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## 1. Purpose

This Policy governs the ICAN Learn Procedure for providing refunds to enrolled students who withdraw from an ICAN Learn course.

## 2. Application

This Policy

2.1 Applies to students enrolled in ICAN Learn courses.

2.2 Links to the:

2.2.1 Course Withdrawal Policy and Procedure; and

2.2.2 Student Progress Policy and Procedure; and

2.2.3 Enrolment Policy and Procedure; and

2.2.4 Fees and Charges Policy and Procedure; and

2.2.5 Student Handbook.

## 3. Review

This Policy is reviewed on an annual and as needed basis along with related policies and procedures outlined in section 2.

## 4. Enrolment cancellation and refunds

4.1 The Australian Consumer Law (*Competition and Consumer Act 2010*) determines that Consumer rights apply to any consumer contract. This includes the ICAN Learn initial Student Enrolment Agreement.

4.1.1 Students are entitled to terminate an ICAN Learn initial Enrolment Agreement (not an enrolment renewal, extension or transfer of an agreement) within 10 business days of entering into the initial Enrolment Agreement.

4.1.2 If the ICAN Learn initial Enrolment Agreement is terminated in writing within 10 business days of entering the Enrolment Agreement, the Student is entitled to a refund for any tuition fees paid as outlined in section 6 of this Policy.

4.2 Any student who withdraws from the course on or prior to the census date for the unit of study within the relevant fee period<sup>1</sup> is provided with a refund of any paid tuition fees within 10 business days of receipt of the signed and dated Course Withdrawal Form<sup>2</sup>.

## 5. Refunds

5.1 An individual student is entitled to a refund of tuition fees for a unit of study in the relevant fee period if the student withdraws on or before the census date for the unit of study<sup>3</sup>.

5.2 A student requesting a refund is subject to the refund conditions set out in section 6.

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<sup>1</sup> Diploma of Financial Counselling only

<sup>2</sup> Refer to ICAN Learn Enrolment Policy and Enrolment Information Guide

<sup>3</sup> Course Withdrawal Policy; Deferment and Leave of Absence Policy

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- 5.3 An organisation that pays on behalf of the student is subject to the refund conditions set out in section 6.

## **6. Refund Conditions**

### **6.1 Course Withdrawal**

- 6.1.1 A student is entitled to withdraw from any course or unit of study within a relevant fee period after enrolment.
- 6.1.2 The student must give written notice of intention to withdraw.
- 6.1.3 Should the student withdraw on or prior to the census date, the student is not financially liable and is refunded any tuition fees that have been paid.
- 6.1.4 If the student withdraws after the census date in a unit of study in the relevant fee period, the student is liable for the tuition fees for the unit of study in the relevant fee period<sup>4</sup>.
- 6.1.5 A refund of tuition fees may be considered under special circumstances. The student is required to submit a signed and dated Refund Application Form.
- 6.1.6 Should ICAN Learn initiate a student withdrawal following a student progress meeting, all aspects of this Policy apply with consideration that a student progress meeting may occur post census date for a unit of study in a relevant fee period. The student will be given 28 days' notice of withdrawal.
- 6.1.7 If a student has not commenced the course but has failed to notify ICAN Learn about their intention to withdraw from the course prior to the census date for that unit of study in the relevant fee period, the student is not entitled to a refund.

### **6.2 Course fees**

- 6.2.1 All potential and enrolling students are made aware of tuition fees, census dates, any other fees and related policies including this Refund Policy prior to course enrolment.<sup>5</sup>
- 6.2.2 A student is not charged more than \$1,500 in any one invoice for tuition fees.
- 6.2.3 Students are invoiced for a unit of study within a relevant fee period. A unit of study period may include more than one unit of competency. There may be more than one unit of study within a fee period.

### **6.3 Unit of Competency Fees**

- 6.3.1 Where a course does not have census dates the student will be invoiced for each individual unit of competency in a course according to the Student Invoicing Procedure and they may be entitled to a refund.
- 6.3.2 If a student has not commenced a unit, but the unit has been allocated to them in the online portals and the student has not notified of the desire to withdraw, the student is not entitled to a refund and is liable for the cost of that unit.

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<sup>4</sup> Course Withdrawal Policy & Procedure

<sup>5</sup> Fees and Charges policy

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- 6.3.3 If a unit has been opened to the enrolled student in the online portal this indicates that the student has commenced the unit and the student is not entitled to a refund for that unit.
- 6.3.4 The only circumstance in which payments would be made by an entity other than the student, is when the agency is paying fees for a student, or where the course is not accredited and there is an agreement in place between ICAN Learn and that agency / organisation in relation to invoicing for that course.
- 6.3.5 A paying entity [e.g. agency / organisation] that wants to claim a refund for any student for whom they have made a payment where that student is not continuing in the course and the student has completed the Course Withdrawal Form, the paying entity must email [administration@icanlearn.edu.au](mailto:administration@icanlearn.edu.au) to request a refund.
- 6.3.6 When an entity other than the student requests a refund, that entity is informed of the amount of the course completed by the student as per clause 6.6.3.
- 6.4 Once the amount of the refund has been calculated as it applies to an individual or paying entity, the refund is paid to the nominated account within 10 business days.
- 6.5 **VET Student Loan Re-credit<sup>6</sup>**
- 6.6 **Special circumstances**
  - 6.6.1 are circumstances beyond the student's control that do not make their full impact on the student until on or after the census date for a unit of study in the relevant fee period; and make it impracticable for the student to complete the requirements for that unit of study;
  - 6.6.2 may arise from pre-existing conditions and refer to circumstances that first occurred before the census date that may satisfy the special circumstances requirement, which worsen after that date, or the full effect or magnitude does not become apparent until after that date;
  - 6.6.3 demonstrated after a census date; or after commencement in a course which does not have census dates:
    - (a) No refund will apply if 50% or more of the course and related assessments have been provided to the student.
    - (b) A 50% refund applies if 50% or less of the course has been provided to the student.
    - (c) A 100% refund applies if 20% or less of the course has been provided to the student
    - (d) If an organisation is the paying entity and has paid for one or more students, any refund requested will be applied as per the above.

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<sup>6</sup> Re-Crediting Policy and Procedure