style-type: none"> <li>• cancellation fee of 20% of full course fee,</li> <li>• cost of any study material already provided;</li> <li>• cost of any assessment and moderation fee.</li> </ul>   |
|  | If the student pays course fees <u>per unit standard</u> , the student will be liable for: <ul style="list-style-type: none"> <li>• any outstanding payments for the unit standard (completed or part thereof),</li> <li>• cancellation fee of 20% of full course fee;</li> <li>• cost of any study material already provided(e.g. via postal service or courier),</li> <li>• cost of any assessment/moderation fee.</li> </ul>       |
|  | If the student pays course fees <u>per module</u> with a 10% discount, the student will be liable for: <ul style="list-style-type: none"> <li>• any outstanding payments on the module (completed or part thereof),</li> <li>• cancellation fee of 20% of full course fee;</li> <li>• cost of any study material already provided, (e.g. via postal service or courier),</li> <li>• cost of any assessment/moderation fee.</li> </ul> |

#### 4.4 Cancellation due to unforeseen circumstances

4.4.1 TLC may not accept any payment from students when it is unable to provide the training programme due to insufficient numbers, change of programme or training venue.

4.4.2 If TLC accepts such payment and then is unable to provide the training to the student, TLC must refund the students the amount paid, plus interest at the prescribed rate from the date the student made payment to the date the student is reimbursed. The student may also be compensated for direct incidental costs if the circumstances leading to the cancellation of training was within the control of TLC, and TLC failed to take adequate steps to notify the student in advance.

#### 4.5 Student's Registration cancelled by TLC

4.5.1 TLC reserves the right to cancel a student's registration due to any infringement or disregard of the organisation's rules and regulations as stipulated in the Student Code of Conduct.

4.5.2 Students who are on monthly payment plans will not and cannot claim any refund if TLC cancels their registrations, since the monthly payments are for the availability and/or delivery of study material and tuition up to the end of the current month for which the student has paid.

4.5.3 If TLC chooses to cancel the registration of a student who has paid for the programme in advance, such a student is not entitled to a refund.

#### 4.6 Registration cancelled by the student

4.6.1 In the event of any student cancelling his/her studies for any reason whatsoever, this does not absolve the student from full liability for the payment of fees and any other charges, and shall be dealt with in accordance to the cancellation and refund policy.

4.6.2 The student's failure to make progress with his/her studies, or to complete a course for whatever reason, shall in no ways entitle him/her to a reduction in fees, a refund on fees paid in advance nor will it absolve him/her from full liability for outstanding payment of fees and other charges.

4.6.3 Students requesting cancellation are required to complete a Cancellation of Registration form (QMS 51) and indicate one or more relevant grounds for cancellation.

4.6.4 After the student's account has been validated, the grounds for cancellation will be considered by Senior Management and submitted to the Directors for final approval.

## 5. GLOSSARY OF TERMS

The following terms apply to this Cancellation and Refund Policy:

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|----------------------------|--|
| <i>"Agreement"</i>         | Means these terms of registration, the completed registration form, financial agreement, and the policies and procedures.  |
| <i>"Commencement Date"</i> | Means the date of the student's enrolment with TLC   |
| <i>"Fees"</i>              | Means any and all costs associated with the selected training programme, including but not limited to registration fees, facilitation fees, the study material, assessment and moderation fees, and/or third party courier cost for additional and /or replacement material, and which may be amended in the sole discretion of TLC from time to time. |
| <i>Goods</i>               | Means study material, textbooks, notes, software, information on CDs, DVDs, videos, etc supplied by TLC to the Student   |

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| <i>"Policies and Procedures"</i>          | Means all policies and procedures which govern the training programme's activities, the operation and execution of the Agreement, and the relationship between the student and TLC. and to which the Student becomes bound in terms of the Agreement. |
| <i>"Programme"</i>                        | Means the training programme, course, modules and/or unit standard offered by TLC which the student has selected on the registration form.  |
| <i>"Service"</i>                          | Means facilitation, instruction, teaching, lecturing, tutoring, training, mentoring, tutoring, supervising, counselling.  |
| <i>"Student"</i>                          | Means the person undertaking the selected training programme in terms of the Agreement, and /or their parent /guardian, and/or Guarantor, account/fee payer and/or Sponsor, as applicable.  |
| <i>Teachers Learning Centre (PTY) LTD</i> | Means the accredited training provider, Teachers Learning Centre (PTY) LTD abbreviated to TLC.  |