Decoding Debt and Equity - A Practical Approach

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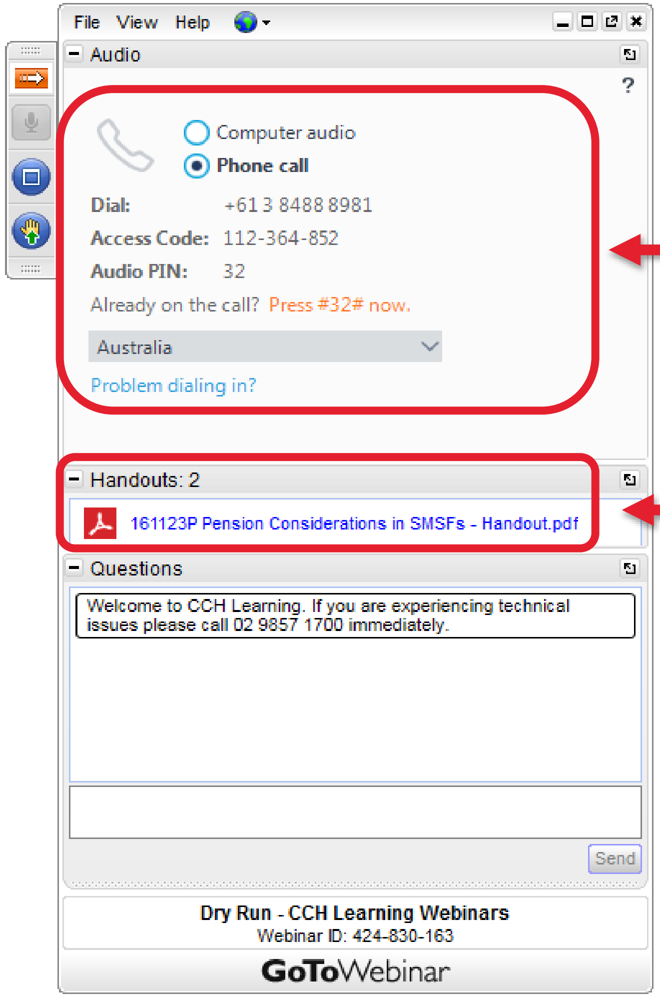

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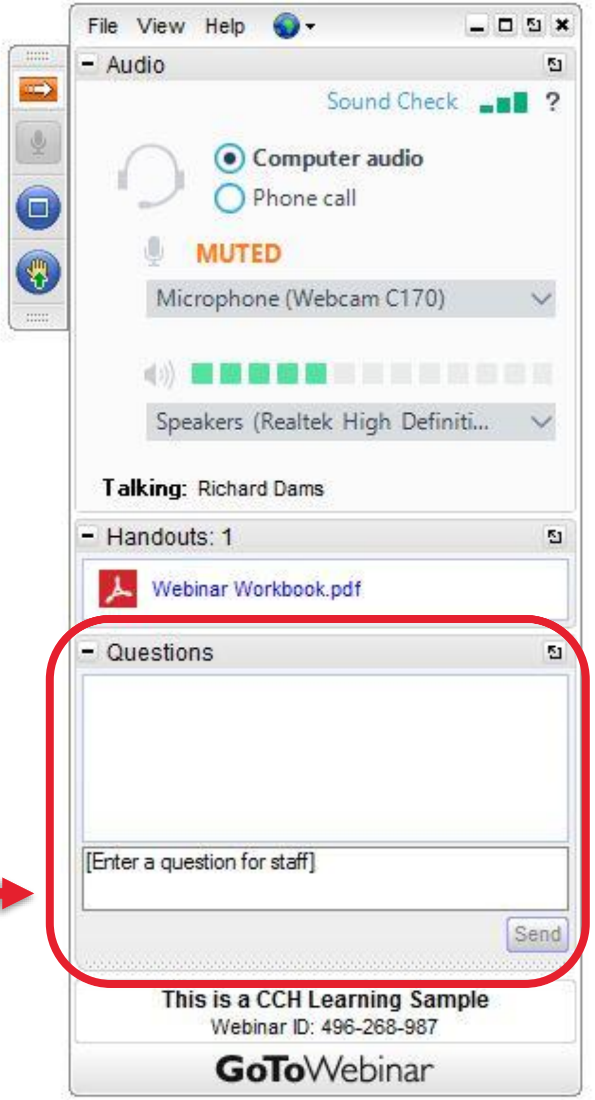

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Your Presenter

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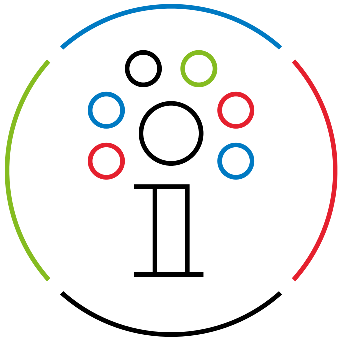
Today's session will cover



Debt forgiveness

- how the debt forgiveness provisions operate
- converting debt to equity
- assigning debts
- in-substance forgiveness

Debt/equity provisions

- why the debt/equity provisions exist
- how to identity debt interest and the consequences
- how to identify equity interests and the consequences
- handling 'at call' loans
- practical implications of the operation of these rules

Debt forgiveness

Overview

What is a simple debt forgiveness?

