

## S001 Deferral, Withdrawal, Refund and Tuition Assurance Policy

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<b>Government Legislation</b>	Standards for Registered Training Organisations (RTOs) 2015 Higher Education Threshold Standards Framework 2015 Higher Education Support Act 2003 VET Student Loans Act 2016 Addendum to the VET Administrative Information for Providers- incorporating the VET FEE-HELP Reforms 2015/2016
<b>Responsible Officer</b>	CEO

### 1. Purpose

The purpose of this policy is to outline the process for students who elect to defer, or withdraw from a course, or withdraw from a unit of study. The policy also provides for the administration of applications for deferral and withdrawal.

### 2. Scope

The policy applies to students enrolled in all Australian Qualifications Framework (AQF) accredited courses offered by the Ikon Institute of Australia in all teaching and learning locations and modes of delivery and applies to any courses and subjects delivered in partnership with other organisations.

### 3. Related Forms

F002 Application for Deferral/Withdrawal Form  
Terms and Conditions of Enrolment

### 4. Related Policies

To be read in conjunction with the Glossary of Terms  
S002 Student Grievance Policy and Procedure  
S004 Student Attendance Policy

## 5. Procedure for Deferral or Withdrawal from Study

- 5.1 All applications for withdrawal/deferral from courses and units of study must be submitted on the prescribed Application for Deferral/Withdrawal Form, and addressed to the Education Support Officer.
- 5.2 A Student seeking to defer or withdraw from a course, or unit of study must in the first instance speak with the Education Support Officer or Head of Faculty prior to submitting the Request for Application of Deferral/Withdrawal Form.
- 5.3 The Ikon Institute of Australia policy is to assess all requests for deferral and withdrawal to ensure the student has an accurate understanding of the academic and financial implications and to determine if there are options available that may assist the student to continue with their study. The Ikon Institute of Australia cannot guarantee a place is available in future subjects when convenient for the student.
- 5.4 When the Education Support Officer or Head of Faculty has discussed the matter with the student, they will organise for the student to meet with the Student Support Officer.
- 5.5 The student attends a session with a Student Support Officer, who will assist the student in working through their options and emotions. The outcome will be either:
  - the student will continue with the course; or
  - the Education Support Officer or Head of Faculty will approve the deferral/withdrawal.
- 5.6 Where deferral/withdrawal is approved following these discussions, the student must formally complete and submit an Application for Deferral/Withdrawal form to the Ikon Institute of Australia Head Office, and address this to the Education Support Officer.
- 5.7 Prior to processing the Application for Deferral/Withdrawal, the Education Support Officer will ensure that the application has been approved.
- 5.8 An Administration Officer will process the deferral/withdrawal amending the relevant student records, both paper and electronic files, and determine whether a credit or refund is due for any tuition fees.
- 5.9 The Administration Officer will issue the student with a Confirmation of Deferral/Withdrawal email, outlining the student's academic and financial status at the point of deferral/withdrawal and ensure all associated academic and financial actions are completed.

## 6. Cancellation of Enrolment

- 6.1 Ikon Institute of Australia has the ability to cancel the enrolment of a student in circumstances which include, but are not limited to:
  - student non-attendance and non-responsiveness to communication;
  - student non-payment of fees;
  - student failure to meet course requirements;
  - student failure to comply with Ikon Institute of Australia Policies and Procedures.

- 6.2 In all circumstances, the Ikon Institute of Australia will ensure that:
- Ikon Institute of Australia will advise student of the proposed cancellation in writing to the student's supplied postal and email addresses;
  - Ikon Institute of Australia will provide the student with at least 28 days to initiate grievance procedures before the cancellation takes final effect;
  - Ikon Institute of Australia will ensure that final cancellation takes effect only after any grievance procedures initiated by the student have been completed.

## 7. Tuition Fees

- 7.1 For deferral/withdrawal on or before the Unit of Study Census Date.  
For FEE-HELP or VET Student Loans students: provided that correct formal withdrawal procedures have been followed, including submitting a completed Application for Deferral/Withdrawal Form to the Education Support Officer prior to the census date for the unit(s) of study, the student will not incur a FEE-HELP or VET Student Loan debt for that unit of study.

