

*Educate. Learn. Empower. Lead*

## 1. Purpose

This Policy governs the ICAN Learn rationale for students withdrawing from an ICAN Learn accredited course.

## 2. Application

2.1 This Policy applies to all students enrolled in ICAN Learn accredited courses.

2.2 This Policy relates to the ICAN Learn Course Withdrawal Procedure and the ICAN Learn Refund Policy and Procedure.

## 3. Review

This Policy is reviewed on an annual and as needed basis.

## 4. Course Withdrawal Policy

4.1 A student may withdraw from an accredited course in which they are enrolled and recently commenced, prior to the census date set for the first fee period of that course.

4.2 A student is entitled to withdraw from the course once commenced provided that the student notifies ICAN Learn prior to the census date in the relevant fee period.

4.3 A student intending to withdraw from a course and must notify ICAN Learn in writing of their intent to withdraw (in writing can mean by email).

This is in keeping with the Australian Consumer Law (*Competition and Consumer Act 2010*).

4.4 Should a student notify ICAN Learn of their intent to withdraw prior to a census date in a current fee period, the student will not be charged tuition fees in that fee period.

4.5 A student may be advised by ICAN Learn that they will be withdrawn from a course following a student progress process resulting from:

4.5.1 non-progress;

4.5.2 sustained absenteeism without notice;

4.5.3 sustained plagiarism;

4.5.4 non-compliance with an agreed student progress workplan;

4.5.5 lack of communication with teachers and ICAN Learn administration about challenges that may lead to lack of progress;

4.5.6 poor or intolerable behaviour that may put future clients at risk;

4.5.7 poor / disrespectful behaviour towards staff and / or other students;

4.5.8 or a combination of any of these circumstances.

4.6 Should a student be withdrawn following a student progress process, the student will be notified of their withdrawal and should that occur prior to a census date in a current fee period, the student will not be charged for tuition fees in that fee period.

4.7 Course withdrawal and related student responsibilities are outlined in detail in the student handbook.

4.8 Communications regarding course withdrawal (whatever circumstance) will be in writing to the student.

*Educate. Learn. Empower. Lead*

ICAN Learn does not charge any of the following fees to a student who withdraws prior to census day:

- a withdrawal fee
- an administration fee
- a fine or penalty
- a fee determined to be a disincentive to withdrawing from a unit, part of a course or whole course
- any portion of the tuition fees for the unit, part of the course or entire course from which the student is withdrawing.

### **5. Student initiated course withdrawal**

- 5.1 A student is entitled to withdraw from an ICAN Learn course after enrolment, prior to course commencement or during the course.
- 5.2 Should the course withdrawal occur prior to the census date for the relevant fee period, the student will not be charged tuition fees as per the VET Student Loan Act.
- 5.3 The Australian Consumer Law applies to all ICAN Learn Student Enrolment Agreements. Students are entitled to terminate an ICAN Learn Enrolment Agreement (not an enrolment renewal, extension or transfer of an agreement) within 10 business days of entering into the Enrolment Agreement.
- 5.4 If the ICAN Learn Enrolment Agreement is terminated in writing within 10 business days of entering the Enrolment Agreement, the Student will be entitled to a refund for any payment made for course units less non-refundable student amenities fee for that fee period.
- 5.5 ICAN Learn will provide a refund of any fees paid in fee for service arrangements within 14 business days of receipt of the signed and dated Course Withdrawal Form.
- 5.6 Students are given an opportunity to formally communicate their intentions of withdrawing from a course
- 5.7 The organisation maintains records of student requests for course withdrawal to demonstrate due diligence in seeking the student's input
- 5.8 Following the student's notification of intention to withdraw, a statement will be issued to identify any outstanding payments or refunds due.
- 5.9 If a student withdraws prior to census day and has made a payment, an arrangement to re-credit the fees will be made within 14 days as per fees and charges policy and procedure.

*Educate. Learn. Empower. Lead*

## 6. Re-enrolling a student who has withdrawn

If a student withdraws from an approved course, or a part of an approved course, the course provider must not, after the withdrawal, re-enrol the student without the written permission of the student

## 7. ICAN Learn initiated course withdrawal

7.1 ICAN Learn may terminate a course for a student leading to a course withdrawal in certain circumstances that may include but are not limited to:

7.1.1 non-progress;

7.1.2 sustained absenteeism without notice;

7.1.3 sustained plagiarism;

7.1.4 non-compliance with an agreed student progress workplan;

7.1.5 lack of communication with teachers and ICAN Learn administration about challenges that may lead to lack of progress;

7.1.6 poor or intolerable behaviour that may put future clients at risk;

7.1.7 poor / disrespectful behaviour towards staff and / or other students;

7.1.8 or a combination of any of these circumstances;

7.1.9 if a student has been granted a deferment or leave of absence and does not respond according to the agreed due date of course recommencement, the student will be automatically withdrawn from the course after 10 working days.

7.1.10 Should that withdrawal occur prior to a census period, the student is not liable for tuition fees for that fee period, and the VET student loan Act will apply.

7.2 If a student enrolment is cancelled **after** the census date, the following must be undertaken:

7.2.1 Provision of information to the student concerned of a proposed cancellation

7.2.2 Provision of information to the student with at least 28 days' notice to initiate grievance procedures before the cancellation takes final effect

7.2.3 Ensuring that the cancellation will only take final effect after any grievance procedures initiated by the student have been completed

7.2.4 set out the circumstances in which fees for the course, or the part of the course, concerned will, or will not be, refunded

## 8. Refunds

8.1 Refer to the Refund Policy for details.

## 9. Course outcomes

9.1 Upon completion of the course withdrawal process, the student will receive a Statement of Attainment listing the completed units of competency achieved prior to withdrawal. Incomplete units will not be listed on the student Statement of Attainment.

9.2 Where course unit fees have not been paid, a Statement of Attainment will not be issued until payment is received.

*Educate. Learn. Empower. Lead*

- 9.3 The Statement of Attainment will be provided to the student by email within 30 days of withdrawal from the course.
- 9.4 A hard copy of the Statement of Attainment is mailed to the student on request.
- 9.5 Codes allocated on the Statement of Attainment will include the following:
  - C Competent
  - NC Not Competent
  - RPL Recognition of Prior Learning
  - CT Credit Transfer