

Withdrawal and Refund Policy

Policy Purpose

The purpose of this policy and its associated procedure is to outline the approach that VFA Learning will undertake to ensure that all students who are withdrawing their enrolment from a course. The Policy will provide a clear understanding of the eligibility criteria for a full or part refund of any fees and charges they have incurred and any debt payable to them to the Commonwealth via a VET Student Loan.

Policy Scope

This policy applies to all students enrolled in full or part qualifications. This policy does not cover International students; please see ***Withdrawal and Refund Policy – International Students***. All staff are to adhere to this policy and associated procedure. The Director of Compliance will provide guidance and advice to all staff on the policy.

Policy Statements

The following Policy statements are an overarching view of the process VFA Learning will undertake to ensure that they meet their obligations under State and Federal Legislation, Funding Body contracts and VET Regulatory Body requirements for withdrawals and refunds. A clear and concise procedure to guide staff on maintaining compliance in their daily RTO tasks supports the policy statements.

1. VFA Commitment

VFA commits to ensuring the following:

- Maintain a Tuition Assurance Scheme to protect student fees in the event of insolvency
- All students receive upfront, clear, concise information on fees and charges attached to their course of study
- Maintain a 5 day cooling off period from the date of enrolment into any of their courses
- Not allow transfer of course fees to another person in order to protect the integrity of the application and enrolment process
- Not charge a withdrawal, administration, fine or penalty to any student withdrawing from a VET Student Loan funded course
- That refunds are made available to students entitled to receive them
- That no barrier, either financial or administrative is placed in front of any student wishing to withdraw from any course
- Offer alternative arrangements acceptable to a student when a course has been cancelled or postponed by VFA
- Refund all course fees if VFA cancels or postpones a course commencement by more than 4 weeks
- Will offer reimbursement of remaining fees and charges where VFA cancel or withdraw a course
- Accept, via written correspondence **only**, a student's request to re-enrol into a previously withdrawn course or alternative course option.

2. Student initiated withdrawal

All Students, regardless of funding arrangements, who have made the decision to withdraw from their course, **must officially withdraw** by completing the ***Student Cancellation/Withdrawal Form***, available on our website under Student Forms and emailing the completed form to:

Attention – Stuart Foley
Email: stuart@vfalearning.vic.edu.au
Phone: 03 8578 1211

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Students under the age of 18 will require authorisation from their parent/guardian to withdraw or undertake a change of enrolment.

No verbal withdrawals will be accepted.

3. VFA Learning initiated withdrawal (Cancellation)

VFA Learning may cancel a student enrolment on the following instances:

- When a student demonstrates serious breach of the Student Code of Conduct
- When a student is in breach of the course progress policy
- When a student is continually, absent from scheduled course hours without reasonable explanation
- Non-payment of outstanding fees
- If a student does not submit an eCAF on or before the census date or is not approved for a VET student loan and does not voluntarily pay for the part of the course (e.g. unit) upfront VFA Learning can cancel or defer the students' enrolment.

When VFA Learning makes the decision to cancel a student's enrolment, regardless of funding arrangements, after a) all avenues of support are exhausted and b) all attempts have been made to contact the student they will:

- Inform the student concerned of a proposed cancellation via ***Intent to cancel Enrolment Letter***
- Provide the student with at least 28 days to initiate the Complaints and Appeals process before the cancellation takes final effect
- Provide for the cancellation to take effect only after the Complaints and Appeals process initiated by the student have been finalised
- Provide the circumstances in which fees for the course or the part of the course concerned will, or will not be refunded.

4. Employer initiated withdrawal

The employer of a student enrolled in an SBAT course are the ***only ones allowed*** to initiate withdrawal from a School based traineeship (SBAT). The employer will send a notice of withdrawal to VFA Learning informing them of the SBAT students' withdrawal.

5. Tuition Assurance

Should VFA learning cease to provide a course with enrolled students, they will:

- Notify students within 2 days that the course is no longer provided
- Meet with students and the Department (operator of the Tuition Assurance scheme) within 7 days
- Update the website as soon as practicable to reflect that the course is no longer available
- Provide the Tuition Assurance to enrolled students
- Communicate with the Department notice that these events have taken place
- Re-credit any VETSL Fee- Help debt as instructed

Attachment A– “The Statement of Tuition Assurance for exempt VET Student Loans (VSL) Providers” provides further information.

When internal or external students are enrolled into a replacement course with VFA Learning, we will grant course credits as applicable and not charge tuition fees for a replacement component of the replacement course.

6. VSL Student withdrawal

This section also applies to students enrolled in a VET Student Loan approved course but are paying the course fees through other means.