For other students: within 28 days of receiving notification of withdrawal, the Ikon Institute of Australia will issue the student with either a refund for overpaid tuition fees, or a 30 day invoice for tuition fees still outstanding. Alternatively, unused tuition fees paid can be held in credit for a maximum of 14 months, in accordance with terms and conditions of enrolment. Deferred fees held in credit that are not used within 14 months will be forfeited.

- 7.2 For withdrawal/deferral after the Unit of Study Census Date.  
For FEE-HELP or VET Student Loans students: if the student has requested FEE-HELP or a VET Student Loan assistance for their study, they will incur a FEE-HELP or VET Student Loan debt for tuition for the unit(s) of study and will be legally required to repay this debt. In cases of special circumstances\* preventing completion of the unit(s) or study the student can apply in writing to the Ikon Institute of Australia within 12 months to have the debt re-credited.  
\*Special circumstances are those that are beyond the student's control.

For all other students: no tuition fee refund is payable for withdrawal/deferral after the unit of study census date, and tuition fees remain due and payable by the student. However in cases of special circumstances\* preventing completion of the unit(s) of study the student can apply in writing to the Ikon Institute of Australia within 2 months of the census date to have the unused portion of fees refunded.

\*Special circumstances are those that are beyond the student's control.

- 7.3 Non-Attendance.  
No refund or release from financial commitment will be granted for non-attendance. Procedures for absence/non-attendance are outlined in the Student Attendance Policy.
- 7.4 Administration Fee.  
Ikon does not charge any Administration Fee for students withdrawing from a unit of study, regardless of the timing of the withdrawal.

## 8. Re-crediting of FEE-HELP, or VET Student Loan balances

- 8.1 The Higher Education Support Act provides for the re-crediting of a student's FEE-HELP balance in specific circumstances, such applications must be made in writing within 12 months of the census date.

All applications for refund, or to have debt re-credited due to special circumstances must be accompanied by evidence to verify that the circumstances are beyond the student's control. Some examples include, but are not limited to:

- medical reasons where a person's medical condition has changed to such an extent that the student is unable to continue studies;
- family/personal reasons such as a death or severe medical problem within a family; or
- unforeseen family circumstances that make it unreasonable to expect a person to continue studies.

Some examples that the Ikon Institute of Australia may not accept as special circumstances include, but are not limited to:

- employment related reasons where a student has chosen to accept a change in employment arrangements;
- overseas or interstate travel;
- relocation of residence;
- difficulty in meeting financial requirements of the course;
- acceptance into a course at another institution.

- 8.2 A student may apply to the Secretary (of the Department of Education) for the student's FEE-HELP balance to be re-credited in circumstances where:

- the provider, or a person acting on the provider's behalf, engaged in unacceptable conduct in relation to the student's application for the FEE-HELP or VET Student Loan; or
- the provider has failed to comply with the Act or an instrument of the Act and the failure has adversely affected the student;
- applications made under this section of the Act must be made within 5 years of the census date for the course, or the part of the course concerned, or within that period as extended by the Secretary.

## 9. Holiday Leave During a Semester

- 9.1 While it is not advised, in some instances students may request to take leave of absence during a study period. Students should contact an Education Support Officer if they wish to seek approval:

- for leave/absence from class for five (5) or more consecutive days; or
- if they expect to miss the start of any study period.

This information will be recorded in the student file and academic staff will be informed.

## 10. Returning Students

- 10.1 Students returning to study after an approved period of leave should contact the Education Support Officer to confirm their re-enrolment no later than two weeks before commencement of the study period.

## 11. Tuition Assurance

- 11.1 Tuition assurance protects students in the event a course provided by an approved VSL provider ceases to be provided after it starts but before it is completed. Affected students are offered a replacement course with another provider and where this is not possible, the student's FEE-HELP balance for the affected part of the course will be re-credited.
- 11.2 As an approved provider under the *VET Student Loans Act 2016*, Proteus Technologies Pty Ltd, trading as the Ikon Institute of Australia ABN: 95 112 989 581ACN: 112 989 581 must be a party to an approved tuition assurance arrangement or have an approved exemption in place.
- 11.3 It is intended that, from 1 January 2018, Proteus Technologies Pty Ltd, trading as the Ikon Institute of Australia will be exempted from the requirement to be a party to an approved tuition assurance arrangement. Instead, Proteus Technologies Pty Ltd, trading as the Ikon Institute of Australia is required to comply with interim arrangements which ensure similar tuition assurance protection is provided to students.
- 11.4 This statement sets out the interim arrangements for tuition assurance that will apply from 1 January 2018 and Ikon's obligations from that date.
- 11.5 If any changes occur to the proposed arrangements outlined below, a revised statement will be provided on Ikon's website and advised to all students that have enrolled in the intervening period.

