

## Policy and Procedure

Name:	Withdrawals and Refunds Policy & Procedure
Approved by:	CEO
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Approved by:	Compliance Manager
Date Approved:	
Implementation Owner	Head of Compliance
Maintenance Owner	Head of Compliance
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## **SECTION 1 – INTRODUCTION**

### **PURPOSE**

To inform students and staff of Ivy Institute's policies and processes relating to course refunds and course withdrawals.

### **SCOPE**

This Withdrawals and Refunds Policy and Procedure applies to all students as well as all staff involved either directly or indirectly with administering requests for course withdrawals, refunds extensions and/or temporary suspension requests.

## SECTION 2 – POLICY

### PRINCIPLES

The Withdrawals and Refunds Policy and Procedure is guided by the principles of access, equity, fairness and timeliness.

IVY INSTITUTE is committed to:

- ensuring students that request to withdraw from a course and/or receive refunds are not victimised or discriminated against
- considering course withdrawal and refund requests in a consistent, transparent, objective and unbiased manner
- making all details of the procedures publicly available
- informing students of the policy pre-enrolment and advising students to read it at the commencement of a course
- specifying reasonable timelines for responses and reimbursement of monies at each stage of the process and monitoring of these timelines
- providing reasons and full explanation in writing for decisions and actions taken as part of the procedures
- keeping appropriate records of withdrawal and refund requests, including brief written outcome, within student files and allowing students access to their records
- ensuring that such records are treated as confidential
- reviewing the Withdrawals and Refunds process regularly

### POLICY – STUDENTS ENROLLED IN NON-VET FEE-HELP ELIGIBLE COURSES

#### *Withdrawals Policy*

1. At any time following enrolment in a course, and prior to the designated course end date, students may withdraw from a course by giving written notice to Ivy Institute Student Services.
2. Any student that withdraws from a course may remain liable to pay the full course tuition fees, subject to the Refund policy.
3. Students that withdraw from a course prior to completing the qualification will be given recognition for any units satisfactorily completed up to the date of withdrawal, provided all fees due up until this date have been paid in full.

#### *Course Extension and Temporary Suspension Policy*

4. At any time following enrolment in a course, and prior to the designated course end date, students may request a course extension by giving written notice to Ivy Institute Student Services. Ivy Institute may offer the student an extension at no additional charge. This is at the discretion of Ivy Institute and must immediately follow on from the expiration of the original enrolment period.
5. Students that need to place their course on-hold due to extended holidays or unforeseen events which do not allow continued study, may temporarily suspend their course once only for up to a maximum period of three months. Such requests for temporary suspension must be submitted to Student Services in writing.

**Refund Policy**

1. All requests for refunds must be made in writing to Student Services.
2. Ivy Institute agrees to refund within 21 days of the receipt of written notice of withdrawal by the student (or parent or guardian if the student is under 18 years of age), tuition fees paid by or on behalf of the student less the amounts to be retained as agreed and as detailed below:

(a) **Refunds payable for withdrawals prior to expiration of orientation period**

If a student withdraws from a course on or before the last day of the orientation period (i.e. on or before the 10<sup>th</sup> day following the course commencement date) a full refund of the fees will be made, less a cancellation fee equal to \$150 to cover administration costs. Statement of Attainment/s will not be issued.

(b) **Refunds payable for withdrawals between the expiration of orientation period and 30 days post-course commencement**

If a student withdraws from a course after the last day of the orientation period (i.e. on or after the 11<sup>th</sup> day following the course commencement date) but on or prior to the 30<sup>th</sup> day post-course commencement then a cancellation fee equivalent to 50% of the total course tuition fee will apply.

(c) **No refund is payable for withdrawals more than 30 days following the course commencement date**

A cancellation fee equivalent to 100% of total course tuition fees will apply in this instance.

(d) **Refunds payable for withdrawals due to illness or hardship**

In the case of a student who withdraws from a course or programme due to illness or extreme hardship, Ivy Institute may, at its discretion, allow a refund of the fees. The following conditions apply:

- (i) The person concerned must produce satisfactory evidence of the circumstances of his/her withdrawal, such as medical certificates.
- (ii) A cancellation fee equal to 25% of total course tuition fees will be withheld.
- (iii) Withdrawal must take place prior to the expiration of the course.
- (iv) If a refund has been issued a Statement of Attainment will NOT be granted for any units.

(e) **Refunds payable for units / courses that Ivy Institute can no longer provide**

Should Ivy Institute be unable to provide all units to meet the student's course completion schedule, either option (i) or (ii) below will apply:

- (i) course fees paid will be refunded in full and no Statement of Attainment will be issued for any unit, or
- (ii) course fees paid on any unavailable unit/s will be refunded, and a Statement of Attainment will be issued for satisfactorily completed units.

In the event that Ivy Institute cancels a full qualification / course for any reason, students enrolled at the time Ivy Institute announces the cancellation will be entitled to a full refund. This will not incur any administrative charges or penalties and will be paid within 2 weeks of the day on which the training ceased being provided.

**(f) Refunds payable where a student withdraws from a course following a serious act of misconduct**

No refund of any monies paid will be granted in this instance.

