

## **Policy and Procedure:** **Variation to Enrolment**

### **Objective:**

The Australian Institute of Fitness (AIF) acknowledges that there are times whereby students cannot engage in their studies nor do not wish to continue their studies. AIF is committed to providing quality customer services, however it provides students with the ability to withdraw from a course with as little inconvenience to the student as possible.

### **Effective Date:**

**30 June 2021**

### **Definitions:**

An appeal is where a student wishes to express dissatisfaction with a particular assessment result and/or another adverse RTO decision impacting the student, such as non-eligibility to enrol.

An appellant is the student who is dissatisfied with a particular assessment result and has lodged a request for a review using AIF's Complaints and Appeals Handling procedure.

ASQA means the Australian Skills Quality Authority.

RTO means Registered Training Organisation, commonly known as a Training Provider or Provider and has the meaning given as defined in the NVR Act 2011.

VET means vocational education and training.

#### **VET Student Loan (VSL) Common Definitions:**

Approved courses are courses delivered only by an approved course provider that has been approved to offer that particular approved course.

CAN means the Commonwealth Assistance Notice which is issued after the Census date and includes information about the Student's enrolment, any HELP debt incurred or Student contribution amounts paid to date and any loan fee incurred.

Census Day is the day the student incurs financial liability for the unit of study. Students may cancel their enrolment by the census day without incurring tuition fees (or a HELP or VET Student Loans debt) for the course or the part of the course.

CHESSN is the Student ID issued as part of the Student's Commonwealth Assessment Notice (CAN).

Covered fees are the amount of the course tuition fees to be covered by a VET Student Loan and is set out on the Student's VET Student Loans Statement of Covered Fees.

Course loan cap means the total amount of loan an eligible student may access for a particular course.

Fee periods are the tuition fees for the course which are proportionately distributed across at least three sequential fee periods. Each fee period contains at least one Census Day. Therefore, there are at least three census days/three units over the course.

Gap fees are the difference between the covered fees and the total tuition fee for a course.

Genuine student is one that has been determined by the RTO as having demonstrated they are reasonably engaged in the course and have completed the student progression requirements.

HELP loan limit is the maximum amount a person can borrow over their lifetime for VET Student Loans, VET FEE HELP, FEE-HELP, and HECS-HELP. (Note, only HECS-HELP incurred after 1 January 2020 counts towards the HELP loan limit). The HELP loan limit is indexed annually on 1 January.

HELP balance is a person's HELP limit minus any VET Student Loans, VET FEE HELP, FEE HELP and HECS-HELP loans they have used.

Provider fee limit is the maximum dollar amount for VET Student Loans that can be paid to an approved course provider for a particular period of time and/or for a particular approved course(s).

Tuition fees are the total fees for the course (including the covered fees plus any gap fee).

Unit of study may comprise a group of units of competency or one unit of study may equal one unit of competency. Rules apply to providers in respect of units of study, such as determining census days, publishing fees, issuing notices, reporting fees and completions, and withdrawal and penalty provisions.

VSL tuition protection levy is a risk-based annual levy, payable by leviable providers, to fund tuition protection arrangements for the VSL program.

## **Policy:**

This Policy and Procedure outlines how AIF defines the various circumstances where a student opts to withdraw from their studies, for a short period of time (deferral) or permanently (withdrawal). It also outlines how, when required, AIF opts to remove a student from study (suspension) or permanently (discontinuation/cancellation of enrolment) and its action should a course not commence as scheduled.

## **Responsibilities and Accountabilities:**

This version of the policy and procedure and any amendments to related documents, have been authorised by AIF's Chief Executive Officer (CEO). The Head of Compliance & Training, as delegated by the CEO, is responsible for ensuring this policy and procedure is implemented at all times across AIF and ensuring that all staff and any volunteers are fully trained in its operation.

AIF's Compliance Manager is also responsible for ensuring this policy and procedure and related documents are maintained and up to date through at least an annual, as well as through any ongoing quality activities including audits and feedback.