- Small Co lends $10,000 to Big Co
- Big Co spends the $10,000 on general business expenses
- Small Co subsequently forgives debt

Overview

What is a simple debt forgiveness?

- impact prior to the introduction of the debt forgiveness provisions:
  - Big Co – revenue deduction $10,000
  - Small Co – capital loss deduction $10,000
  - Total deductions $20,000
- purpose of debt forgiveness rules - to ‘cancel’ benefit of deduction to Big Co
- the result is that only Small Co will get a $10,000 capital loss

Application of CDF Provisions

- provisions apply [Division 245 ITAA 1997] where forgiveness of a ‘commercial debt’ [s 245-10]
- provisions *do not* apply to *non-commercial debts*
- non-commercial debts [s 245-40] include:
  - loans used for non-deductible purposes
  - tax debts
  - FBT debt waivers
- ‘single entity rule' under tax consolidation prevents CDF rules applying to members of a consolidated group

Application of CDF Provisions

- The following debts are specifically excluded from the operation of the debt forgiveness provisions [s 245-40]:
  - debts forgiven under bankruptcy
  - debts forgiven under a Will
  - debts forgiven because of natural love and affection

Note:

- TD 2022/1 - The forgiveness must be the act of a natural person feeling the love and affection (creditor). However, no requirement that the debtor has to be a natural person.

Commercial Debt

- A debt is a commercial debt [s 245-10] where:
  - interest paid on debt is, in whole or in part, an allowable deduction
  - if no interest is paid on debt, if interest was paid it would have been an allowable deduction

- Non-equity share issued by a company is treated a debt [s 245-15]

- CDF rules apply to part of debt in the same way as it applies to a whole debt [s 245-20]

Forgiveness of Commercial Debt

- The forgiveness of a commercial debt can arise in one of five ways:
  1. Obligation to pay debt waived or otherwise extinguished [s 245-35(a)]
  2. Right to recover debt ends (statute of limitations) [s 245-35(b)]
  3. Debt assigned to an associate of the debtor - debt parking [s 245-36]
  4. Debt for equity swaps [s 245-37]
  5. Agreement to forgive debt [s 245-45]

Forgiveness of Commercial Debt

Obligation to Pay Debt Released, Waived or otherwise Extinguished [s 245-35(a)]

- A owes B $1,000
- B waives obligation of A to repay debt

- ‘released’ means the debtor is free from the obligation to repay the debt
- ‘waived’ means the creditor refrains from insisting on the repayment
- ‘extinguished’ means to ‘wipe out’ the debt
- Records should be kept to support the timing of the forgiveness and the consideration given [s 245-265]
- Does not impose any formal requirement for the forgiveness to be in writing – however this is recommended

Forgiveness of Commercial Debt

Right to Recover Debt Ends [s 245-359(b)]

- A owes B $1,000
- B does not recover debt within the statutory period of limitations
- B no longer has the right to recover the debt under the statute of limitations

Forgiveness of Commercial Debt

Debt Parking [s 245-36]

- A owes B $1,000
- B assigns the debt to C who is an associate of A [see s 318 ITAA 1936]
- The time the debt forgiveness is when the assignment occurs

- If C is not an associate, a debt forgiveness occurs if the assignment occurs under an arrangement in which C and A are parties
- Note that in some debt contracts, assignment may require the consent of the debtor
- There is no debt forgiveness if the debt is acquired by new creditor in the ordinary course of trading securities

Forgiveness of Commercial Debt

Debt for Equity Swap [s 245-37]

- A Pty Ltd owes B $1,000
- B subscribes for $1,000 of shares in A Pty Ltd
- A Pty Ltd repays the $1,000 debt to B using all of the subscription monies
- The time the debt forgiveness is when the subscription monies are paid to B

Forgiveness of Commercial Debt

Agreement to Forgive Debt or ‘in substance’ forgiveness’ [s 245-45]

- A owes B $1,000
- A and B enter into an agreement that in 12 months time A will no longer be required to repay the debt to B
- A does not incur any financial or other obligation in relation to this
- The debt forgiveness occurs at the time of entering into the agreement
- Can apply to any form of arrangement
  - whether express or implied
  - whether enforceable or not

Amount Forgiven [Subdivision 245-C]

Value of Debt – Consideration* Received = Gross Forgiven Amount

Value	=	MV of debt at the time debt forgiven – as asset of creditor (assuming debtor solvent)
Consideration	=	money & MV of property paid by debtor

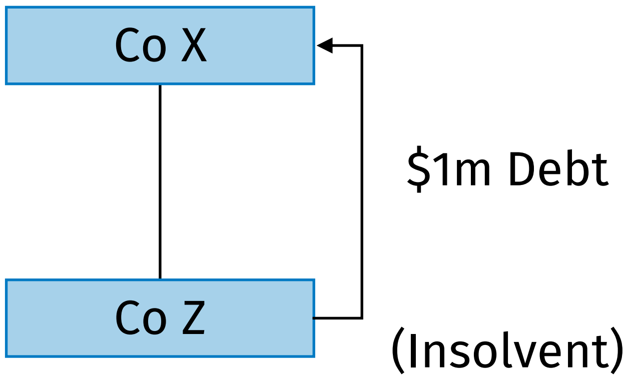
Where:

- no consideration given or consideration greater or less than MV of debt;
- consideration deemed to equal the MV of debt at time of forgiveness

*Provisions use the term ‘amount offset against debt’ [s 245-48].

