

## Policy and Procedure

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Approved by:	Head of Compliance
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## **SECTION 1 – INTRODUCTION**

### **PURPOSE**

To inform students and staff of Accredited Courses Australia Pty Ltd, ABN 79 003 558 423 (RTO Code 90535) trading as Ivy College about 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, course extensions and/or deferral requests.

## SECTION 2 – POLICY

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

Ivy College is committed to:

- ensuring students who request to withdraw from a course and/or receive refunds are not victimised or discriminated against or unfairly disadvantaged
- considering course withdrawal and refund requests in a consistent, transparent, objective and unbiased manner
- making all details of the procedures publicly available
- providing students with access to the policy pre-enrolment and advising them to read it prior to 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 Policy & Procedure and associated processes regularly

## POLICY

### *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 providing notice in writing to Ivy College's Student Support Team at: [support@ivy.edu.au](mailto:support@ivy.edu.au)
2. All requests for withdrawal must be provided to Ivy College in writing.
3. Students who 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 and including all completed units have been paid in full.
4. The enrolment is provisional for a maximum of ten (10) days. This allows Ivy College time to verify admissions documentation and request any additional information. The provisional enrolment period ends when the Confirmation of Enrolment is emailed to the student. If after ten (10) days the student has not provided all required information and has not either paid the course fee in full, or entered into a payment agreement, the enrolment will be cancelled.
5. Where a student is able to evidence special circumstances impacting upon their continuing enrolment these will be considered as of a student's withdrawal request.
6. The "non-refundable down payment" paid by a student at the time of enrolment is not refundable under any circumstances.

**Course Extension and Deferral Policy**

1. At any time, following enrolment in a course, and prior to the designated course end date, students may request in writing a course extension (maximum three (3) months) to Ivy College's Student Support Team. Any further extensions will be on application and at the discretion of the College.
2. Ivy College may offer the student a single extension at no additional charge. This is at the discretion of Ivy College and will be added onto the original course enrolment end date. This does not alter the existing payment plan. Students must be up to date with their payments to be eligible for an extension.
3. Students may defer their studies for a maximum of three (3) months due to extended holidays or unforeseen events which may prevent continuity of study. Such requests for deferral must be submitted to the Ivy College's Student Support team in writing. Any further deferrals will be on application and at the discretion of the College.
4. While a deferral allows for a pause in study, all financial obligations continue in accordance with the original payment plan entered into by the student.

NOTE: A student will not be permitted to extend and or defer their course for greater than a total of 6 months.

**Refund Policy**

1. All requests for refunds must be made in writing to the Ivy College Student Support Team.

**(a) Refunds payable for withdrawals prior to expiration of the provisional enrolment period**

If a student withdraws from a course on or before the last day of the provisional enrolment period (i.e. on or before the tenth (10<sup>th</sup>) day following the course commencement date) the student will be entitled to a refund of the fees paid to date, less the non-refundable down payment paid at the time of enrolment.

**(b) If the student withdraws from the course after the provisional enrolment period has passed there is no refund payable.**

A student may be considered to receive a refund if they meet special consideration criteria. The student must apply for special consideration.

*Course inclusive learning resources:*

Where a student has passed the provisional enrolment period and elects to withdraw from the course the following will apply:

- For students who have paid upfront, all course inclusive learning resources (such as beauty kits) will be provided to the student.
- For students on a payment plan course inclusive learning resources (such as beauty kits) will be provided to the student in line with their course progression

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

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

2. Special Consideration

Students applying for special consideration must submit a written request for special consideration to the Ivy College’s Student Support team, including all relevant supporting documentation.

The information and supporting documentation provided should demonstrate that the circumstances are continuing and serious and will materially affect the student’s ability to continue with the course.

Guidelines on supporting documentation required will depend on a number of factors including the period of time hardship assistance is required for and the type of arrangement that may be offered.