In accordance with the AIF Code of Conduct, any breach of this policy is dealt with seriously and may result in disciplinary action including termination of employment, depending on the severity of the breach.

Where Team Members consider that significant departures from the principles of this policy have occurred, they are obligated to report it immediately to their Line Manager or iExec Team Member. Failure to do so constitutes a breach of this policy & AIF Code of Conduct.

## **Procedure:**

AIF does not put in place any unreasonable financial or administrative barriers for any student wishing to defer or withdraw from their course.

Where a Student is seeking to withdraw, the designated Student's Coach will attempt to organise to meet with the Student in the most convenient mode for the Student, to discuss the Student's circumstances and to explore alternative options, which may include a deferral or the provision of additional support. A record of the meeting and outcomes are recorded in aXcelerate against the Student file. In addition, notes are lodged in the Student's Support and Training Plan where support is agreed to (refer to AIF's Student Support and Progression Policy and Procedure). Where the Student has decided not to meet, a record is also made in aXcelerate including the time and date of the initial Student contact.

Where a Student withdraws or their enrolment is discontinued by AIF, a Statement of Attainment will be issued for all units of competency achieved only where the student has been deemed as Competent by the assessing Coach and subject to a USI provided.

### **Student Initiated**

#### *Applying for a Variation*

All students must complete and submit a Variation to Enrolment Application Form at least 15 working days prior to the proposed date of variation. There are two Forms based on the Student's circumstances:

- Variation to Enrolment (Withdrawal and Transfer) Application Form
- Variation to Enrolment (Deferral) Application Form.

Both Forms are submitted in the first instance to: [payments@fitness.edu.au](mailto:payments@fitness.edu.au) by the Student.

### *Deferral Application Fee*

A variation to enrolment will incur an administration fee of \$300 for any deferral application.

Additional fees may be incurred if a Student requests a change in modality (ie. Online to On-Campus) and the new course requires additional resources than the currently enrolled Program.

The fee must be paid and a completed Variation to Enrolment (Deferral) Application Form received by AIF before the request is considered. Partial and incomplete forms and where payment of the administrative fee has yet to be received, are not considered and are returned to the student.

### *Approval of a Student Initiated Deferral*

The decision to grant a variation is determined by the Support team, with one variation permitted once during the lifetime of an enrolment.

Confirmation of the enrolment variation is communicated in writing within 10 working days of AIF receiving the complete Application Form and the administrative fee.

### *Deferring an Enrolment*

The following AIF conditions apply for a Student deferring an enrolment:

- Provided the enrolment variation does not take the projected end date beyond the expiration of the current Training Package for the qualification in which a student is enrolled, the enrolment may be deferred for a maximum of 6 months
  - ie. a student must recommence within 6 months of the original scheduled end-date of the Program into which they were originally enrolled. If 6 months has elapsed and the student does not recommence, the enrolment will be cancelled and the student will be subject to both new course fees (which may have changed from the original fees) plus a further eligibility and suitability assessment, should they wish to re-enrol
- Tuition fees being paid under a payment plan authority will be paused and the Student advised of the next date of fee collection, based on their agreed date of return
- Moving to another class/group is subject to availability of places within that class/group
- For Online and Blended enrolments, Students will recommence in their new class/group from the beginning of their last Learning Block
- On-Campus Students will recommence from the next session following the last one they attended.

### *AIF-initiated Deferral*

Where AIF believes that it is in the best interest of the Student to defer for a period of time, AIF will initiate a deferral and will complete and submit the Enrolment (Deferral) Application Form on behalf of the Student. This decision is made by the Student's Coach, in liaison with the relevant Training Team Leader.

Deferrals up to 6 months from the original scheduled end-date of the Program into which the Student was originally enrolled may be put into place.

In this instance, the Student will receive written notification of the commencement date of deferral, issued by AIF's Support team, with detail of the circumstances in which this decision was made.

