

Student Complaints and Grievances Policy

1. Objective

1.1. The objectives of this policy are to provide:

- (a) students with a framework within which they may raise complaints or grievances in relation to decisions of or advice provided by Kama Wellness.
- (b) Kama Wellness with a framework to ensure there are transparent, fair and timely procedures for addressing complaints and grievances in accordance with principles of natural justice, ensuring that all parties are treated equally and fairly.

2. Scope

2.1. This policy applies to all students of Kama Wellness.

2.2. This procedure applies to all students and course facilitators of Kama Wellness in relation to the investigation and settlement of grievances in all Kama Wellness activities. A grievance may be made by a student against another student, or against a course facilitator.

3. Policy

3.1. Kama Wellness is committed to providing a fair, safe and productive environment for all students and course facilitators, but recognises that from time to time, students may have grievances about their experience.

3.2. Kama Wellness will consider grievances in a timely manner, while keeping the parties fully informed of the progress of the matter.

3.3. Kama Wellness reserves the right to decline to investigate a complaint, including but not limited to circumstances where another process is more appropriate, where the issue is not sufficiently connected with Kama Wellness, or where, due to the length of time elapsed since the event, decision or action, there is insufficient information available to enable investigation of the complaint or grievance.

3.4. All parties to a complaint or grievance must act in good faith and seek to achieve an amicable resolution. Intimidating, harassing, threatening or offensive behaviours are not tolerated from any parties.

3.5. All parties to a complaint or grievance must respect privacy and confidentiality, except where the release of particular information is required by law.

3.6. A student making a complaint or grievance is not to be disadvantaged simply by virtue of having made the complaint, unless the complaint is found to be vexatious.

4. Grounds for grievances

4.1. Grounds for grievances include, but are not limited to:

- (a) Kama Wellness failed to provide the student with sufficient or appropriate resources
- (b) the student was affected by a decision made without sufficient consideration of facts, evidence or circumstances
- (c) The student was affected by a failure to adhere to appropriate or relevant published policies and procedures
- (d) A penalty applied to the student was unduly harsh or inappropriate.
- (e) The student was affected by improper or negligent conduct, including bullying
- (f) The student was affected by unfair treatment, prejudice or bias.

5. Procedural principles

5.1. Before initiating the following procedures, students may attempt an informal resolution by raising their concern with the person concerned, as early as possible after the issue that is the subject of the grievance has arisen.

5.2. All persons associated with this procedure, at any stage, are required to maintain confidentiality and only discuss the grievance with those who have responsibility for dealing with the grievance. This responsibility applies equally to all persons associated with this procedure, including the complainant.

5.3. Students who are not satisfied with the outcome of informal processes may:

- (a) proceed to the complaint or grievance process, or
- (b) lodge a complaint with an external agency where appropriate and available. .

5.4. Grievances are formal matters that will be investigated by an independent investigator.

5.5. The investigator must:

- (a) acknowledge receipt of the complaint or grievance in writing within five working days and indicate when a resolution of the matter should be expected
- (b) recommend any immediate corrective action that needs to be taken before the complaint or grievance is investigated
- (c) independently review the complaint or grievance including hearing from all parties who wish to partake in the process and attempt to resolve the problem
- (d) within 15 working days of receipt of the complaint or grievance, notify the student and the course facilitator in writing of the nature of the investigation process
- (e) provide the student with the outcome of the review process, including a resolution or why a resolution could not be reached; and
- (f) notify the student and Kama Wellness if they conclude that the grievance is frivolous, or if no grounds could be adduced to support it.

5.6. On consideration of the details of the complaint, grievance or outcome of an investigation, Kama Wellness may:

- (a) recommend reconsideration of the original decision, or
- (b) direct the decision maker to change the original decision or outcome, noting that they may not impose a harsher outcome than initially decided, or
- (c) override the original decision.

5.7. Students may withdraw complaints and grievances at any time during the resolution process, and the matter will be deemed to be resolved. Notwithstanding this, Kama Wellness reserves the right to continue to investigate a complaint if required to do so to satisfy other requirements or protect its own interests.

5.8. Investigators must report findings and outcomes to Kama Wellness, who must ensure appropriate, confidential records are kept, including:

- (a) the names of all parties involved;
- (b) a summary of the issue/s raised, including the remedy or outcome sought;
- (c) the specific source of the issue/s; and
- (d) accurate and up-to-date file notes of any action initiated under this procedure.

