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1. Purpose

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

2. Application

This Policy:

2.1 Applies to all students enrolled in ICAN Learn courses.

2.2 Relates to the:

2.2.1 Course Withdrawal Procedure

2.2.2 Refund Policy and Procedure

2.2.3 Enrolment Policy and Procedure.

3. Review

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

4. Policy

4.1 A student may withdraw from a course in which they are enrolled.

4.2 A student intending to withdraw from a course 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*).

4.3 A student may withdraw from the course prior to or on the census date in the relevant fee period without tuition fees liability.

4.4 Where the student has a VSL, the student has a responsibility to report their withdrawal from units/course in eCAF.

4.5 ICAN Learn reports student withdrawal into relevant systems as per legislation (e.g. TCSI and eCAF).

4.6 If the student fails to notify eCAF within 2 weeks of their withdrawal from a unit/course, ICAN Learn may invoice the student for outstanding fees¹ if relevant.

4.7 A student may be advised by ICAN Learn that they will be withdrawn as a result of a student progress process. ICAN Learn provides at least 28 days' notice to the student that they will be withdrawn in advance of the intended withdrawal date.

4.8 Should the withdrawal date occur prior to or on a census date in the same fee period, the student will not be charged tuition fees in that fee period.

4.9 Course withdrawal and related student responsibilities are outlined in detail in the student handbook which is available to the student at all times.

4.10 ICAN Learn does not charge the following fees to a student who withdraws prior to or on census day:

4.10.1 a withdrawal fee;

¹ Refund Policy and Procedure

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

4.11 Student initiated course withdrawal

- 4.11.1 A student is entitled to withdraw from an ICAN Learn course after enrolment, prior to course commencement or during the course.
- 4.11.2 ICAN Learn prefers students to communicate their intentions to withdraw from a course in writing but acknowledges that there are situations where the student may communicate this verbally. Should the course withdrawal occur prior to the census date for the relevant fee period, the student will not incur a financial liability and any fees will be refunded as per the Refund Policy.
- 4.11.3 The Australian Consumer Law applies to all new 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.
- 4.11.4 If the ICAN Learn initial Enrolment Agreement is terminated in writing within 10 business days of entering into the initial Enrolment Agreement, the Student will be entitled to a refund for any payment made for tuition fees.
- 4.11.5 ICAN Learn will provide a refund of any tuition fees paid within 14 business days of receipt of the signed and dated Course Withdrawal Form.
- 4.11.6 ICAN Learn maintains a record of the student request for course withdrawal.
- 4.11.7 Following the student's notification of intention to withdraw, a statement will be issued to identify any outstanding payments or refunds due.
- 4.11.8 If a student is enrolled in a course, has made a payment, and withdraws prior to census day, an arrangement to refund the tuition fees will be made within 14 days as per the Fees and Charges Policy and Procedure.

4.12 Re-enrolling a student who has withdrawn

If a student withdraws from an approved course, or a part of an approved course, ICAN Learn will not, after the withdrawal, re-enrol the student without the written permission of the student.

4.13 ICAN Learn initiated course withdrawal

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:

- 4.13.1 Lack of progress and related lack of communication about challenges to completion;

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- 4.13.2 Sustained absenteeism without notice;
- 4.13.3 Level 3 plagiarism²;
- 4.13.4 Non-compliance with an agreed student progress workplan;
- 4.13.5 Poor or intolerable behaviour that indicates future clients may be at risk when the student is on placement or for future employment;
- 4.13.6 Poor / disrespectful behaviour towards staff and / or other students;
- 4.13.7 Or a combination of any of these circumstances;
- 4.13.8 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.
- 4.13.9 Should that withdrawal occur prior to a census period, the student is not liable for tuition fees for that fee period, and the VSL Act will apply.
- 4.14 If a student enrolment is cancelled after the census date, ICAN Learn undertakes to:
 - 4.14.1 Provide information to the student concerned about the proposed cancellation at least 28 days' notice prior to cancellation to allow the student time to initiate a complaint if they express the desire to do so.
 - 4.14.2 Ensure that the cancellation does not take effect until any student complaint (if received) has been resolved.
 - 4.14.3 Set out the circumstances in which tuition fees for the course, or the part of the course, concerned will, or will not be, re-credited or refunded³.
- 4.15 Refunds⁴**
- 4.16 Course outcomes**
 - 4.16.1 Upon completion of the course withdrawal process, the student will receive a Statement of Attainment listing the completed units of competency achieved. Incomplete units will not be listed on the student Statement of Attainment.
 - 4.16.2 Where tuition fees that are due⁵ have not been paid, a Statement of Attainment will not be issued until payment is received.
 - 4.16.3 The Statement of Attainment is provided to the student by email within 30 days of withdrawal from the course.
 - 4.16.4 A hard copy of the Statement of Attainment is mailed to the student on request.

² Plagiarism Policy and Procedure

³ Refund Policy & Procedure

⁴ Refund Policy & Procedure

⁵ Refund Policy