

Policy and Procedure

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SECTION 1 – INTRODUCTION

CONTEXT

The International School of Colour and Design (**iscd**) is committed to a fair and equitable approach in resolving complaints, grievances and appeals relating to any aspects of its services and operations.

PURPOSE

The aim of this policy is to ensure that students and staff are informed of **iscd's** policies and processes relating to course refunds and course withdrawals for students paying on a fee for service model.

SCOPE

This policy applies to all students as well as all staff involved directly or indirectly with administering requests for course withdrawals, refunds, course extensions and/or deferral requests.

SECTION 2 – POLICY

PRINCIPLES

This policy is guided by the principles of access, equity, fairness and timeliness.

iscd is committed to:

- Ensuring students who request to withdraw from a course and/or request refunds are not discriminated against or unfairly disadvantaged.
- Considering course withdrawal and refund requests in a consistent, transparent, objective and unbiased manner.
- Making all details of the procedures publicly available.
- Providing students with access to the policy pre-enrolment and advising them to read it prior to the commencement of a course.
- Specifying reasonable timelines for responses and reimbursement of monies at each stage of the process and monitoring of these timelines.
- Providing reasons and full explanation in writing for decisions and actions taken as part of the procedures.
- Keeping appropriate records of withdrawal and refund requests, including brief written outcome, within student files and allow students access to their records.
- Ensuring that such records are treated as confidential.
- Reviewing this Policy and associated processes regularly.

WITHDRAWALS POLICY

1. At any time following enrolment in a course, and prior to the designated course end date, students may withdraw from a course by providing notice in writing to the Student Services team at designhub@iscd.edu.au.
2. All requests for withdrawal must be provided to **iscd** in writing.
3. Any student who withdraws from a course may remain liable to pay the full course tuition fees, or any applicable withdrawal fee subject to the Refund policy.
4. Students who withdraw from a course prior to completing the qualification will be given recognition for any units satisfactorily completed up to the date of withdrawal, provided all fees due up until this date have been paid in full.
5. The enrolment is provisional for a maximum of ten (10) days. This allows **iscd** time to verify admissions documentation and request any additional information. If after ten (10) days the student has not provided all required information and has not either paid the course fee in full, or entered into a payment agreement, the enrolment will be cancelled.
6. Where a student is able to provide evidence of special circumstances impacting upon their continuing enrolment, these will be considered as part of a student's withdrawal request.
7. Special circumstances must be applied for in writing and are subject to approval by **iscd's** Student Services Manager, or delegate.
8. Any 'non-refundable down payment' or 'non-refundable deposit' paid by a student at the time of enrolment is not refundable under any circumstances.
9. Any learning resources (such as the art kit) used or part used is non-refundable.

COURSE EXTENSION, DEFERRAL AND TRANSFER POLICY (Online students)

Course Extensions and Deferrals:

1. Extensions and deferrals are not available to online students. The online course is structured such that a student may vary their study load to reflect varying influences and commitments without impact upon course duration. The course duration is calculated to allow for variable workloads and is a greater duration than the on-campus course for this reason.
2. Where a student believes that special circumstances apply they may at any time following enrolment in a course, and prior to the designated course end date, request a course extension or deferral by providing notice in writing to the Student Services team at designhub@iscd.edu.au
3. A student requesting special consideration will not be permitted to defer their course for greater than a total of 3 months.
4. Special circumstances must be applied for in writing including supporting documentation, and are subject to approval by **iscd's** Student Services Manager, or delegate.
5. While a deferral allows for an extension to the study block or course end date (in the case of deferral a pause in study), all financial obligations continue in accordance with the original payment plan entered into by the student.
6. In the event of an increase in course fees, students who defer will be required to pay the difference upon recommencing their studies.
7. Where special circumstances result in approval of a deferment, it is the responsibility of the student to make contact with **iscd's** Student Services team a minimum of two (2) weeks prior to term the agreed recommencement date confirming their recommencement of studies in accordance with the date agreed.
8. If a student fails to recommence studies following a deferment and in line with the student's recommencement date, the student will be responsible for any loss of fees in line with the Refund policy and will be cancelled from the course.
9. As courses are continually upgraded some course content may alter throughout a student's enrolment. In the event of a change in course structure/content, every effort will be made to assist in the recommencement of studies. Any course changes will be confirmed at the time the student confirms their return to study, along with any additional tuition or material fees.

Course Transfers:

10. Students can request in writing a transfer between classes, courses or study modes at the end of a subject/block or term.
11. Transfer requests must be made in writing to **iscd's** Student Services team.
12. Transfers are subject to approval and availability. A non-refundable transfer fee of \$100 will be charged.
13. Any increases in course fees or learning materials will be at the student's own cost and expense. The student will be required to pay the difference upon approval of transfer.