### What happens if Ikon ceases to provide a course after it starts, but before it is completed? Information for affected students

- 11.6 Ikon will notify affected students in writing that an approved course is no longer provided within 2 business days after Ikon ceases to provide the course after it starts, but before completed.
- 11.7 As soon as practicable, Ikon will also update its website to reflect that the course is no longer being delivered and to give students information about the tuition assurance arrangements.

### Replacement courses

- 11.8 The Commonwealth Department of Education and Training (the Department)(or a consultant engaged by the Department) will work with affected students to identify a replacement course and arrange for students to be placed with replacement providers.
- 11.9 Replacement courses must meet the following requirements:
- the course must lead to the same or comparable qualification as the original course;
  - the mode of delivery of the replacement course must be the same as or, with the student's consent, similar to the mode of delivery for the original course;
  - the location of the replacement must be reasonable, having regard to the costs of, and the time required, a student's travel; and
  - the student will not incur additional fees that are unreasonable and will be able to attend the replacement course without unreasonable impacts on the student's prior commitments.

- 11.10 Affected students will be offered a replacement course and may seek a review about whether the course offered to them meets the requirements for replacement courses.
- 11.11 A student who accepts the replacement course offered will not be required to pay the replacement provider for the replacement components of the replacement course. However, the fees payable for the remainder of the replacement course may be different from the fees payable for the original course.
- 11.12 A student who accepts the replacement course offered will also receive course credits for parts of the original course successfully completed by the student, as evidenced by:
- a copy of a statement of attainment or other Australian Qualifications Framework certification document issued by the course provider or an authorised issuing organisation in accordance with the Australian Qualifications Framework; or
  - a copy of an authenticated VET transcript issued by the Student Identifiers registrar.
- 11.13 Each affected student will have a period of six (6) months in which to accept the replacement course offer. The Department may extend that period in circumstances that justify an extension.
- 11.14 If an affected student enrolls in a course that is not a replacement course, the student may be required to pay additional tuition fees, and might not receive the course credits the student would have received if the student had enrolled in a replacement course.

#### Re-crediting of a student's FEE-HELP balances

- 11.15 Where there is no suitable replacement course for a student, Ikon will re-credit the student's FEE-HELP balance for the affected parts of the original course. The amount re-credited will be equal to the amount of VET student loan used to pay tuition fees for the student for the course, or parts of the course.

#### Record keeping

- 11.16 It is suggested best practice for students to retain assessments, records of competencies or statements of attainment that they receive from their education provider

## 12. Complaints and Appeals

- 12.1 A student has a right to appeal the outcome of the Application for Deferral/Withdrawal or refund/re-credit on the following grounds:
- procedural requirements specified in this policy were not followed; or
  - relevant evidence was not considered in reaching the decision.
- An appeal can be lodged in accordance with the procedure for an appeal in the Student Grievance Policy and Procedure.
- 12.2 The Ikon Institute of Australia will ensure that a student is not victimised, or discriminated against for:
- seeking review or reconsideration of a decision; or
  - accessing the grievance processes; or

- making an application for re-crediting of the student's FEE-HELP balance under the special circumstances provisions of the Act.

12.3 This policy does not remove the right of the student to take action under Australia's consumer protection laws.

### 13. Issue of Statement of Attainment

13.1 A student who withdraws from a course will be issued with a Statement of Attainment (SOA) for any units of competency/subjects that they have successfully completed.

### 14. Publication

14.1 This policy is to be published and provided to students, prospective students and staff on the Ikon Institute of Australia website [www.lkonInstitute.edu.au](http://www.lkonInstitute.edu.au) to ensure that all have access to up to date and accurate information.