Amount Forgiven

Example 1



Co X forgives debt of :	$1m
Value:	$1m
Consideration – market value of debt at time of forgiveness	Nil
Gross forgiven amount	$1m – Nil
	= $1m

Amount Forgiven

Example 2

- same facts as Example 1, but Co Z is solvent
- value of debt = $1m
- consideration deemed to be market value of debt i.e. $1m
- gross forgiven amount = nil

Amount Forgiven

- Effect on Co X – can it claim capital loss?
  - cost base of debt = $1m;
  - no consideration paid - deemed to receive market value i.e. $1m;
  - hence no capital loss

- Net effect:
  - no debt forgiveness
  - no capital loss

Reduction in tax balances

- If there is a forgiven amount, the amount forgiven is applied to reduce the following tax balances of the debtor (in order):
  - carry revenue losses [s 245-115];
  - carry forward capital losses [s 245-130];
  - deductible expenditure [s 245-145], including:
    - undeducted balances of capital allowances;
    - borrowing expenses;
  - cost bases of CGT assets [s 245-175]

Reduction of tax balances

- Trade Co Pty Ltd has a commercial debt of $10,000 that has been forgiven
- tax balances reduced by amount of debt forgiven

Tax balances to be reduced	Pre Forgiveness Balances	Reduction	Post Forgiveness Balance
Carry forward losses	4,000	4,000	0
Carry forward capital losses	2,000	2,000	0
Capital allowances	3,000	3,000	0
Cost base of assets	3,000	1,000	2,000
Total	12,000	10,000	2,000

Reduction of tax balances

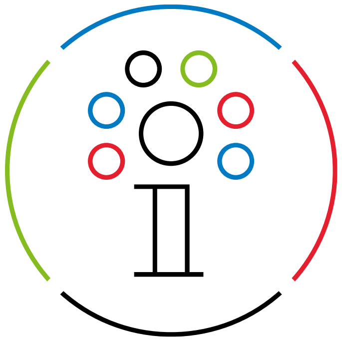
- amount of debt forgiven may be:
  - greater than the total of tax balances of the debtor
  - giving rise to an unapplied forgiven amount
- this unapplied forgiven amount will not give rise to any tax implications unless debtor is a partnership

Reduction in tax balances

- Trade Co Pty Ltd has a commercial debt of $15,000 that has been forgiven

Reducible Balances	Pre Forgiveness Balances	Reduction	Post Forgiveness Balance
Carry forward losses	4,000	4,000	0
Carry forward capital losses	2,000	2,000	0
Capital allowances	3,000	3,000	0
Cost base of assets	3,000	3,000	0
Total	12,000	12,000	0
Unapplied / residual forgiven amount		3,000	
		15,000	

Poll Question



To qualify for the 'natural love and affection' *exclusion* under the commercial debt forgiveness rules, the forgiveness must be the act of a natural person feeling the love and affection.

a) True

b) False

Debt/Equity Provisions

Overview

- Division 7A ITAA 1936 – applies to debit loans
- Debt/equity rules [Division 974 ITAA 1997] – applies to credit loans
  - designed to cover complex financing arrangements
  - *but* - rules *also* apply to ordinary loan arrangements to SME / family entities

Debt: Equity Rules

- provisions operate to classify whether an interest is a 'debt interest' or 'equity interest' [s 974-10]
- where an interest is regarded as both debt and equity, treated as a debt interest
- all entities are affected by the debt rules
- only companies are affected by the equity rules

Tax impact of rules

- a return on equity is frankable and not deductible to the company
- a return on debt is deductible and not frankable to the company or trust
- an interest deduction will therefore only be available on a debt interest
- if loan to a company is classified as equity
  - interest is not deductible
  - distribution treated as a dividend & potentially frankable

