


Withdrawal, Refund, Complaints and Appeals Policy for courses delivered through the open learning portal



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Implementation: Student Services Manager, Operations Manager
Maintenance Owner: Executive General Manager, Group Quality, Accreditation & Compliance

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Section 1 – Introduction

1. Purpose

This policy and associated procedures refers to the payment of fees, processing of withdrawals, refunds and penalties associated with overdue payments

2. Scope

- i) This Policy applies EXCLUSIVELY for students enrolled in online courses delivered by AIT (and its brands) or by iscd through the Open Learning portal, www.aitopen.online;
- ii) Academy of Information Technology Pty Ltd (also trading as Coder Academy, ISCD, and Work Ready Education) RTO: 90511, Registered Higher Education Provider PRV12005, CRICOS: 02155J (subsequently known as ‘AIT’);
- iii) All staff of AIT including employees and contractors involved with the Open Portal.

3. Definitions

Word/Term	Definition
Appeal	A student may appeal against any decision made by AIT by submitting a Request Review of Complaints Outcome Form, or an Assessment Appeal Form.
Assessment Appeal	An Assessment Appeal is an appeal against an assessment decision, made by submitting an Assessment Appeal Form.
Complaint	A grievance becomes a complaint when a student submits a Complaints Form to AIT.
Courses	All courses delivered through the Open Learning platform are subscription based. Students access to courseware and educator support is limited to the published hours and weeks
Extenuating Circumstances	Medical reasons If your medical condition occurred prior to your unit’s census date or after

	<p>your cooling-off period, your supporting documentation must certify a deterioration in your medical condition on or after census date which prevented you from completing the unit requirements. A medical certificate alone is not sufficient.</p> <p>You will need a letter from your medical practitioner stating:</p> <ul style="list-style-type: none"> • the date your medical condition began or changed; • how your condition affected your ability to study; and • when it became apparent that you could not continue with your studies. <p>You should inform your medical practitioner that their letter/statement will be sent to your education provider in support of your Fee Refund application and the education provider may contact them to clarify information provided. You should authorise your medical practitioner to release information to your education provider staff if contacted about your application.</p> <p>Family/personal reasons</p> <p>You will need a statement from a doctor or counsellor stating: the date your personal circumstances began or changed how your circumstances affected your ability to study, and when it became apparent that you could not continue with your studies.</p> <p>Employment-related reasons</p> <p>You will need a letter from your employer stating:</p> <ul style="list-style-type: none"> • your previous work hours and location; • your current work hours and location; • the reason for the changed hours and location; and <p>the date the changes took effect and when you were given notice of the change.</p>
Grievance	<p>A grievance exists when a student is not satisfied with the products or services provided by AIT and seeks redress.</p>
Obligation	<ul style="list-style-type: none"> • Students when enrolling acknowledge that they have read and understood the Terms & Conditions published on the following website: www.aitopen.online • Students agreeing to the Terms and Conditions and all related policies, acknowledge this does not remove their rights to take action under Australia’s consumer protection laws. If a dispute between a student and AIT or a representative of AIT, the student will bring the matter to the attention of AIT to provide the opportunity to have the matter resolved. • Students agree to advise AIT of any change of their address and/or contact details while enrolled in the course. • Students have read, understood and agree to the terms of this Withdrawals, Refunds, Complaints & Appeals Policy - published on the following website: www.aitopen.online • The obligations of all enrolled students under the age of 18 years of age reside with the parent/guardian who co-signed the enrolment contract and accepted responsibility for all terms and conditions and

	<p>associated obligations on behalf of the student.</p> <ul style="list-style-type: none">• AIT will maintain a student's enrolment while a complaint or appeal process is on-going. However, AIT reserves the right to suspend a student from attending class or visiting the AIT campus if that is considered necessary during this period.• Recommendations by the appropriate external agencies in relation to a grievance will be implemented by AIT within 14 days of written notification.• AIT will pay any refund that is due to a student within 30 days.
Regulators	AIT is regulated by the Australian Skills Quality Authority (ASQA) and the Tertiary Educations Quality and Standards Agency (TEQSA).

Section 2 –Policy

This policy refers to the online-specific operations of AIT in the Higher Education, Fee-for-Service Short courses, and Vocational Education and Training sectors.

This policy is informed by the requirements of:

- i. Competition and Consumer Act 2010
- ii. The Education Services for Overseas Students (ESOS) Act 2017
- iii. The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018
- iv. Higher Education Support Act 2003
- v. Tertiary Education Quality and Standards Act 2011
- vi. Privacy Act 1988
- vii. National Vocational Education and Training Regulator Act 2011
- viii. Higher Education Support Act (HESA) 2003.

A. Fees

Students are to pay all fees associated with their course (including GST if applicable).