In the event where a Student has breached AIF's Code of Conduct, as outlined in AIF's Academic Misconduct policy and procedure, a deferral may form the period of suspension.

#### *Withdrawing from an Enrolment*

A complete Variation to Enrolment (Withdrawal and Transfer) Application Form including the relevant withdrawal sections must be received by AIF before the request is considered. Partial and incomplete forms are not considered and are returned to the Student.

No administration fee is charged for applying to withdraw from an enrolled Program.

The following AIF conditions apply for a Student withdrawing an enrolment:

- Withdrawing from a program will result in the student's enrolment being cancelled by AIF
- By withdrawing, the student will not be able to recommence their training and assessment without re-enrolling and paying any applicable program fees
- Before withdrawing, AIF always encourages the student to contact their Career Guru to discuss their specific situation, as well as review their Conditions of Enrolment Agreement and AIF's Refund policy and procedure. These are available on AIF's website: [www.fitness.edu.au](http://www.fitness.edu.au).

#### *Approval of a Student Initiated Withdrawal*

The decision to grant a withdrawal is determined by AIF's Head of Finance or delegate, however regional General Managers will assess any extenuating circumstances and have delegation to approve these (refer below to Extenuating Circumstance).

Confirmation of the enrolment variation is communicated in writing within 10 working days of AIF receiving the complete Application Form.

#### *Extenuating Circumstances*

Where a Student is seeking to withdraw due to extenuating circumstances, the regional General Manager will consider the application based on the following factors, defined as extenuating circumstances by AIF:

- Beyond the Student's control and/or
- Make it impracticable for the Student to complete the requirements for the course, or part of the course, during the Student's enrolment.

As part of the decision making, the General Manager will consider whether the Student could:

- Do enough private study, or attend training sessions and other activities, or engage online, to meet course requirements
- Complete any required assessable work, or demonstrate competencies required
- Complete any other requirements arising from the student's inability to do the above.

AIF defines circumstances which make it impracticable for the person to complete the requirements for their course as, but not limited to, the following:

- Medical circumstances – eg. where a person's medical condition has changed to such an extent that he or she is unable to continue studying
- Family or personal circumstances – eg. death or severe medical problems within a family, or unforeseen family financial difficulties which affect the student to such an extent that it is unreasonable to expect a person to continue studies, or
- The student's employment related circumstances – eg. where a person's employment status or arrangements have changed so the person is unable to continue their studies and this change is beyond the person's control.

This decision of assessing the extenuating circumstances together with the decision outcome, rests with the regional General Managers and is determined on a case by case situation at the regional General Managers' discretion.

In all instances, AIF will provide its decision in writing to the Student as soon as practical and confirm the date of withdrawal, where approved. Students will also be advised of AIF's Refunds Policy and Procedure as well as Complaints and Appeals Policy and Procedure.

#### *Transferring an Enrolment*

A variation to enrolment will incur an administration fee of \$300 for any transfer application.

Additional fees may be incurred if a Student requests a change in modality (ie. Online to On-Campus) and the new course requires additional resources than the currently enrolled Program.

The fee must be paid and a completed Variation to Enrolment (Withdrawal and Transfer) Application Form received by AIF before the request is considered. Partial and incomplete forms and where payment of the administrative fee has yet to be received, are not considered and are returned to the Student.

The following AIF conditions apply for a Student transferring an enrolment:

- Enrolments transferred between campuses are only available for identical qualifications
- Where the transfer is between campuses in different Regions:
  - transfers are executed at the campus where the initial enrolment took place

- the \$300 administrative fee is paid to the originating region
- The Student must remain within their financial arrangement and the transfer is at the discretion of the receiving campus' General Manager
- Transferring to another campus is subject to availability of places at that campus.

### **AIF-Initiated Deferral or Cancellation of Enrolment**

#### *Deferring an Enrolment*

AIF will defer a Student's commencement in the following instance:

- When a course is not offered at the scheduled commencement date, however the Student is notified and the new date must be agreed to should it be one month past the initially scheduled date of commencement, or a refund will apply (refer to Refunds policy and procedure).