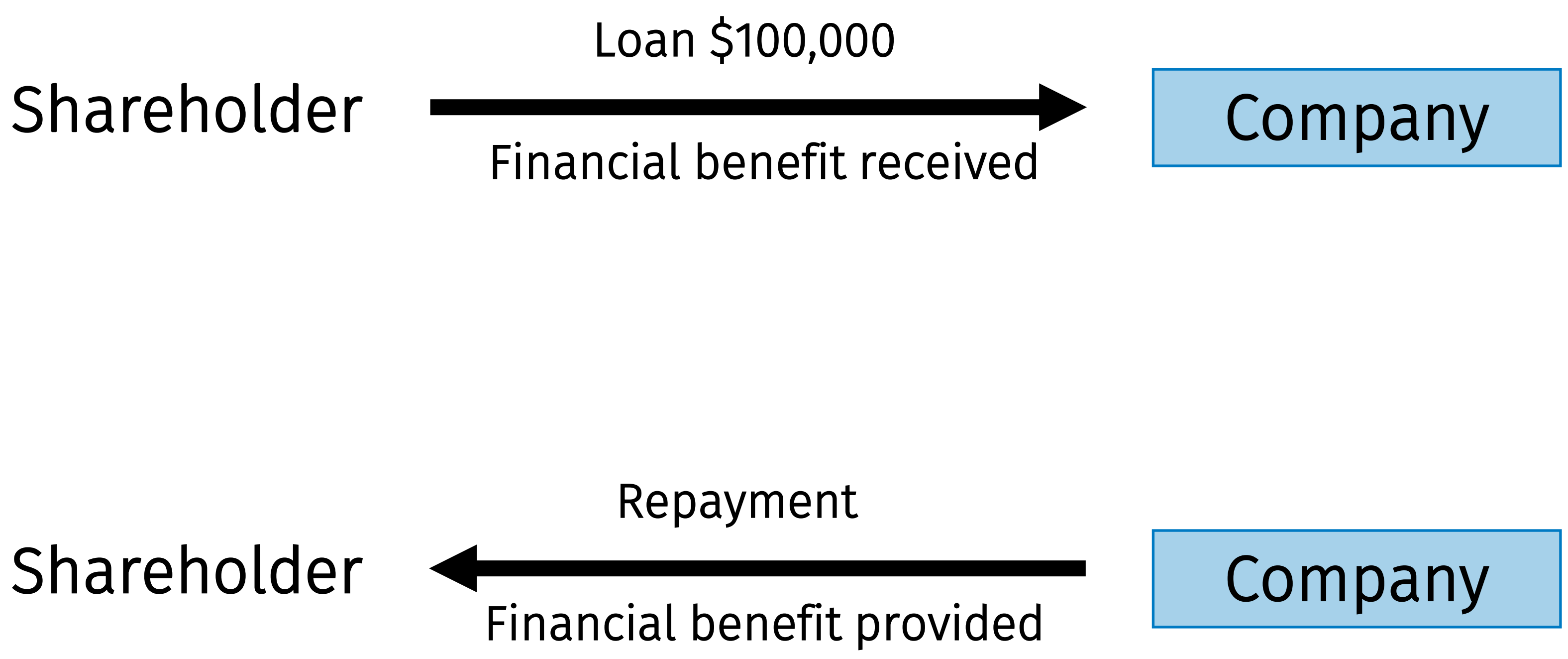
Tax impact of rules

- Being classified as a ‘debt interest’ can affect nature of ‘membership interest’ under the tax consolidation regime & is also key to:
  - determining how the thin capitalisation rules apply
  - determining whether certain returns may be subject to interest withholding tax or dividend withholding tax

Debt Test

- To be a debt interest [s 974-20]
  - scheme must be a financing arrangement
  - entity must receive a financial benefit
  - entity has an effectively non-contingent obligation to provide a future financial benefit
  - it is substantially more likely than not that the value provided will be at least equal to the value received
  - the value of the benefit provided and received are not both nil

Debt Test


Loan $100,000
Shareholder
Company
Financial benefit received
Repayment
Shareholder
Company
Financial benefit provided

Debt Test

- scheme means any arrangement, or any scheme, plan, proposal, action, course of action or course of conduct, whether unilateral or otherwise
- a financing arrangement is an arrangement entered into by the issuer to raise finance or to fund another scheme that is a financing arrangement, or to fund the return on another scheme that is a financing arrangement
- a financial benefit is defined as anything of economic value - it includes property & services

Debt Test: Effectively Non-Contingent Obligation

- to determine whether an effectively non-contingent obligation exists – have to take account of the terms, conditions & pricing of the financing arrangement
- test uses concept of an obligation that is non-contingent in substance – as opposed to an obligation that is non-contingent only in form
- where creditor has right that becomes due & payable, the debtor's inability or unwillingness to meet the obligation does not make the obligation contingent
- when considering whether there is an effectively non-contingent obligation, artificial & immaterially remote contingencies are ignored

Debt Test: Effectively Non-Contingent Obligation

- entity has an obligation to repay a debt back to the lender
- an obligation is non-contingent if:
  - not dependent on economic performance
  - on any other event, condition or situation

Debt Test: Valuation – ‘substantially more likely than not’

- most important rule of valuation relates to period of a debt interest [s 974-35]
- <10 years:
  - measured from date debt interest taken to have been issued
  - value of all financial benefits provided and received are calculated on a nominal basis
- >10 years:
  - value calculated in present value terms
  - note difficult formula to satisfy [s 974-50]

Debt Test: Present Value Formula

- requires 75% of the benchmark rate of return [s 974-50]
- benchmark rate of return is the annually compounded internal rate of return on an ordinary debt interest that:
  - is issued before the test interest to an entity that is not a connected entity;
  - has a comparable maturity date;
  - is the same currency;
  - is issued in the same market;
  - has same credit status.

