

Withdrawal, Refund, Complaints and Appeals Policy

for courses delivered through the open learning portal

Academy of Information Technology Pty Ltd ABN 53 094 133 641

and

International School of Colour & Design Pty Ltd ABN 59 123 040 111

www.aitopen.online

Name:	Withdrawal, Refund, Complaints and Appeals Policy for courses delivered through the open learning portal
Document Version:	V1.1
Approved by:	Group Accreditation & Compliance Manager
Date Approved:	12/06/2019
Approved by:	General Manager, Technology and Design Division
Date Approved:	21/06/2019
Implementation Owner:	Student Services Manager
Maintenance Owner:	Group Accreditation & Compliance Manager
Review Date:	11/06/2020

This policy and associated procedures apply EXCLUSIVELY to students enrolled in online courses delivered by AIT (and its brands) or by iscd through the Open Learning portal, www.aitopen.online

The Academy of Information Technology (AIT) (RTO 90511, PRV12005, CRICOS 02155J) and its brands (Coder Academy and The Left Bank) is an accredited education provider in both VET and Higher Education. It is government loan scheme approved. The International School of Colour and Design (**iscd**) (RTO code 91439) is a Registered Training Organisation (RTO). Both AIT and iscd specialise in providing training to individuals seeking nationally recognised qualifications and industry recognised courses.

AIT is regulated by the Australian Skills Quality Authority (ASQA) and the Tertiary Educations Quality and Standards Agency (TEQSA).

iscd is regulated by the Australian Skills Quality Authority (ASQA).

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. (refer to the course description on the platform for more details).

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 associated obligations on behalf of the student.

Online accredited qualifications, accredited short courses & non-accredited short courses

A. Withdrawals & Refunds

1. I agree to pay all fees associated with my course.
2. For **accredited courses only**:
 - a. If I elect to pay my course fees in full upfront and payment is not received in full within **10 days** of the course commencement date I understand my enrolment may be cancelled.
 - b. I understand that if my payment plan is not paid up to date either **AIT** or **iscd** may:
 1. Withhold materials for the course; and/or
 2. Restrict or suspend course access; and/or
 3. Withhold the grading of assessments: and/or
 4. Cease or suspend any other obligation either **AIT** or **iscd** has under this agreement: and/or
 5. Withdraw me from the course: and/or
 6. Notify relevant third party credit agencies of the default.
 - c. I understand, I have a provisional enrolment period of **10 days**, from the date of signing the Application for Enrolment, to withdraw from the course.

- d. I understand that after the provisional enrolment period of **10 days**, if I have 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.
 - e. Any 'non-refundable down payment' paid at the time of enrolment is not refundable under any circumstances.
3. For **non-accredited courses only**:
- a. I agree to pay all fees associated with my course plus GST, if applicable.
 - b. I understand that I have a provisional enrolment period of 48 hours. This provisional enrolment period will allow either **AIT** or **iscd** time to process payment and request any additional information if required, and for me to assess if the **AIT** or **iscd** short course meets my needs.
 - 1. I agree that after the provisional enrolment of 48 hours, if I have not provided all required information relating to course enrolment including payment, either **AIT** or **iscd** will cancel my enrolment.
 - c. I agree that if I cancel my course enrolment and it is less than **5 days** before the course delivery date, or I do not attend on the day of the course delivery I am not entitled to a refund of any course fees paid.
 - d. I agree that if I cancel my course enrolment and it is more than **5 days** before the course delivery date, I am eligible to receive a refund for any course fees paid.
4. Applicable to **all courses**:
- a. **AIT** or **iscd** will pay any refund that is due to me within 30 days.

B. 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 to AIT as follows:

- a. A complaint can be lodged in writing by using the Complaints Form. A student can lodge their complaint at the student services office. A record of the complaint will be kept on file.
- b. A student will have the opportunity to formally present their case at no cost. Either party to the complaint may be accompanied and assisted by a support person at any relevant meeting (such as a family member, friend, counsellor or other professional support person, other than a lawyer) (.).
- c. AIT management will investigate and respond to all complaints or appeals lodged by a student. The process will commence within 10 working days of the formal lodgement of the complaint or appeal and supporting information, and all reasonable measures will be taken to finalise the process in the shortest possible time.
- d. The student will be notified of the outcome on their JIVI message area (secure), including details of the reasons for the outcome. If the process results in a decision in favour of the student, AIT will immediately implement the decision and advise the student of the actions taken.
- e. Students who are not satisfied with the outcome of their complaint or appeal may wish to refer to an external agency, e.g. Students must instigate any external appeal process within 28 days of the outcome of the outcome of their initial appeal.
 - a. The Anti-Discrimination Board (9268 5555)
 - b. The Department of Fair Trading (13 3220) - Further information may be obtained from the Department's website: www.fairtrading.nsw.gov.au, or
 - c. An independent mediator which will be selected using the Australian Mediation Register at www.amr.asn.au; and
 - d. where the independent mediator is unable to mediate a satisfactory outcome for all parties, the Community Justice Centre can be contacted via 1800 990 777.

Recommendations by the appropriate external agencies in relation to a grievance will be implemented within 14 days of written notification.

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.

The AIT grievances, complaints and appeals procedures do not limit the rights of students to take action under Australia's consumer protection laws.

C. General

1. I agree to advise either **AIT** or **iscd** of any change of my address and/or contact details while I am enrolled in my course.
 - a. Both **AIT and iscd** maintain a Privacy Policy which can be viewed on the website: www.aitopen.online
 - b. I confirm that the terms and conditions for the short course have been made available to me prior to enrolling.
 - c. I acknowledge that I have read and understood the Terms & Conditions published on the following website: www.aitopen.online
 - d. I understand that by agreeing to the Terms and Conditions and all related policies, this does not remove my right to take action under Australia's consumer protection laws.
 - e. I hereby acknowledge that I have read, understood and agree to the terms of this Withdrawals, Refunds, Complaints & Appeals Policy published on the following website: www.aitopen.online
 - f. I agree that in the event of a dispute between myself and either **AIT** or **iscd** or a representative of either **AIT** or **iscd**, I will bring the matter to the attention of either **AIT** or **iscd** to provide the opportunity to have the matter resolved. This may be done by calling Student Services on +61283553820.

Definitions

Grievance	A grievance exists when a student is not satisfied with the products or services provided by AIT.
Complaint	A grievance becomes a complaint when a student submits a Complaints Form to AIT.
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.

CHANGE HISTORY			
Version	Approval Date	Approved by	Change
Version 1.0	12/06/2019	GM, T&D	New policy
	12/06/2019	Group Accreditation & Compliance Manager	