The student will be offered the opportunity to transfer to an alternative course, where appropriate and the Student meets all eligibility and suitability requirements.

AIF will extend a Student's course duration in the following instance:

- When a student has not fully completed their required course work. In this instance, the Training Team Leader will offer up to a further one month's extension, with intensive support. A further extension may be considered however only in exceptional circumstances and only by AIF's General Manager - Training, upon notification in writing.

#### *Withdrawing an Enrolment*

AIF will suspend a student enrolment in the following instances:

- when a student is deemed to be in breach of the Code of Conduct through demonstrating inappropriate in and out of training and work behaviour/s as determined by the Training Team Leader and or student's Coach, in line with AIF's Academic Misconduct policy and procedure. An investigation will commence, coordinated by AIF's Compliance Manager, which usually takes 7 days to complete and the Student will be advised of the outcome and impact on their enrolment as soon as practical after the decision has been made and always in writing.

AIF will cancel a Student enrolment in the following instances:

- When a Student is deemed to be in breach of the Code of Conduct through demonstrating serious and/or repetitive inappropriate behaviour/s as determined by the Training Team Leader and or student's Coach, in line with AIF's Academic Misconduct policy and procedure
- Where a Student continues to be late or absent from their studies, including on-line participation, without any appropriate justification
- When a Student is deemed as not making satisfactory course progress and fails to comply with their study requirements such as the agreed

Course Outline/Training Plan, assessment requirements and/or the agreed Individual Learning Plan and after completion of the one month course extension, in line with AIF's Progression and Student Support policy and procedure.

### **Ceasing to Offer a Qualification – Enrolled Students**

In instances where AIF ceases to offer a qualification, it will ensure that all impacted and enrolled students receive Statements of Attainments for all completed Units of Competency (where deemed as Competent) and be offered to be supported to credit transfer into a replacement course with an alternative training provider.

### **Termination as an RTO**

In the event AIF cannot complete the training and/or assessment once the student has commenced study, it will support its enrolled students to enrol with an alternative training provider and negotiate fees and charges so that the student is not disadvantaged in any way.

In the event that AIF terminates as an RTO, it is aware of its obligation to return any pre-paid fees to the student in line with its Refunds policy and procedure, together with its data provision obligations with ASQA as outlined with its Student Record Management policy and procedure. The Student will not be liable for any other fees in this instance.

### **Student Right to Appeal**

All students have the right to dispute any AIF initiated decision. This must be actioned within 10 days of the date of AIF's decision and only accepted through the appeal submitted in writing in line with AIF's Complaints and Appeals policy and procedure.

Should an appeal be lodged, the AIF initiated withdrawal or suspension/deferral of the student's enrolment will not take effect until the internal appeals process is completed, unless the student's health or wellbeing or the wellbeing of others, is likely to be at risk.

## **Smart and Skilled Program Additional Requirements:**

AIF acts on any variation to enrolment for Smart and Skilled Students in accordance with the government issued Fee Administration Policy.

Where a student withdraws from training after the cut-off date, AIF issues:

- A statement of fees that includes all fees applied and any fees refunded, if applicable.

### **Reporting Withdrawn Students**

In all cases of Student withdrawal, AIF's Support team will submit Training Activity Data to finalise the record and, if eligible, receive any further (including the reporting Code TNC).



**VET Support Loan  
Program  
Additional  
Requirements:**

**Application to Withdraw**

In addition to the application requirements for all Students (as specified above in this Policy and Procedure), where AIF organises to discuss options with a Student for their consideration, the discussion is always organised within a timeframe that allows the Student to withdraw on or before the Census date if the Student still so chooses.