Debt Test: Present Value Formula

- if there is no ordinary debt interest comparable to test interest - benchmark interest rate is the annually compounded internal rate of return on an interest closest to test interest in terms of items (a) to (e)
- difficult to determine benchmark rate of return - comparison to rates provided by banks not realistic - banks do not provided unsecured at call loans
- practically – ensure at call loan does not exceed 10 years so can be valued on nominal basis

Related schemes giving rise to debt interest

- two or more related schemes [s 974-155] together give rise to a debt interest in an entity if:
  - a single notional scheme with combined effect of related schemes would satisfy debt test; and
  - entity intended combined economic effects of related schemes would be same as economic effects of a debt interest
- gives effect to object of preventing the debt test being circumvented by entities entering into separate schemes instead of a single scheme
- debt interest does not arise if Commissioner determines it would be unreasonable [s 974-15(4)] or if each of the schemes individually gives rise to a debt interest in the entity

Note:

- The Board of Taxation previously recommended that the related scheme provisions in s 974-15 and 974-70 be replaced with a new provision

Implications of a Debt Interest

- returns on a debt interest deductible if satisfy s 8-1 ITAA 1997
- if the return is a dividend company can deduct the return [s 25-85]:
  - deduction is subject to a cap equal to the benchmark interest rate plus 150 basis points
  - designed to prevent excessive deductible payments for hybrids that satisfy the debt test
- dividends on shares which satisfy debt test are not frankable
- dividends paid on a debt interest treated as interest for withholding tax purposes

‘At Call’ Loans

- an 'at call' loan (or related party 'at call' loan) is a loan to a company, by a connected entity that:
  - does not have a fixed repayment term; and
  - is repayable on demand by the connected entity (the lender)
- ‘at call' loans can give rise to either debt or equity interests in the company for tax purposes under debt/equity rules
- possible to satisfy the GST turnover carve-out, so excluded from application of the debt/equity rules

Note:

- A connected entity of an entity is either an ‘associate’ (s 318) of the entity or another member of the same wholly owned group if the entity is a company and is a member of that group.

‘At Call’ Loans

- if company has GST turnover of less than $20m - there is a ‘carve-out’ [s 974-75(6)]
- Applies for loans to a ‘connected entity’ where the loan has no fixed term
- ‘at call’ loans to a connected entity can be treated as being debt interests (rather than equity interests)
- GST turnover (worked out at the end of an income year) determined in-line with s 188-10(2) of the *A New Tax System (Goods and Services Tax) Act 1999 (‘GST Act’)*
- private companies with 'at call' loans from connected entities that do not qualify for debt treatment can change their loans, so they are debt interests under debt/equity rules:
  - you can elect to treat change as if it occurred at beginning of previous income year
  - election must be made before earlier of due date for company’s ITR or date of actual lodgement for year
  - *ATO publication ‘Debt and Equity Tests: Guide to 'At Call' Loans’*

‘At Call’ Loans

- given that the GST turnover test applies on an annual basis - company may qualify for deemed debt treatment under debt: equity rules for one year but not next
- means connected entity 'at call' loans to a company could change from being debt interests to being equity interests if GST turnover equals or exceeds $20m – ‘at call' loans will satisfy debt test in two situations:
  - if 'at call' loan has a maximum term of 10 years or less & there is an effectively non-contingent obligation to repay (at least) amount borrowed - 'at call' loan will be debt interest, irrespective of whether it pays interest
  - if loan repayable 'at call’ & has no fixed term, to be a debt interest - needs to be effectively non-contingent obligation to pay an interest rate high enough to pass debt test on a present value basis

‘At Call’ Loans

Example

- Gulliver is the controlling shareholder in SmallCo.
- He lends $70,000 to SmallCo.
- There is no written loan agreement supporting the loan & no fixed repayment term for the loan.
- The arrangement between Gulliver & SmallCo is that the loan will be repaid if & when he demands repayment & to the extent that SmallCo is able to repay the loan.
- In accordance with the debt/equity rules (subject to the $20m turnover ‘carve-out’) the loan may be recharacterised as an equity interest rather than a debt interest unless remedial action taken.

'At Call' Loans

Example

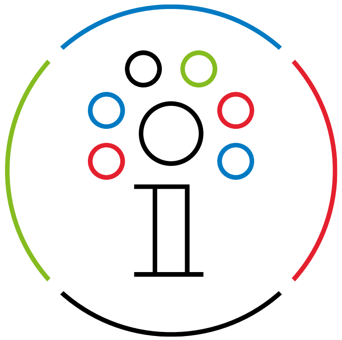
- On the assumption the loan is classified as an equity interest, any interest payable on the loan would not be deductible to SmallCo.
- In addition, where the loan is subsequently repaid by SmallCo, the repayment could constitute a non-share dividend, depending on the records maintained.
- Every non-share distribution is a non-share dividend, except to the extent that it is debited to the company's non-share capital account – to the latter extent, it is a non-share capital return.