COURSE EXTENSION, DEFERRAL AND TRANSFER FEES POLICY

1. A non-refundable transfer fee of \$100 will be charged for students transferring between classes, courses or study modes at the end of or prior to the start of a course, subject, block or term.
2. A student may be considered to receive a waiving of maximum duration if they meet 'Special Consideration' requirements. The student must apply in writing for special consideration and is subject to approval by **iscd**.
3. Fees are subject to change without notice.

SECTION 3 – REFUND POLICY

1. All requests for refunds must be made in writing to the **iscd** Student Services team.

- a) **Refunds payable for withdrawals prior to expiration of the provisional enrolment period.**

If a student withdraws from a course on or before the last day of the provisional enrolment period (i.e. on or before the tenth (10th) day from enrolment), the student will be entitled to a refund of the fees paid to date, less the non-refundable down payment/deposit and any used or part used art kit cost paid at the time of enrolment.

- b) **If the student withdraws from the course after the provisional enrolment period has passed there is no refund payable to any down payments, deposits, learning resources and in some cases course fees.**

- c) **If a student wishes to withdraw from their course:**

- Prior to course commencement – all course fees including any unused learning resources will be provided to the student less any non-refundable component.
- Once the course has commenced – all course fees including any used/part used learning resources is non-refundable.
- Prior to course commencement of term/block and prior to the end of the second week of term/block commencement, all course fees for that term/block including any unused learning resources will be refunded to the student.
- Once the course term/block has commenced and after the end of the second week of that term/block commencement – all course fees including any used/part used learning resources is non-refundable.

- d) **If a student wishes to withdraw from any iscd workshop or short course:**

- Prior to workshop or course commencement the **iscd's** terms and conditions apply as listed on the **iscd** website at iscd.edu.au or as per the terms and conditions shown on the event technology platform at time of enrolment and booking.
- Any student who cancels or withdraws from a workshop or short course may remain liable to pay the full workshop/course fees, or withdrawal fee subject to the Terms and Conditions listed on the **iscd** website (iscd.edu.au) or the event technology platform when enrolling.
- On the day or after course commencement the workshop or course is non-refundable.

2. A student may be considered to receive a refund if they meet special consideration requirements. The student must apply in writing for special consideration.

Course learning resources: where a student has passed the provisional enrolment period and elects to withdraw from the course the following will apply:

- Any unused course inclusive learning resources (such as starter kits) are non-refundable.

3. Refunds payable where a student withdraws from a course following a serious act of misconduct.

- Any refund of any course fees or learning resources paid is at **iscd's** discretion.

4. Special Consideration

- Students applying for special consideration must submit a written request for special consideration to **iscd's** Student Services team, including all relevant supporting documentation.
- Deferrals fees apply as per the Course Extension, Deferral and Transfer Fees policy.
- In the event special consideration is granted against a non-refundable course or course component, **iscd** may approve a refund or part refund less a withdrawal fee of \$500.
- All information and supporting documentation provided should demonstrate that the circumstances are continuing and serious and will materially affect the student's ability to continue with the course.
- Guidelines on supporting documentation required will depend on a number of factors including the period of time hardship assistance is required for and the type of arrangement that may be offered.
- Typically, the information and documentations that are required include, but are not limited to the following:

REASON	EVIDENCE REQUIRED
Medical Condition	Medical Certificate, and as applicable; Counsellor/ Psychologists Evaluation; Insurance Claims
Centrelink Payment Reduction or Cancellation	Centrelink notification of payment reduction or cancellation
Natural Disaster	Provide details
Unforeseen Medical Expenses (own/ immediate family member)	Provide details; and Copies of medical bills and receipts
Criminal conviction leading to incarceration	Police Report; or Court or Legal documents

Students are advised to ensure that all supporting documentation provided clearly displays the following information:

- Student's first and last name**

- **Date of supporting evidence provided**

Possible outcomes from requests for Special Consideration

If a special consideration application is received and **iscd** considers that there are grounds for granting special consideration to the student, the student may be provided with either:

- A full refund.
- A full refund less the withdrawal fee of \$500.
- A pro rata refund of the Course Fees (taking into account the portion of the course that has been completed and the costs associated with the provision of learning materials and or withdrawal and administration fees).
- A course deferral (maximum of three (3) months).
- Additional support services.
- A deferred payment arrangement for a period of time (maximum of three (3) months).

5. Refunds payable for units / courses that **iscd** can no longer provide.

Should **iscd** be unable to provide all units of study to meet the student's course completion schedule, course fees paid on any unavailable unit/s will be refunded, and a Statement of Attainment will be issued for satisfactorily completed units.