6. Roles and responsibilities

6.1. All students and course facilitators are expected to conduct themselves in a manner which respects the rights and welfare of other members of Kama Wellness and to show competence, care, good faith and compliance with instruction, policies and procedures throughout their association with Kama Wellness.

6.2. All course facilitators are responsible for ensuring the proper handling of complaints by students and to refer students to this procedure, if it appears that a student may have a grievance.

6.3. It is the complainant's responsibility to raise the issue(s) of the grievance as soon as reasonably possible with the other party or parties, and agree to be involved in settling the issue prior to making a formal complaint. Kama Wellness reserves the right to initiate, refuse to initiate or end a formal investigation at its discretion.

7. Definitions

Complainant means the student lodging the grievance.

Complaint means an issue or concern raised by a student who considers they have been wronged because of an action, decision or omission within the control or responsibility of Kama Wellness.

Course facilitator means any person who is an employee of Kama Wellness at the time of the grievance. This includes full-time, part-time, sessional or casual facilitators.

Grievance means a matter to be investigated according to formal processes. This includes complaints which are not able to be resolved through informal processes and matters relating to allegations of misconduct where disciplinary action against a student or course facilitator member may be an outcome of the investigation.

Investigator means a person independent of the parties to the grievance, who is appointed by Kama Wellness to investigate the facts of the grievance.

Student means any person enrolled as a student of Kama Wellness. This includes full-time, part-time, block-

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Cancellation and Refund Policy

1. Objectives

1.1 The objectives of this policy are to provide students with information about the cancellation and refund criteria of Kama Wellness.

2. Scope

2.1. This policy applies to all students of Kama Wellness.

3. Policy

3.1. If a student wishes to terminate their studies before the completion of their course, they must notify Kama Wellness in writing (Cancellation Request).

3.2. A refund of the Course Fee will only be issued if Kama Wellness receives the Cancellation Request within the Refund Period.

3.3. The Refund Period is defined as seven (7) calendar days from the day that a student's enrolment conditions have been met. The enrolment conditions have been met when:

(a) the student has accepted the terms and conditions of the Student Agreement;

(b) Kama Wellness has received the student's deposit (where applicable) or full payment, if paying in full.

3.4. If the student fails to notify Kama Wellness of their Cancellation Request within the Refund Period, the student will be liable to pay the Course Fee to Kama Wellness in full.

3.5. Students who cancel their enrolment after a course has commence will not be entitled to a refund of fees.

3.6. If Kama Wellness cancels a course, then a full refund will be made available to whoever paid that course fee. Please note that administration fees may still apply for the processing of refunds.

3.7. Discretion may be exercised by Kama Wellness in all situations, if the student can demonstrate that extenuating or significant personal circumstance led to their withdrawal. In these cases, the student should be offered a full credit toward the course fee in another scheduled course in-lieu of a refund. Kama Wellness may also authorise a refund of fees if the circumstances require it.

3.8. Where refunds are approved, the refund payment must be paid to the student within 14 days from the time the student submitted the Cancellation Request. Tuition refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the student on the Refund Request Form.

3.9. If for any reason Kama Wellness is unable to fulfil its service agreement with a student, Kama Wellness must refund the student's proportion of fees paid for services not delivered.

4. Definitions

Cancellation Request means the written request of a student to terminate their studies before the completion of their course.

Enrolment conditions means the conditions by which it is determined whether a student is officially enrolled in a course with Kama Wellness. These conditions include, but are not limited to:

(a) the student's acceptance of the terms and conditions of the Student Agreement

(b) the receiving of the student's deposit (where applicable) or full payment, if paying in full.

Refund Period means the number of calendar days from the day that a student's enrolment conditions have been met. In this policy, the number of calendar days is seven (7).

Service agreement means the agreement Kama Wellness has made with a student to deliver a service such as, but not limited to:

(a) a full-time course

(b) a part-time course

(c) a block-mode course

(d) a distance education course

Student means any person enrolled as a student of Kama Wellness. This includes full-time, part-time, block-mode or distance education students.

Student Agreement means the agreement a student has made with Kama Wellness to pay fees in exchange for a course provided by Kama Wellness.