B. Withdrawal and Refunds

For accredited courses:	For non-accredited courses:
<p>a. If a student elects to pay their course fees in full upfront and payment is not received in full within 10 days of the course commencement date, their enrolment may be cancelled.</p> <p>b. If a student’s payment plan is not paid up to date AIT may:</p> <ul style="list-style-type: none"> • Withhold materials for the course; and/or • Restrict or suspend course access; and/or • Withhold the grading of assessments: and/or • Cease or suspend any other obligation AIT has under this agreement: and/or • Withdraw the student from the course: and/or • Notify relevant third party credit agencies of the default. <p>c. A student has a provisional enrolment period of 10 days, from the date of signing the Application for Enrolment, to withdraw from the course.</p> <p>d. After the provisional enrolment period of 10 days, if a student has not provided all required information or have not either paid the course fee in full, or entered into a payment agreement, the enrolment will be cancelled.</p> <p>e. Any ‘non-refundable down payment’ paid at the time of enrolment is not</p>	<p>f. Students have a provisional enrolment period of 48 hours. This provisional enrolment period will allow AIT time to process payment and request any additional information if required. This period also allows students time to assess if the AIT short course meets their needs.</p> <p>g. After the provisional enrolment of 48 hours, if a student has not provided all required information relating to course enrolment including payment, AIT will cancel the enrolment.</p> <p>h. If a student cancels their course enrolment and it is less than 5 days before the course delivery date, or the student does not attend on the day of the course delivery, the student is not entitled to a refund of any course fees paid.</p> <p>i. If a student cancels their course enrolment and it is more than 5 days before the course delivery date, the student is eligible to receive a refund for all course fees paid.</p>



refundable under any circumstances.	
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AIT, at its discretion, may provide a full or partial refund where:

- a) The student is unable to continue the program or course due to extenuating illness and/or disability that is verified by a certified medical practitioner; or
- b) There are other extenuating circumstances that prevent the student from continuing the program (verifiable supporting evidence required).

Circumstances where an AIT will provide a full refund:

- f) If the college fails to provide the program or course which the student has enrolled. In these circumstances the refund will be paid within 10 business days;

Requesting a Refund

Refunds must be requested in writing by the student, using the appropriate Request Form, and submitted to the Student Services Team.

Issuing a Refund

Requests for refunds will be processed and written notice of the outcome given to the student.

Refunds may only be issued directly to the student in question, except for underage students. Regarding students under the age of 18, refunds may be paid to parent(s) or guardian(s) unless written consent is provided directing otherwise.

Applications for refunds must be made within 12 months of the withdrawal/ enrolment termination date.

If a refund amount is due, refunds are made in Australian dollars and are processed within 20 business days from the date that the written request was submitted by the student.

C. Cancellations

AIT reserves the right to cancel a student's enrolment in an approved course, or part of an approved course, at any time during the course.

A student's enrolment may be cancelled for the following circumstances:

- I. if a student submits fraudulent documents to gain admission;
- II. if a student fails to complete all steps in the enrolment process;
- III. if a student does not pay the required fees;
- IV. if a student behaves in a way that is a threat to their own health and safety and/or a threat to the health and safety of another student or staff member;
- V. if a student fails to respond to attempts to contact them;
- VI. if a student, who does not complete all course requirements within 5 weeks after the structured training is completed, without an approved extension.

The student will be informed of a proposed cancellation in writing. The student will have at least 28 days to initiate grievance procedures before the cancellation takes final effect. Only after the final effect of the grievance has been completed will the student's enrolment be cancelled. The student is not entitled to a refund should they be cancelled after the census day for the course, or part of the course. Refer to the Grievance, Complaints, Appeals Policy for more information.

D. Complaints & Appeals

All stakeholders are entitled to access an efficient mechanism to raise and settle grievances. AIT is committed to identifying and responding to any issue or grievance considering any aspect of its business operations. AIT has established a complaint a grievance resolution system to resolve:

- a. academic appeals and grievances relating to student progress, assessment, facilitators, plagiarism, course materials, curriculum or awards in a course of study;

- b. non-academic appeals and grievances relating to personal information held and any other administrative matters.

If a student has a grievance of a non-academic nature, generally, the first person to see about this grievance is Student Services. If the grievance cannot be resolved through speaking with the teacher or Student Services, the student should discuss it with the Student Services Manager.

If the grievance cannot be resolved through speaking with the Student Services Manager, the student may submit a Complaints Form and refer to the Grievance, Complaints, Appeals Policy for more information.

Section 3 Change History

Version	Approval date	Approved by	Change
V1.0	9/10/2017	Group Manager , Group Accreditation & Compliance	Original document
V2.0	16 March 2023	Executive General Manager, Group Quality, Accreditation & Compliance	Update name and format to new AIT template; Correct inconsistencies with NextEd policies.

