

# **Lower Carbon Industrial Heat**

# O'Brien Training RTO - 45484 Cancellation, Change & Refund Policy

**Centre of Excellence - Industrial Energy** 

Version: 1.0 Effective: 1 July 2025

Audience: Participants, employers and third-party purchasers of O'Brien Training courses

## Executive summary - key takeaways

- 1. A deposit of AU\$1,500 is payable to confirm the booking. This amount includes a non-refundable AU\$500 booking fee, which forms part of the total deposit.
- Standard courses and specialist (e.g. Standard Boiler Operator, Advanced Boiler Operator, Steam Turbine Operator) follow different cancellation windows and refund scales - see summary table.
- Payments must be received by the published cut-off (7 or 14 days prior, depending on course).
   Failure to pay results in automatic forfeiture of the booking fee and cancellation of the reservation.
- 4. O'Brien Training may cancel or reschedule courses; in those circumstances participants will be offered either a full refund (including booking fee) or rescheduling without penalty.
- 5. Refunds are processed within 30 days of an approved cancellation. A valid USI is required for nationally-recognised training; certificates will not be issued without a USI.

## 1. Scope and definitions

**Scope.** This policy governs bookings, cancellations, changes and refunds for all courses delivered by O'Brien Training. It applies to individual participants, employers and third-party purchasers.

#### Definitions.

- Deposit: A deposit of AU\$1,500 is payable per person to confirm the booking. This amount
  includes a non-refundable AU\$500 booking fee, which forms part of the total deposit.
- Course start: the confirmed scheduled commencement date and time.
- **No show:** failure to attend the first scheduled day without prior notice.
- Specialist: courses that require specialist trainers, significant logistics or constrained capacity (examples include Boiler Operator Courses, Steam Turbine, Type B Gas, HVSO etc.).

*Note:* All references to "days" are calendar days unless otherwise specified.

## 2. Deposit

A deposit of **AU\$1,500 per person** is payable to confirm the booking. This amount includes a **non-refundable AU\$500 booking fee**, which forms part of the total deposit and is deducted from the overall course fee. The deposit will be forfeited if payment deadlines are not met or if the booking is cancelled outside the refund entitlements specified in this policy.

## 3. Payment requirements

- Standard courses: full payment must be received at least 7 days prior to course start.
- Specialist courses: full payment must be received at least 14 days prior to course start.
   Failure to settle the balance by the deadline will result in forfeiture of the booking fee and cancellation of the reservation.

## 4. Cancellation & refund - summary table

Course type	Cancellation window (before course start)	Refund entitlement	
Standard courses	≥ 7 days	Full refund of fees paid less  AU\$500 booking fee	
	3-6 days	25% of the course fee, less AU\$500 booking fee	
	≤ 48 hours or no show	No refund	
Specialist courses	≥ 14 days	Full refund of fees paid less AU\$1500 deposit	
	7-13 days	<b>50% of the course fee</b> , less AU\$1,500 deposit	
	No refund		

Interpretation: "Refund entitlement" refers to the proportion of the total course fee refundable to the payer. All refunds exclude the AU\$500 booking fee except where O'Brien Training has cancelled the course.

## 5. Operational rules & general terms

**Late arrival.** Participants who arrive late may be refused entry and recorded as a no show at the trainer's discretion. Entry may be permitted where it does not compromise safety, assessment integrity or the learning experience of other participants.

**Prerequisites.** Evidence of required prerequisites must be received by **5:00pm AEST on the business day prior** to the course start. Failure to meet prerequisites by that time will result in cancellation without refund.

**Refund processing.** Approved refunds will be processed within **30 days** of receipt of a valid cancellation request.

**Unique Student Identifier (USI).** A valid USI must be on file prior to the commencement of any nationally-recognised training. Certificates cannot be issued without a USI.

Course changes, cancellations or rescheduling by O'Brien Training. O'Brien Training reserves the right to cancel, postpone or reschedule courses for reasons including, but not limited to, low enrolment, trainer or venue availability, or circumstances beyond our control. If O'Brien Training cancels a course, participants will be offered either:

- a full refund of fees paid (including deposit/booking fee), or
- rescheduling to an alternative date without penalty.

**Variations.** O'Brien Training may change course fees, dates, content, trainers or delivery methods. Material changes will be communicated to affected participants with appropriate options (refund or alternative delivery) where applicable.

### 5A. Premises Safety Inspection and Remote Verification (New Clients Only)

Before any training delivery, all new clients must complete a **premises safety verification** to confirm that the environment meets O'Brien Training's minimum health, safety, and access standards.

#### Inspection methods:

- On-site inspection: Conducted by an O'Brien-appointed assessor where access and logistics permit.
- Remote verification: If an on-site inspection is impractical (e.g. due to distance, safety restrictions, or scheduling constraints), the client must provide a remote safety verification using video walkthrough, photographic evidence, or live virtual inspection.

#### **Critical safety concerns:**

If the inspection or remote verification identifies **critical safety or compliance risks** that prevent training delivery:

- Reschedule: The session will be postponed until issues are rectified. Standard rescheduling
   fees apply in accordance with Section 4.
- Cancellation: If the client cancels rather than addressing the issues, standard cancellation fees apply, and the deposit is forfeited.
- **Responsibility:** O'Brien Training is not liable for costs arising from client-side deficiencies, access limitations, or delays in verification.
- Repeat inspections: Additional inspections or verifications following non-compliance will incur
  further charges as advised.

## 6. How to cancel or request a refund

All cancellations and refund requests must be **submitted in writing** to O'Brien Training via the contact details provided on the enrolment confirmation (email or online portal where available). The date of cancellation is the date O'Brien Training receives the written request.

# 7. Force majeure

O'Brien Training is not liable for loss or delay caused by events outside reasonable control (for example, extreme weather, industrial action, or government directions). In such events O'Brien Training will endeavour to contact participants and will offer refunds or rescheduling in line with the circumstances.

### 8. Governance and escalation

The enrolments team administers this policy. Operational exceptions must be approved by the GM - RTO (or delegate). Disputes unresolved at the operational level may be escalated to the GM - RTO for final determination.

## 9. Contact and version control

For cancellations, refund requests or enquiries, use the contact details shown on your enrolment confirmation. This policy will be reviewed periodically; the version in effect at the time of enrolment governs the booking.

## Appendix A - Illustrative examples

**Example 1 - Standard course:** Participant books a standard course and cancels 5 days before start → entitled to 25% refund less AU\$500.

**Example 2 - Specialist course:** Participant books a steam turbine course and cancels 10 days before start → entitled to 50% refund less AU\$500.

**Example 3 - Non-payment:** Participant fails to pay final balance 7 days before a standard course → booking is cancelled and AU\$500 booking fee is forfeited.