Withdrawal prior to Census Date

- An eligible student withdrawing from a unit of study on or before the census date will be refunded all applicable tuition fees paid up front. The Campus Manager may approve a refund of incidental fees paid.
- An eligible student who receives a Commonwealth student loan who withdraws from a unit of study on or before the census date will not incur a debt for the tuition fees for that unit.
- An eligible student who withdraws from a unit of study on or before the census date will be entitled to a recredit/refund of the tuition fees. Exceptions to this will be in circumstances covered by the Tuition Assurance

Withdrawal from a unit of study after the Census Date

- An eligible student who withdraws from a unit of study after the census date will be liable for the full debt for tuition fees for this unit of study.
- Once a unit of study has been graded, no refund will be given.
- A remittance of a Commonwealth student loan will only be given under special circumstances

7. Recrediting of a VSL Debt

A student may apply to have their FEE-HELP balance re-credited under Part 6, Division 2 of the VET Student Loans Act 2016 Section 68 – Special Circumstances or they may apply to the Secretary under Section 71 of the Act because:

- VFA, or a person acting on the VFA's behalf, engaged in unacceptable conduct in relation to the student's application for the VET student loan
- VFA has failed to comply with the Act or an instrument under the Act and the failure has adversely affected the student

Applications for re-crediting under section 71 of the Act must be made directly to the Secretary within 5 years after the census day for the course, or the part of the course, concerned, or within that period as extended by the Secretary.

In the event that VFA is unable to act, is dissolved or where the Secretary deems a failure to act unreasonable, the Secretary may re-credit a student's FEE-HELP balance in accordance with Section 89 of the VSL Rules.

8. Special Circumstances

Students who successfully complete their Unit/s of Study cannot apply for remission or recrediting of their fees. A student who receives a 'not yet competent' grade is considered not to have successfully completed. 'Special Circumstances' must satisfy all of the following criteria, that the circumstances:

- Were beyond a student's control;
- Did not make their full impact until on or after the Census Date of the VET Unit of Study; and
- Made it impracticable for a student to complete their VET Unit of Study requirements

To make a request for review of debt due to special circumstances, students must complete the ***Request for Review of VET Student Loans Debt Form*** available on the VFA website under Student Forms or request a copy in writing to the relevant Campus Manager. The application will be accepted and students will receive acknowledgement of its receipt if the form is returned:

- Within 12 months of the withdrawal date, or

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- If students have not actively withdrawn, within 12 months of the end of the period of study in which the unit was, or was to be undertaken

VFA's Director of Compliance will consider the information provided, including the special circumstances outlined, and return a decision to the student in writing within 14 days.

If a student is not satisfied with the decision, they are able to compile an appeal in writing outlining the reasons for dissatisfaction to the Managing Director VFA Learning, 78 Yarra Street, Geelong, VIC, 3220. This appeal must:

- Include the date of the original decision by the Director of Compliance
- Fully state the reasons for applying for the review
- Include any additional relevant evidence the student feels is appropriate
- This must be received by VFA Learning within 28 days of first receiving the decision

An acknowledgement of receipt of this appeal application will be provided to the student in writing within seven (7) days. This acknowledgement will inform the student that the review officer for the appeal is the Managing Director who is senior to the Director of Compliance.

9. Review of decision

The review officer will review the student's request and return a decision in writing, including reasons for the decision.

Students who are not satisfied with the reviews made by VFA Learning (Section 68) or the Secretary (Section 71) have a right to apply to the **Administrative Appeals Tribunal (AAT)** for a review of the original decision or the review officer's decision. The application must be lodged within 28 days of the review decision.

AAT Details

AAT Registry,
GPO Box 9955,
MELBOURNE VIC 3000

Full details of the application process and fees payable are available on the AAT Registry's website: www.aat.gov.au.

10. Self-funded Student withdrawal

If a student withdraws **before classes commence** or within 7 days post enrolment, they will be entitled to a full refund of all tuition and materials fees, providing any materials provided to are in a resalable condition that will allow another student to use them.

If a student withdraws any time after the 7 days but before four weeks from the course start date for any reason, they will receive a refund of tuition fees less a \$200 cancellation fee. Material fee refund will be dependent on the time elapsed, and materials already purchased/supplied/utilised at the time of your withdrawal.

If a student wishes to withdraw from their course after 14 days from the date they commence the course, they will be responsible for 100 % of their course fees

Students must complete the **Refund Request Form** and submit with the **Student Cancellation/Withdrawal Form** to the email address as described in section 2 on page 1 of this Policy document.

11. Payment Plan Refunds

If a student has deferred their payments by a Payment Plan and cancels within the 5-day cooling off period, the Payment Plan will be cancelled by the Careers Consultant at Geelong and authorised by the Campus Manager. The Direct Debit set up fee of \$12.00 is non-refundable.

If a student has applied for a student loan under “Study Loans”, they are required to get in contact with Study Loans to let them know of their withdrawal and follow Study Loans processes.

12. Communication

All students, regardless of funding arrangement will be sent a **Confirmation of Withdrawal Letter** within 30 days of the withdrawal finalisation.

The withdrawal letter outlines the following:

- Confirmation to the student of their withdrawal
- Information about any applicable refunds

For VSL Funded students this will also include:

- the date and time of the student’s withdrawal, the unit of study, part of a course or whole course from which the student withdrew and the where applicable the relevant census day
- Confirmation as to whether the student has incurred a debt for the unit, part of the course or whole course
- If applicable, noting that no debt may be incurred if the student has withdrawn prior to the census day
- Advice to the student regarding the special circumstances if applicable.