**Notification of Approved Withdrawal from Studies**

All approved withdrawing Students receive a written Confirmation of Withdrawal Notice, which confirms their withdrawal and whether the student has incurred a debt for the unit for part or the whole course (noting that no debt is incurred if the Student withdraws prior to the Census day). The notification also includes 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 relevant Census day. Dependant on the timing of the approved withdrawal, the Student will receive one of the following Notices:

- Confirmation of Withdrawal - Before Census Notice
- Confirmation of Withdrawal - After Census Notice.

In the event of a Student withdrawing after the Census day:

- The Student is not eligible for a refund of any prepaid tuition fees, unless they have been approved under AIF's Extenuating Circumstances policy (refer Extenuating Circumstances section above) and/or
- The Student will incur the VET Student Loan debt for that Unit of Study.

The administrative process for handling withdrawals is found in the AIF VSL Support Team How to Guide.

**Approved Student Deferral**

The Support team updates the Student's status in aXcelerate to deferred and issues a VSL Progression Form for the Student's completion.

AIF's Support team organises for a government issued eCAF Progression Form to be forwarded and completed by the Student to indicate they have deferred their studies.

Upon resumption of studies, the student meets with the Training Team Leader or Coach to discuss their training plan and timetable. The Student is issued another eCAF Progression Form to complete and submit to indicate resumption of studies and loan access.

The administrative process for handling deferrals is found in the AIF VSL Support Team How to Guide.

**Fees Incurred**

No penalty applies for withdrawing enrolment on or before Census day. Where a Student withdraws their enrolment in an approved course on or before the Census day, they do not incur a VSL debt for the course or part of the course, to which the Census day applies, including:

- VET Student Loans covered fees

- Any gap fees
- Upfront payment of tuition fees
- Gap fees or tuition fees paid through a loan from AIF.

Where the Student has paid tuition fees upfront or through a loan from AIF, AIF will refund this amount to the Student.

The withdrawal is then reported to the department via HEIMS (Higher Education Information Management System) as soon as practicable by the Support team.

Note: The Administration Officer submits student liability data for all census days that occurred in each month by the 7th of the following month.

### **Re-Crediting of HELP Balance**

A Student may seek re-crediting of their HELP balances by applying to AIF, on behalf of the departmental Secretary, in the following scenarios:

1. AIF, or a person acting on the provider's behalf, engaged in unacceptable conduct in relation to the student's application for the VET Student Loan and the Student presents evidence of this occurrence
2. AIF has failed to comply with the Act or an instrument under the Act and this failure has adversely affected the Student and the Student presents evidence of this occurrence
3. The Student has presented special or extenuating (as labelled by AIF) circumstances (refer Extenuating Circumstances section above).

Any application for re-crediting against these scenarios must be made for:

- *Scenarios 1-2:* 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. The Student is required to forward an email in the first instance to [studentvetloans@fitness.edu.au](mailto:studentvetloans@fitness.edu.au) and include any supporting documentation or evidence.
- *Scenario 3:* within 12 months\* after the Census day for the course, or the part of the course, concerned, or within any period extended by AIF, such as an approved deferral period (\*unless AIF is satisfied that the Student could not have prepared the application within the time frame because of extenuating circumstances). The Student is required to complete and submit a Request to Re-Credit HELP Balance Form to [studentvetloans@fitness.edu.au](mailto:studentvetloans@fitness.edu.au) and include any supporting documentation or evidence. Only Students who have not completed the course may apply for a re-credit for units of study where the 'Extenuating Circumstances' criteria apply. Students are ineligible to apply for re-credit if they have successfully completed the course.

AIF's CEO nominates a Review Officer to consider the Request to Re-Credit and follows the procedure outlined in the Complaints and Appeals Policy and Procedure.