Poll Question

Will an 'at call' loan with no repayment date, made to a company by a shareholder in that company, be deemed to be a debt interest where the company's GST turnover is less than $20 million?

a) Yes, but it depends

b) No, it is always an equity interest



Equity Test

- only companies need to consider the equity test [s 974-75]
- an equity interest is:
  - a share
  - a variable or fixed return that is contingent on the economic performance of the company
  - a variable or fixed return that is at the discretion of the company or a connected entity
  - the arrangement is convertible or will convert into an equity interest

Equity Interests

- Equity interests are either:
  - a share; or
  - a non-share equity interest.

Related schemes giving rise to equity interest

- like the rules for debt interests - two or more related schemes together, give rise to an equity interest in a company if:
  - a single notional scheme with combined effect of related schemes would give rise to an equity interest in the company under [s 974-70] and
  - company intended combined economic effects of the related schemes would be the same as the economic effects of an equity interest
- once more - gives effect to the object of preventing equity test being circumvented by entities entering into separate schemes instead of a single scheme
- equity interest does not arise if Commissioner determines it would be unreasonable [s 974-70(3)] or if each of the schemes individually gives rise to a debt interest in the entity

Note:

- The Board of Taxation previously recommended that the related scheme provisions in s 974-15 and 974-70 be replaced with a new provision.

Debt or Equity Tie-breaker Test

- tie-breaker rule [s 974-5(4)] – if qualifies as both a debt interest & an equity interest
  - treated as debt
- for entities other than companies – its either debt or not debt (equity test does not apply)
  - interest continues to be deductible whether debt or not debt if satisfy s 8-1 ITAA 1997

Debt or Equity Tie-breaker Test

Example

- BigCo issues redeemable preference shares on 15 August 2024 with a face value of $2 each
- These shares will be redeemed for their face value after eight years, or earlier if a takeover offer is made and accepted by the board of the company
- Dividends will be paid annually at 7.25% of the issue price at the same time as dividends on ordinary shares are paid
- The company is not permitted to pay a dividend on its ordinary shares unless and until all arrears of dividends on the redeemable preference shares have been paid

Debt or Equity Tie-breaker Test

Example

- Equity test: Given that the interest is in the form of a share, it is an equity interest unless it is a debt interest.

- Debt test - Step 1: Is there a scheme?
- There is a scheme in the form of an arrangement between the issuing company and the holder.

- Debt test - Step 2: Is the scheme a financing arrangement?
- The contract in respect of redeemable preference shares is a scheme that is an arrangement entered into to raise finance for the entity.

Debt or Equity Tie-breaker Test

Example

- Debt test - Step 3: Does the issuing entity receive a financial benefit under the arrangement?
- The issuing company receives a financial benefit under the arrangement.
- The value of the benefit is the price the holder paid for the preference shares – namely, $2.

- Debt test - Step 4: Does the issuing entity have an effectively non-contingent obligation to provide a financial benefit?
- The issuing company does not have an effectively non-contingent obligation to pay an annual dividend - payment of dividends contingent upon availability of profits of issuer.
- However, issuing company has an effectively non-contingent obligation to repay the issue price on redemption.

Debt or Equity Tie-breaker Test

Example

- Debt test - Step 5: Is it substantially more likely than not that the financial benefit to be provided will be at least equal to or exceed the financial benefit received?
- The valuation of the benefits is to be in nominal terms because the performance period is within 10 years.
- The value of the benefit received by company at issue date is price of the security [$2].
- The value of financial benefit to be provided under scheme is the return of the principal amount of $2.
- The $2 future financial benefit provided by company = $2 it received, so it’s a debt interest.

- Tie-breaker rule
- The interest meets both the equity & the debt tests – means that it is characterised as debt.

Non-Share Capital Account

- capital raised by a company from the issue of non-share equity interests must credit non-share capital account
- exists for tax purposes only - like the franking account
- the account is debited with distributions for the surrender, cancellation or redemption of the loan in the company
- all distributions are non-share dividends except to the extent to which the company debits the distribution against:
  - the non-share capital account; or
  - the share capital account.

Implications of an Equity Interest

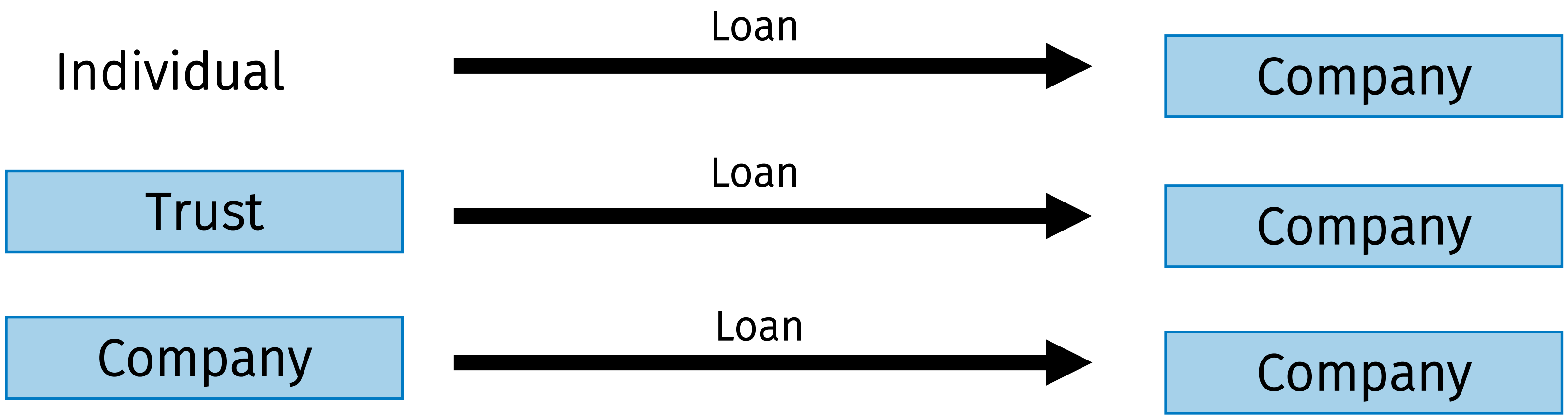
- a non-share dividend is taxed as a dividend
- non-share dividends are not deductible (e.g. interest on at call loans not deductible)
- non-share dividends are frankable