**POLICY – STUDENTS ENROLLED IN VET FEE-HELP ELIGIBLE COURSES**

***Withdrawals Policy***

1. At any time following enrolment in a course, and prior to the designated course end date, students may withdraw from a course by giving written notice to Ivy Institute Student Services.
2. Any student that withdraws from a course may remain liable to pay the full course tuition fees, subject to the Refund policy.
3. Students that withdraw from a course prior to completing the qualification will be given recognition for any units satisfactorily completed up to the date of withdrawal, provided all fees due up until this date have been paid in full.

***Course Extension and Temporary Suspension Policy***

4. At any time following enrolment in a course, and prior to the designated course end date, students may request a course extension by giving written notice to Ivy Institute Student Services. Ivy Institute may offer the student a 4 week course extension at no additional charge. This is at the discretion of Ivy Institute and must immediately follow on from the expiration of the original enrolment period.
5. Students that need to place their course on-hold due to extended holidays or unforeseen events which do not allow continued study, may temporarily suspend their course once up to a maximum period of three months. Such requests for temporary suspension must be submitted to Student Services in writing.

**Refund Policy**

In the event of a student withdrawing from a VET unit of study on or before the census date for that unit of study:

1. 100% of tuition fees paid for that unit will be refunded to the student; and
2. the student will not incur a VET FEE-HELP debt.

The College will refund within 28 days of the receipt of written notice of withdrawal by the student (or parent or guardian if the student is under 18 years of age), tuition fees paid by or on behalf of the student for the relevant units of study.

In the event of a student withdrawing from a unit of study after census date for that unit of study:

1. no refund is applicable; and/or
2. the student will incur a VET FEE-HELP debt.

A student who withdraws after the census date for a unit of study may apply for special consideration in line with the Student Review Procedures for Re-crediting a FEE-HELP Balance.

## SECTION 3 – PROCEDURE

1. Students must submit their formal withdrawal, temporary suspension, extension or refund request in writing via email to Student Services at: [support@ivy.edu.au](mailto:support@ivy.edu.au) or via the Support Form within myIVY.

It is essential that the student includes:

- a) a detailed explanation of why they are requesting to withdraw from, suspend or extend their course and/or request a refund
  - b) any documentary evidence to support this request e.g. medical certificate, travel documents etc.
2. The Students Services Manager will evaluate the:
    - a. date that the student's written notification was submitted and, where applicable, the census date for the relevant unit(s) of study
    - b. content of the information supplied by the student within their written notification, including any attached evidence
    - c. any relevant information contained within the student record (such as the course commencement date which is required in order to calculate the number of days from this date that the written notification was submitted by the student)
    - d. content of this policy and any other relevant information to enable the Student Services Manager to make an informed, reliable and fair decision.
  3. The Student Services Manager will further investigate the matter by conducting a telephone consultation with the course trainer / assessor to determine whether or not there are any extenuating circumstances that needs to be considered.
  4. The Student Services Manager may contact the student if any part of the matter requires further clarification.
  5. The Student Services Manager will make a decision in line with this policy no later than 10 days from the date the original student written notification was received, and update the student record in the SMS and provide formal written notification to the student of the outcome.
  6. Where a refund of course tuition fees is to be paid to the student this will be processed within 28 days of receipt of the students written notice of withdrawal, except where Ivy Institute has cancelled a course in which case a full refund will be paid within 2 weeks of receipt of the students written notification. It is the responsibility of the Student Services Manager to co-ordinate this reimbursement with the Accounts Clerk and arrange for the manual issuance of any Statements of Attainment for course units already completed.
  7. Where outstanding fees are payable by the student the Student Services Manager will arrange for a final invoice to be raised by the Accounts Clerk and issued to the student. No Statements of Attainment will be issued for course units already completed until the outstanding payment is made.
  8. The Student Services Manager will update the student record within the SMS with all relevant information and attach any final summary reports of the outcome, which can be accessed by the student upon request by emailing [support@ivy.edu.au](mailto:support@ivy.edu.au) .

9. For students enrolled into courses of study by IVY INSTITUTE on behalf of STUDY GROUP AUSTRALIA; IVY INSTITUTE will notify STUDY GROUP AUSTRALIA of a student's formal request for withdrawal, temporary suspension, extension or refund.

## SECTION 4 – REFERENCE AND SUPPORTING INFORMATION

### DEFINITIONS

Word/Term	Definition
Course commencement date	The date that is agreed between Ivy Institute and the student to be the first date for online course access of a particular student enrolment

### SUPPORTING DOCUMENTATION

Document name	Document type	Location

## SECTION 5 – GOVERNANCE

### CHANGE HISTORY

Version	Approval date	Approved by	Approved by	Change
1.0	2/10/12	CEO		New release.
1.1	31/3/14	CEO		<ul style="list-style-type: none"> <li>Removed reference to additional extensions beyond the 4 week standard extension period</li> <li>Reduced period of time students may freeze their enrolment from 6 months to 3 months</li> <li>Separated policy for VET FEE-HELP and non-VET FEE-HELP courses</li> <li>Changed refund processing time to 28 days to align VET FEE-HELP course policy with non-VET FEE-HELP course policy</li> </ul>



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1.2	07/12/2015		Compliance Manager	Template formatting changes applied. Updated to reflect 2015 VFH reforms.
1.3	06/04/2017		Head of Compliance	Updated to include reference to SGA