In the event that **iscd** cancels a full qualification / course for any reason, students enrolled at the time **iscd** announces the cancellation will be entitled to a refund. This will not incur any administrative charges or penalties and refunds will be paid within twenty-eight (28) days of the day on which the training ceased being provided.

SECTION 4 – PROCEDURE

Students must submit their formal withdrawal, deferral, extension, transfer or special consideration for refund request in writing via email to the Student Services team at: designhub@iscd.edu.au

It is essential that the student includes:

- a detailed explanation of why they are requesting to withdraw from, suspend, defer or extend their course and/or request a refund; and
 - any documentary evidence to support this request e.g. medical certificate, legal documents etc.
- The Student Services Manager or delegate will evaluate the:
 - date that the student's written notification was submitted;
 - content of the information supplied by the student within their written notification, including any attached evidence;

- c) any relevant information contained within the student record (such as the course commencement date which is required in order to calculate the number of days from this date that the written notification was submitted by the student); and
 - d) content of this policy and any other relevant information to enable the Student Services Manager or delegate to make an informed, reliable and fair decision.
2. The Student Services Manager or delegate will further investigate the matter by consulting with the Education team to determine whether or not there are any extenuating circumstances that need to be considered.
 3. The Student Services Manager or delegate may contact the student if any part of the matter requires further clarification.
 4. The Student Services Manager or delegate will endeavour to make a decision in line with this policy no later than ten (10) days from the date the original student written notification was received. Following the decision Student Services will provide formal written notification to the student of the outcome and update the student record in the Student Management System (SMS).
 5. If a request for withdrawal is approved the Student Services team will process the withdrawal within five (5) business days.
 6. Where a refund of course tuition fees is to be paid to the student this will be processed within twenty-eight (28) days of confirmation being sent to the student.
 7. Where outstanding fees are payable by the student, the Student Services Manager or delegate will arrange for a final invoice to be raised by Accounts and issued to the student. No Statements of Attainment / Testamur / Document will be issued for course units already completed, until all outstanding payments are made.
 8. The Student Services Manager or delegate will update the student record within the SMS with all relevant information and attach any final summary reports of the outcome, which can be accessed by the student upon request by emailing: designhub@iscd.edu.au.

SECTION 5 – REFERENCE AND SUPPORTING INFORMATION

DEFINITIONS

WORD/TERM	DEFINITION
Course Commencement Date	The date that is agreed between iscd and the student to be the first date for online course access of a particular student enrolment or the first day of the course class on campus.
Enrolment	Enrolment commences from the date that an application is approved and any application fees have been paid.

Provisional Enrolment period	An enrolment is provisional for ten (10) days from commencement, allowing iscd time to request additional requirements and for the student to access their course terms and policy and to ensure that the course meets their requirements.
Special Circumstances	<p>Special circumstances are events beyond the students control that impact upon their ability to maintain continuity of enrolment, and may not be addressed through online study.</p> <p>Examples may include extended periods of hospitalisation for conditions not present at time of enrolment, secondment overseas by government agencies including the armed forces</p>
Down Payment	A non-refundable payment or non-refundable deposit is paid by the student at time of enrolment; deducted from the total course fees payable. Where a student fails to meet the entry criteria preventing them from commencing the course this fee is non-refundable.
FFS	Fee For Service.
Upfront Payment	Upfront payment is for students who wish to pay the full course fee at the point of enrolment.
3 months 1 month	<p>A 3 month duration is based on a 12 weeks period.</p> <p>A 1 month duration is based on a 4 week period.</p>
Payment Plan	A payment plan is provided to the student by a third party where they have selected this as a payment option within the Application for Enrolment.

SUPPORTING DOCUMENTATION

Document name	Document type	Location
Enrolment Policy & Procedure	Policy document	iscd website
Terms and Conditions	Policy document	iscd website

SECTION 6 – GOVERNANCE

CHANGE HISTORY			
Version	Approval Date	Approved by	Change
Version 1.1	01/03/2017	GM, iscd	New policy and procedure
	27 /03 /2018	Compliance Manager	Review/approval by new Compliance Manager
Version 1.2	29/03/2018	GM, iscd	Updates to formatting of policy and procedure
	27/03 /2018	Compliance Manager	Review/approval by new Compliance Manager
Version 1.3	23/10/2018	GM, T&D	Changes to definitions, terms, processes to reflect the removal of extension as an option
	23/10/2018	Gp A&C Manager	
Version 1.4	26/11/2020	GM,	Changes to remove course codes and on campus component