Typically, the information and documentations that are required include, but are not limited to the following:

<b>Reason</b>	<b>Evidence required</b>
Medical Condition	Medical Certificate Counsellor/ Psychologists Evaluation Insurance Claims
Centrelink Payment Reduction	Centrelink notification of payment reduction
Natural Disaster	Provide details
Unforeseen Medical Expenses (own/ immediate family member)	Provide details Medical Bills
Criminal conviction leading to incarceration	Police Report Court or Legal documents

Students are advised to ensure that all supporting documentation provided clearly displays the following information:

- Student’s first and last name
- Date of supporting evidence provided

**Possible outcomes from requests for Special Consideration**

If a special consideration application is received and Ivy College considers that there are grounds for granting special consideration to the student, the student may be provided with either:

- A full refund
- A pro rata refund of the Course Fees (taking into account the portion of the course that has been completed and the costs associated with the provision of learning materials)
- A course extension (maximum of three (3) months)
- Additional support services
- A deferred payment arrangement for a period of time (maximum of three (3) months)

3. Refunds payable for units / courses that Ivy College can no longer provide

Should Ivy College be unable to provide all units of study to meet the student's course completion schedule, 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 College cancels a full qualification / course for any reason, students enrolled at the time Ivy College announces the cancellation will be entitled to a refund (excluding down payment). This will not incur any administrative charges or penalties and will be paid within two (2) weeks of the day on which the training ceased being provided.

### SECTION 3 – PROCEDURE

1. Students must submit their formal withdrawal, deferral, extension or special consideration for refund request in writing via email to the Student Support team at: [support@ivy.edu.au](mailto:support@ivy.edu.au), or in writing to Student Support, Level 21, 580 George St, Sydney. 2000

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; and
  - b) any documentary evidence to support this request e.g. medical certificate, travel documents etc.
2. The Director, Student Engagement or delegate will evaluate the:
    - a) date that the student's written notification was submitted;
    - 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); and
    - d) content of this policy and any other relevant information to enable the Director, Student Engagement or delegate to make an informed, reliable and fair decision.
  3. The Director, Student Engagement or delegate 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 Director, Student Engagement or delegate may contact the student if any part of the matter requires further clarification.
  5. The Director, Student Engagement or delegate will endeavour to make a decision in line with this policy no later than ten (10) days from the date the original student written notification was received, and update the student record in the Student Management System (SMS) and provide formal written notification to the student of the outcome.
  6. If a request for withdrawal is approved the Student Support team will process the withdrawal within three (3) business days.

7. Where a refund of course tuition fees is to be paid to the student this will be processed within twenty-eight (28) days of confirmation being sent to the student.
8. Where outstanding fees are payable by the student the Director, Student Engagement or delegate will arrange for a final invoice to be raised by Accounts and issued to the student. No Statements of Attainment/Testamur will be issued for course units already completed until all outstanding payments are made.
9. The Director, Student Engagement or delegate 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) .

## SECTION 4 – REFERENCE AND SUPPORTING INFORMATION

### DEFINITIONS

Word/Term	Definition
Course commencement date	The date that is agreed between Ivy College and the student to be the first date for online course access of a particular student enrolment
SMS	Ivy College Student Management System
Provisional Enrolment period	An enrolment is provisional for ten (10) days, allowing Ivy College time to request additional requirements and for the student to access their course and ensure that the course meets their requirements.
Down payment	A \$100 non-refundable payment is paid by the student at time of enrolment; deducted from the total course fees payable. Where a student fails to meet the entry criteria preventing them from commencing the course this fee is non-refundable.
FFS	Fee for Service
Upfront payment	Upfront payment is for students who wish to pay the full course fee at the point of enrolment.
Payment Plan	A payment plan is provided to the student by a third party where they have selected this as a payment option within the Application for Enrolment.

**SECTION 5 – GOVERNANCE****CHANGE HISTORY**

<b>Version</b>	<b>Approval date</b>	<b>Approved by</b>	<b>Approved by</b>	<b>Change</b>
1.0	22/02/2017	Head of Compliance, Partners	Head of Student Engagement	New release.
1.1	28/02/2017	Head of Compliance, Partners	Head of Student Engagement	Student Engagement updated to Student Support
1.2	30/08/2017	Head of Compliance	Director, Student Engagement	Update to role tile for Director, Student Engagement
2	10/09/2018	Head of Compliance	Director, Ivy College	Update to reflect corporate governance changes to Ivy College and ACA RTO