Implications of an Equity Interest

- for non-share dividends to be franked, available franking profits must exist
- available franking profits takes into account the available profits of the company at the time it pays a non-share dividend having regard to:
  - future dividends on shares; and
  - past claims on profits by non-share dividends
- available profits – means accounting profits & retained earnings must exist to frank a non-share dividend [ATO ID 2010/21]
- legislation requires the company to keep a record of non-share dividends on a rolling two-year period

Company Borrowings - Examples

- The following examples 1 - 4 apply to loans made by an:
  - individual;
  - trust; or
  - company.
- to a company



Example 1 - Short Term Company Borrowing

- company borrows $100,000 from a shareholder
- loan terms are documented
- term – 8 years.
- interest – 3% p.a.

Example 1: Solution

Debt interest

- term <10 years so nominal basis used
- effectively non-contingent obligation due to be repaid in 8 years per loan agreement

Example 2 - Long Term Company Borrowing

- company borrows $200,000 from family trust
- loan terms are documented
- term – 15 years
- interest – 6% p.a.
- assume benchmark interest rate is 8%

Example 2: Solution

Debt interest

- term > 10 years so present value basis used
- effectively non-contingent obligation due to be repaid in 15 years per loan agreement
- present value 75% of benchmark rate of return or 6% (8% x 0.75)

Example 3 - At Call Loan

- company borrows $1,000,000 from a company
- loan is not documented
- interest – 5% p.a.

Example 3: Solution

Equity interest

- debt test not satisfied as there is no effectively non-contingent obligations
- interest is to a company so equity test is applicable
- interest is less than 75% of benchmark interest rate
- interest will be non-deductible
- returns treated as non-share dividends
- non-share capital account to be maintained

Example 4 - 9 year loan with a redraw

- Directors of a company loan money to an entity for a period of 9 years
- loan is repaid
- directors then lend money back to the company

Example 4: Solution

- s 974-155 can relate both borrowings so that both financing schemes are related
- if both schemes are considered together the term will be > 10 years therefore treated as equity

Trust or Individual Borrowings

- debt test applies
- equity test does not apply - only applies to companies
- whether qualifies as a debt interest or not interest deductible if satisfy s 8-1 ITAA 1997

Impact of Division 7A ITAA 1936

- Division 7A ITAA 1936 amended by addition of s 109BA
  - applies to a non-share equity interest in same way as it applies to a share
- has effect of bringing non-share equity holders into the same category as shareholders
  - now must check if there have been payments to non-share equity holders

Impact for Private Companies

- at call loans treated as equity - loans > 10 years likely to be treated as equity
- impact of at call loans at no interest:
  - treated as equity interest
  - but no interest paid therefore no loss of tax deduction
- other impact - company must maintain a non-share capital account - failure to correctly debit account will result in a fully assessable non-share dividend (repayment of loan taxable if non-share capital account not correctly kept)
- also relevant for Division 7A ITAA 1936 purposes

Note:

- At-call loan to company by connected entity will be a debt interest where the GST turnover of the company is less than $20m

Advantages of company borrowings being equity interests

- ‘non-shareholders’ can potentially access franking credits
- possible to achieve tax free returns (depending on marginal tax rate)
- may be useful if have tax losses & large franking account balance - loss of interest deduction no downside in this situation

Summary of Types of Interests

- Important to understand there are four classifications (not two):
  - debt
  - equity
  - non-share equity interest
  - non-equity share

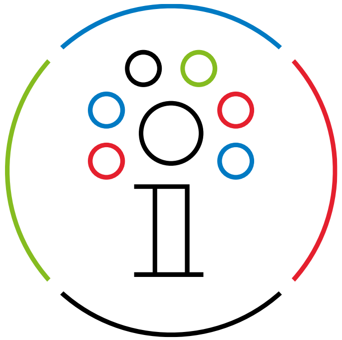
Application of Debt & Equity Tests: Financing Arrangements

Financing Arrangement	Classification
Loan <10 years	Debt Interest
Loan > 10 years	Debt Interest (but depends on rate of interest paid)
At Call Loan	Equity Interest
Convertible Note	Debt Interest (but depends on rate of interest paid)
Redeemable Preference Share	Equity or Debt Interest (depends on terms of preference shares)
Stapled Securities	Equity Interest (returns generally contingent on available returns)
Hire Purchase	Debt Interest
Bailment Floor Plan	Debt Interest