In addition, the Secretary may act in place of a provider and re-credit a Student's HELP balance for special circumstances. The Secretary may exercise this discretion:

- Should AIF be unable to do so or is being wound up or
- Should AIF has been dissolved or
- Where AIF has unreasonably failed to act or
- Where the person has been subject to 'unacceptable conduct'\* or
- If the Secretary is satisfied of one or more of the following:
  - the student is not an eligible student
  - the student is not a genuine student
  - the student does not have a tax file number
  - the student does not have a student identifier (that is a USI within the meaning of the Student Identifiers Act 2014).
- Where AIF has failed to comply with the Act (including the Rules, other instruments made under the Act and the HESA and any instrument made under the HESA to the extent they relate to the Act), and the failure has adversely affected the student
- Where the Student has not completed the requirements for the course, or the part of the course, because AIF defaulted in relation to the Student and the Tuition Protection Director is satisfied there is no suitable replacement course for the Student.

\*Unacceptable conduct is where:

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

Unacceptable conduct is defined as:

- unconscionable conduct (whether or not a particular individual is identified as having been disadvantaged by the conduct)
- misleading or deceptive conduct
- the making of a representation with respect to any future matter, such as the doing of, or the refusing to do, any act, if the maker of the representation does not have reasonable grounds for making the representation
- Advertising tuition fees for the course where there are reasonable grounds for believing AIF will not be able to provide the course for those fees
- Use of physical force, or harassment or coercion, in connection with the application or enrolment in the course.

### **Re-Enrolment into an Approved Course**

If a student withdraws from an approved course, or a part of an approved course, AIF will never, after the withdrawal, re-enrol the Student without the written permission of the Student.

### **AIF Initiated Cancellation**

AIF reserves the right to cancel a Student's enrolment in an approved course, or part of an approved course as outlined above for all Students. This includes upon

expiration of course enrolment (i.e. when the nominal end date for the enrolled course has lapsed and despite AIF's best efforts, the Student is non-contactable.

Where AIF initiates a cancellation after the Census date, it:

- Informs the student concerned of the proposed cancellation through a written Cancellation of Enrolment (AIF initiated) Notice
- Provides the student with at least 28 days to initiate grievance procedures before the cancellation takes final effect
- Provides for the cancellation to take final effect only after any grievance procedures initiated by the student have been completed
- Sets out the circumstances in which fees for the course, or the part of the course, concerned will, or will not be, refunded.

The Cancellation of Course Enrolment (AIF-initiated) template is customised and sent to the Student via their nominated email contact. A copy of the email receipt is stored in aXcelerate against the Student's file.

#### **Record of Variation to Enrolment**

All variations are tracked on the AIF VSL Tracking Sheet by the Support Team for each Student with data entered into aXcelerate against the Student file.

#### **Publication:**

This policy and procedure is available in summary form within the Student Handbook and AIF Team Member Handbooks. It is referenced for inbound students as part of their application and enrolment procedure. It is also made available on AIF's website: [www.fitness.edu.au](http://www.fitness.edu.au)

#### **Related documents:**

Terms and Conditions Sheet  
Enrolment Agreement  
Variation to Enrolment Application (Withdrawal and Transfer) Form  
Variation to Enrolment Application (Deferral) Form  
Online Enrolment Form/s  
Student Handbook  
Team Member Handbook  
Complaints and Appeals Form  
Terms and Conditions Sheet (VSL only)  
Confirmation of Withdrawal - Before Census Notice (VSL only)  
Confirmation of Withdrawal - After Census Notice (VSL only)  
Cancellation of Enrolment (AIF initiated) Notice (VSL only)  
Request to Re-Credit HELP Balance Form (VSL only)  
Support Team How to Guide (VSL only)

#### **Associated Policies and Procedures:**

Application and Enrolment policy and procedure  
Fees and Charges policy and procedure  
Student Support and Progression policy and procedure  
Complaints and Appeals policy and procedure  
Student Record Management policy and procedure  
Refunds policy and procedure  
Academic Misconduct policy and procedure

**Amendments:**

<b>Version</b>	<b>Date</b>	<b>Descriptor</b>
2	24 June 2021	All existing procedural business rules now amalgamated into this one policy and procedure.

**Authorised by:**

**Title:** Head of Compliance and Training

**Date Authorised:** 24 June 2021