

Policy: VET Student Loans - Student Withdrawal Policy and Procedure

Objective: The purpose of this policy and procedure is to outline the requirements for withdrawal from a course with Australian Institute of Fitness Pty Ltd, where all or part of the fees for which the student/applicant may apply for a VET Student Loan (VSL).

This policy is in accordance with:

- VET Student Loans Act 2016
- VET Student Loans Rules 2016
- VET Student Loans (VSL Tuition Protection Levy) Act 2020
- VET Student Loans (Charges) Act 2016
- Higher Education Support Act 2003

Last updated: 26 March 2021

Definitions: AIF Australian Institute of Fitness Pty Ltd (Head Office | RTOID 121508)

The Provider Australian Institute of Fitness Pty Ltd (Head Office | RTOID 121508)

VSL VET Student Loans

Policy: AIF is an approved provider for the following course (“approved course”):

- HLT52015 Diploma of Remedial Massage

This policy and procedure relates to withdrawals from the above approved course or part of that approved course, as set out in this policy and procedure.

1. Withdrawal Before Census Date

1.1 Withdrawal before census day permitted

The following applies:

- A. A student may withdraw from their course or part of their course, at any point before 11:59pm AEST on the census day for the course or the part of the course from which they wish to withdraw.
- B. There is no financial, administrative or other barriers to such withdrawal.

1.2 Process for withdrawal before census day

Below is the procedure that must be followed to withdraw from an approved course or part of an approved course:

- A. The student, where possible must submit a [VSL Withdrawal Form](#) accessible via our website (fitness.edu.au) and submit prior to 11:59pm on the Census Day of the applicable Unit of Study.
- B. AIF may contact the student to discuss the request and may provide counselling pursuant to section 1.3 below if the student is open to it, but AIF will not block or hinder a student’s withdrawal if that is what they want to do.

- C. If after contacting the student, the student confirms that the withdrawal is to proceed, AIF will process the withdrawal request and provide within 5 business days a written confirmation to the student including:
- The date and time of the student's withdrawal;
 - The unit of study, part of the course or whole course from which the student has withdrawn;
 - The relevant census day;
 - Confirmation as to whether the student has incurred a debt for the course or part of the course from which they are withdrawing (noting that no debt may be incurred if the withdrawal is prior to the census day);
 - Advice to the student regarding special circumstances requirements if applicable to the student's circumstances; and
 - Information about the refund of any upfront payments.

1.3 Optional counselling

The following applies:

- A. AIF may offer optional counselling to students seeking to withdraw.
- B. Students may opt to receive such support, or not, at their discretion.
- C. AIF, in offering such support, shall not pressure a student to remain enrolled or to enrol in a different course.
- D. Counselling must occur in a timeframe that allows withdrawal before the census day if that is what the student chooses.

1.4 No fees

There shall be no charge of any of the following for a withdrawal before the census day:

- A. A withdrawal fee
- B. An administration fee
- C. A fine or penalty
- D. A fee determined to be a disincentive to withdrawing from a unit, part of a course or whole course
- E. Any portion of the tuition fees for the unit, part of the course or entire course from which the student is withdrawing.

1.5 Re-enrolling

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

1.6 Refund of tuition fees for withdrawal before census day

If a student withdraws from all or part of their course prior to the census day, they will not incur any tuition fees for the course or part thereof to which the census day applies including, without limitation:

- A. Any VET Student Loan covered fees;
- B. Any gap fees;
- C. Any upfront payment of tuition fees;
- D. Any gap fees or tuition fees paid through a loan from the provider (which is not the case in relation to AIF, which does not provide loans).

Where the VSL student has paid partial tuition fees to AIF, and the student withdraws before the census day, AIF must refund this amount to the student.

1.7 Requirements of AIF

If a student applies in writing for a withdrawal prior to the census day, AIF:

- A. Must process the withdrawal request and withdraw the enrolment before the end of the census day;
- B. Must not charge a fee (however described) for withdrawing the enrolment;
- C. Must not prevent the student from withdrawing the enrolment; and
- D. Must not unnecessarily inconvenience the student in relation to withdrawing the enrolment.

2. Application For Re-Credit After Census Day

Any application for a re-credit of a FEE-HELP balance made after the census day is subject to the Re-crediting FEE-HELP Balances Procedure.

3. Course Cancellation By AIF

3.1 Procedure relating to course cancellation by AIF

If AIF proposes to cancel a course or student's enrolment, AIF must:

- A. Inform the student concerned of the proposed cancellation;
- B. Provide the student with at least 28 days to initiate grievance procedures under the Grievance Procedure before the cancellation takes final effect;
- C. Provide for the cancellation to take final effect only after any grievance procedures initiated by the student have been completed; and
- D. Set out the circumstances in which fees for the course, or the part of the course, concerned, will or will not be refunded.
- E. Ensure AIF website is updated immediately, in accordance with VSL Rules 2016

3.2 Grievance procedures

Grievance procedures are set out in the Grievance Procedure (External), downloadable from our website at www.fitness.edu.au.

Compliance:

As far as this policy imposes any obligations on AIF, those obligations are not contractual and do not give rise to any contractual rights. To the extent that this policy describes benefits and entitlements for Team Members they are discretionary in nature and are also not intended to be contractual. The terms and conditions of employment that are intended to be contractual are outlined in a Team Member's Employment Agreement

AIF may unilaterally introduce, vary, remove or replace this policy at any time in accordance with VSL Legislation, Act and Rules.

Team Member's who fail to comply with this policy may face disciplinary action and, depending on the severity or in the case of repeated non-adherence with the policy whether intentional or otherwise, this may include termination of employment

Where Team Members witness significant departures from the principles of this Policy by others, they are obligated to report it immediately to their Manager, HR, or an iExec Team Member. Failure to do so constitutes a breach of this Policy & the AIF Code of Conduct.

Associated documentation:

- VET Student Loans Act 2016
- VET Student Loans Rules 2016
- VET Student Loans (VSL Tuition Protection Levy) Act 2020
- VET Student Loans (Charges) Act 2016
- VET Student Loans Manual for Providers
- Higher Education Support Act 2003
- VSL Re-crediting FEE-HELP Balances Procedure
- Grievance Procedure (External)
- Grievance Policy
- VET Student Loans Handbook

Supersedes: Not Applicable**Original Author:** Nouri Groom - Head of Finance: 19 March 2021**Authorised by:** Amber Davies - Head of Administration: 24 March 2021
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