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RTO 22360 CRICOS 03612C

Related Policies and Procedures

- Equal and Fair Treatment Policy and Procedure
- Fees and Charges Policy and Procedure
- Complaints and Appeals Policy and Procedure
- Student Entry Policy

Responsible Officer

The responsible officer for the implementation of this Policy is the Managing Director

Publishing details

Document Name	Withdrawal and Refund Policy
Approved by	Managing Director
Date of Approval	28-04-2021
Student Experience Framework Stage	All Stages
Student Experience Framework Step	All Stages
Version	9.1
Summary of content (new) or amendments (revised)	New policy, all changes will be captured in the Continuous improvement and Version Control Registers 09-03-2022 09-03-2022 updated to better reflect Section 89 VSL Rules
Next Review Date	08-03-2023

Attachment A

Statement of Tuition Assurance for Exempt VET Student Loans (VSL) Providers

Introduction

1. Tuition assurance protects students in the event a course provided by an approved VSL provider ceases to be provided after it starts but before it is completed. Affected students are offered a replacement course with another provider and where this is not possible, the students' FEE HELP balance for the affected part of the course will be re-credited.
2. As an approved provider under the VET Student Loans Act 2016, Victorian Fitness Academy Pty Ltd ABN: 29 125 887 309 ACN 125 887 309 must be a party to an approved tuition assurance arrangement or have an approved exemption in place.
3. It is intended that, from 1 January 2018, Victorian Fitness Academy Pty Ltd will be exempted from the requirement to be a party to an approved tuition assurance arrangement. Instead, Victorian Fitness Academy Pty Ltd is required to comply with interim arrangements which ensure similar tuition assurance protection is provided to students.
4. This statement sets out the interim arrangements for tuition assurance that will apply from 1 January 2018 and Victorian Fitness Academy Pty Ltd obligations from that date.
5. If any changes occur to the proposed arrangements outlined below, a revised statement will be provided on Victorian Fitness Academy Pty Ltd website and advised to all students that have enrolled in the intervening period.

What happens if Victorian Fitness Academy Pty Ltd ceases to provide a course after it starts but before it is completed?

Information for affected students

6. Victorian Fitness Academy Pty Ltd will notify affected students in writing that an approved course is no longer provided within 2 business days after Victorian Fitness Academy Pty Ltd ceases to provide the course after it starts but before it is completed.
7. As soon as practicable Victorian Fitness Academy Pty Ltd will also update its website to reflect that the course is no longer being delivered and to give students information about the tuition assurance arrangements.

Replacement courses

8. The Commonwealth Department of Education and Training (the Department) (or a consultant engaged by the Department) will work with affected students to identify a replacement course and arrange for students to be placed with replacement providers.
9. Replacement courses must meet the following requirements:
 - the course must lead to the same or comparable qualification as the original course;
 - the mode of delivery of the replacement course must be the same as or, with the student's consent, similar to the mode of delivery for the original course;

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- the location of the replacement course must be reasonable, having regard to the costs of, and the time required for, a student's travel; and
 - the student will not incur additional fees that are unreasonable and will be able to attend the replacement course without unreasonable impacts on the student's prior commitments.
10. Affected students will be offered a replacement course and may seek a review about whether the course offered to them meets the requirements for replacement courses.
 11. A student who accepts the replacement course offered will not be required to pay the replacement provider for the replacement components of the replacement course. However, the fees payable for the remainder of the replacement course may be different from the fees payable for the original course.
 12. A student who accepts the replacement course offered will also receive course credits for parts of the original course successfully completed by the student, as evidenced by:
 - a copy of a statement of attainment or other Australian Qualifications Framework certification document issued by the course provider or an authorised issuing organisation in accordance with the Australian Qualifications Framework; or
 - a copy of an authenticated VET transcript issued by the Student Identifiers registrar.
 13. Each affected student will have a period of six (6) months in which to accept the replacement course offer. The Department may extend that period in circumstances that justify an extension.
 14. If an affected student enrolls in a course that is not a replacement course, the student may be required to pay additional tuition fees, and might not receive the course credits the student would have received if the student had enrolled in a replacement course.

Re-crediting of students' FEE-HELP balances

15. Where there is no suitable replacement course for a student, Victorian Fitness Academy Pty Ltd will re-credit the student's FEE-HELP balance for the affected parts of the original course. The amount re-credited will be equal to the amount of VET student loan used to pay tuition fees for the student for the course, or parts of the course.

Prepaid fees

16. For tuition fees paid up-front greater than \$1500, Victorian Fitness Academy Pty Ltd has in place their Fees and Charges Policy and Procedure that does not allow the up-front payment of fees greater than \$1500
17. For tuition fees paid up-front below \$1500, students should be aware that there is no formal protection in place and students will be responsible to seek a refund for these fees directly from Victorian Fitness Academy Pty Ltd, if Victorian Fitness Academy Pty Ltd fails to provide the agreed services. Victorian Fitness Academy Pty Ltd has in place Withdrawal and Refund Policy. If the provider is under external administration, this may require the student submitting a proof of debt with the external administrator.

Record keeping

18. It is suggested best practice for students to retain assessments, records of competencies or statements of attainment that they receive from their education provider.