Board of Taxation Review

- the Board of Taxation released two reports on Division 974 ITAA 1997 [December 2014 and March 2015]
- the reports followed the Board's review on Australia's debt: equity rules – included post-implementation review & review of possible improvements
- the reports discussed specific issues arising from the operational aspects of the provisions - ED legislation & related EM setting out proposed amendments issued in October 2016
- amendments proposed to apply to transactions entered into on a date fixed by Proclamation, or if there is no Proclamation, 6 months after Royal Assent - these measures have stalled

Key Takeaways from today's session

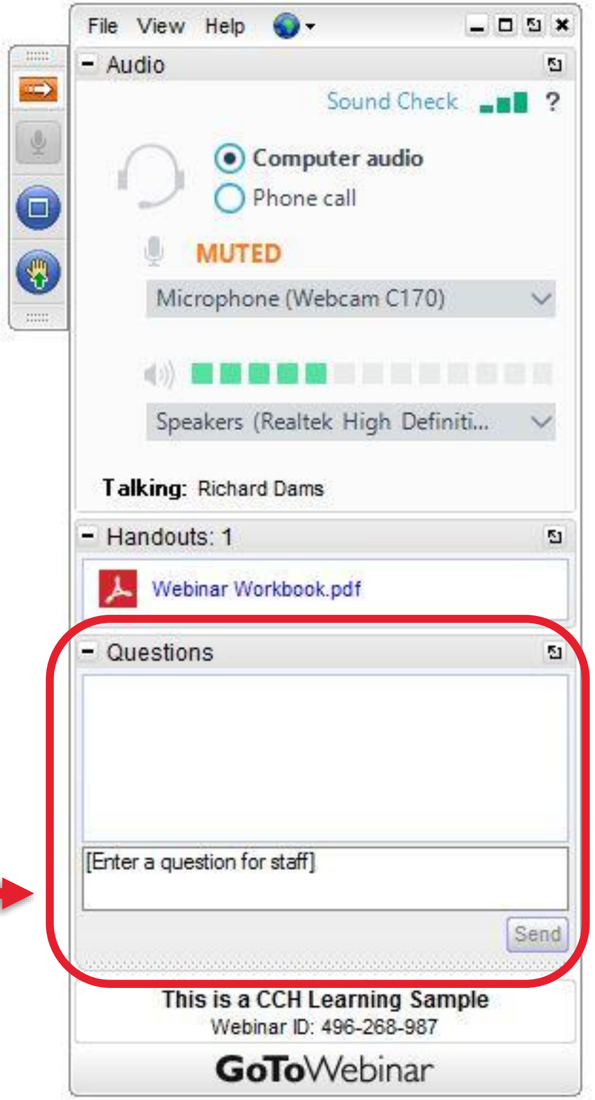


- Consider the Debt Forgiveness rules for all debts that are not repaid
- Debt forgiveness made by a private company may trigger a Division 7A deemed dividend
- Check all credit loans to establish whether they are debt or equity interests
- Exercise care for at-call loans to private companies – confirm whether these are debt or equity interests
- Check that the 'carve out' applies for connected entity loans to private companies
- Non-share equity interests require a Non-Share Capital Account to be maintained

Questions?

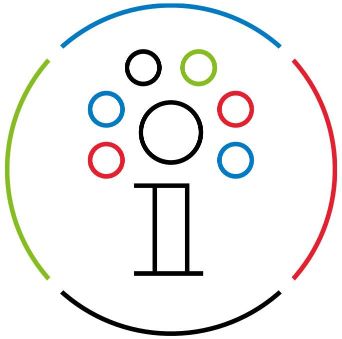
Alison Wood
CCH Learning Moderator

Type your question and click Send



Upcoming Webinars

- 8 October – Incapacity, Death and Taxes within SMSFs – Clarifying all the Issues
- 14 October – Tax Fundamentals – Tax Administration
- 14 October – How to work with Difficult People – Maintaining Healthy Perspectives and Conversation Skills
- 15 October - Cyber Security Update - October 2025
- 15 October – FBT 2025 – Providing FBT Services in Practice
- 16 October – Understanding SharePoint, One Drive and Teams



View all Webinars

Questions?

You can type in the “Questions” box now,
Or contact me via:

Carlo Di Loreto
Partner - Tax Advisory
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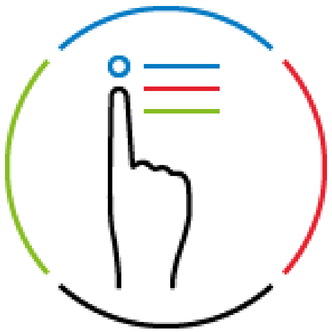
Next Steps

Please complete the Feedback Survey.

Within 24-48 hours you will receive an email when the following is ready;



- E-Learning Recording
- Verbatim Transcript
- CPD Certificate
- PowerPoint Presentation

Thank you for attending

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