

# Refund Policy

## 1. Introduction

This Refunds and Consumer Guarantees Policy ("Policy") forms part of the Terms and Conditions governing the purchase and use of online training courses ("Courses") provided by Online Safety Induction and Training.

This Policy outlines the circumstances in which refunds may be granted, and the rights and obligations of consumers under the Australian Consumer Law (ACL) contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

By purchasing or accessing a Course from us, you acknowledge and agree to the terms set out in this Policy.

## 2. Australian Consumer Law and Consumer Guarantees

Under the ACL, consumers are entitled to certain non-excludable guarantees in relation to goods and services, including digital and online services such as our Courses. These guarantees include that the service will be:

- Provided with due care and skill;
- Fit for the purpose for which it is supplied;
- Supplied as described; and
- Delivered within a reasonable time, where no timeframe is specified.

These statutory guarantees cannot be excluded, restricted or modified.

Where the ACL applies, consumers may be entitled to a refund, replacement, re-supply, or other remedy depending on whether the problem constitutes a major failure or a minor failure.

## 3. Major Failures – Your Entitlement to a Refund

You are entitled to request a refund where a major failure has occurred under the ACL. A major failure may exist if:

- The Course is significantly different from its description, outline, or marketing materials;
- The Course contains substantial inaccuracies or omissions that prevent it from reasonably achieving the stated learning outcomes;
- You are unable to access or use the Course due to faults on our part, and we are unable to remedy the issue within a reasonable period;
- The Course is not fit for the stated or advertised purpose; or
- The Course is unsafe as supplied.
- Where a major failure is established, you may choose between a refund or other remedy permitted by the ACL.

## 4. Minor Failures – Rectification Before Refund

If a problem with the Course amounts to a minor failure, we are legally entitled to attempt to rectify the issue before a refund is provided.

Minor failures may include:

- Broken links, loading errors, or non-critical display problems within the Course;
- Temporary server or access interruptions;
- Outdated or incorrect content that can be corrected promptly;

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- Errors affecting a small part of the Course while the remainder of the content remains functional.

Where the failure is minor, we will provide one of the following remedies within a reasonable time:

- Correction of the issue;
- Re-supply of the Course or affected module;
- Extension of access time; or
- Provision of an alternative equivalent Course.

If we are unable to remedy a minor failure within a reasonable timeframe, you may then be entitled to a refund under the ACL.

## 5. Situations Where Refunds Are Not Provided

Subject to the ACL, refunds will not be issued in the following circumstances:

- Change of mind after purchase.
- Incorrect purchase resulting from user error (e.g., purchasing the wrong Course).
- Failure to complete the Course within the designated access period.
- Unsuitability based on personal preference, where the Course content has been delivered as described.
- Misunderstanding of the purpose or level of the Course where it has been accurately described.
- Technical issues caused by the user's hardware, software, internet connection, or firewall settings.
- Situations where the consumer has accessed a significant portion of the Course, downloaded materials, completed assessments, or received a certificate of completion.
- Expected outcomes not stated by us, including but not limited to employment, licensing, or compliance certification beyond what is explicitly declared in the Course description.

These matters fall outside the scope of consumer guarantees under the ACL.

## 6. Technical Access and User Responsibilities

Consumers are responsible for ensuring they meet the required technical specifications for accessing online Courses, including:

- Reliable internet access;
- Compatible device and browser settings;
- Permission to access online content where firewalls or corporate systems are used.

We will provide reasonable support to assist with access issues. However, technical issues arising from the consumer's own environment do not constitute grounds for a refund under ACL.

## 7. Proof of Purchase

To process any refund or ACL claim, you must provide proof of purchase, which may include:

- Order confirmation;
- Email receipt;
- Payment transaction record; or
- Account access demonstrating the transaction.

We may decline a refund request if satisfactory proof of purchase cannot be provided.

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## 8. Process for Requesting a Refund

To request a refund, you must submit a written request to [sales@osiat.com.au](mailto:sales@osiat.com.au) containing:

- Full name;
- Email used for purchase;
- Course title;
- Date of purchase;
- Detailed explanation of the issue;
- Supporting evidence where relevant (e.g., screenshots of errors).

We will acknowledge receipt of your request within 5 business days and assess the matter in line with this Policy and the ACL.

## 9. Assessment and Outcome

Once we assess your request, we will determine whether:

- A major failure exists (refund or alternative remedy available);
- A minor failure exists (rectification to be provided); or
- No failure under the ACL has occurred (refund not applicable).

You will be notified of the outcome in writing.

## 10. Delivery of Approved Refunds

If a refund is approved:

- It will be issued to the original payment method only;
- We cannot refund to alternate accounts for security reasons;
- Funds may take 7–10 business days to appear, depending on your financial institution.

## 11. Re-supply, Credit or Alternative Remedies

Where appropriate and permissible under the ACL, we may offer:

- Re-supply of the Course;
- Access to an equivalent Course;
- Course credit of equal value;
- Extension of access time.

Acceptance of these options is voluntary where a major failure exists.

## 12. Amendments to this Policy

Online Safety Induction and Training reserve the right to amend this Policy at any time. Changes will be effective immediately upon publication on our website. Amendments will not affect rights arising from purchases made prior to the date of amendment.



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## 13. Contact Details

If you have any questions regarding this Policy or wish to make a request under the ACL, please contact us at:

[Your Business Name]

Email: [support email]

Phone: [optional]

Business Address: [optional]