

# Enrolment Amendment Policy

## Purpose

The purpose of this policy is for RED MAKO LEARNING PTY LTD to define the policies relating to Deferral, Withdrawal and Course Cancellation for students in accordance with Standards for RTO's 2015 and meet any additional requirements from government funding agreements and relevant legislation.

A student may withdraw their course enrolment by completing the Enrolment Amendment Form from [RED MAKO's policies, fees, and forms webpage](#) and submitting this to [studentsupport@redmako.com.au](mailto:studentsupport@redmako.com.au)

A student's enrolment may be cancelled by either RED MAKO LEARNING PTY LTD or by DESBT as outlined in this policy.

A student is not entitled to a refund of any kind upon cancelling their course. Please see the [Refund Policy from RED MAKO's Learning policies, fees, and forms webpage](#) for further detail.

All students are treated fairly and with integrity when processing withdrawal from or cancellation of a course enrolment and when applying for a period of deferment.

At any stage of this procedure students are able to access the [complaints and appeals policy from the webpage](#).

## Deferment

RED MAKO LEARNING PTY LTD recognises that on occasion, students may require a break in their studies. Reasons may include but are not limited to:

- holidays
- a new job
- moving to a new house
- The length of the deferment will depend on individual needs.
- Students can apply for a maximum of 8 weeks deferment over the duration of their study.
- During a deferment RED MAKO LEARNING PTY LTD will not contact you or provide any training or assessment services.
- Resuming studies is automatic and occurs on the working day following the last date for the deferment.

## Application for Deferment

Students must apply for deferment in writing and submitting it to [studentsupport@redmako.com.au](mailto:studentsupport@redmako.com.au)

1. A deferment application must be made at least 2 weeks prior to the commencement of the period of deferment
2. No fees apply to applications for deferment. However, in the event that a student has deferred and is unable to complete their training and assessment within the course timeframe, they may

choose to apply for an extension which incurs application fees. See the “Extension of Study Duration Policy” for further detail from through [RED MAKO’s policies, fees, and forms webpage](#).

3. Written applications must detail all of the following:
  - The reason for a deferment
  - The length of the required deferment and last date of deferment
  - A plan/timetable demonstrating how the remaining units will be completed within the remaining course duration

### **Awarding an extension**

4. Deferments will generally be granted to students requesting them
5. A maximum of eight (8) weeks deferment per course is permitted
6. A deferment of studies does not increase the course duration or provide the student with an extension. Students requiring additional training and study time must apply for an extension as per the Extension of Study Duration policy accessible through [Red Mako’s policies, fees, and forms webpage](#).
7. Once granted the student is to become inactive until the day after the deferred period ends
8. Students will be notified in writing of the outcome of the application for deferment within 7 working days of the receipt date of the application to RED MAKO LEARNING PTY LTD

### **Rejecting applications for a deferment**

Student’s whose applications for a deferment are not successful are to be advised in writing within seven (7) days of receipt of the application stating the reason the application has been rejected. Requests for deferment are granted unless the student has deferred more than a total of eight (8) weeks over the duration of a given course.

Any amendment to enrollment outside of these specific policy requirements can be applied at the discretion of the RED MAKO LEARNING PTY LTD Training Manager

### **Withdrawal**

RED MAKO LEARNING PTY LTD understands that withdrawal may be requested by the student at any time and for a range of reasons.

- Enrolment may be withdrawn at any time by following the procedure under [Applications For Withdrawal Or Cancellation](#).
- RED MAKO LEARNING PTY LTD will Conduct an interview with the student regarding withdrawal from program or course/s
- RED MAKO LEARNING PTY LTD will obtain feedback from student as to the reasons for withdrawal and refer the student to services offered by external parties if necessary.
- RED MAKO LEARNING PTY LTD staff will ensure students are aware of the alternatives to withdrawal, the support services available, as well as the correct process to follow if withdrawal is necessary.

Completion of the withdrawal process does not initiate a refund. Where a student believes a refund is owed, information may be obtained by accessing the [Refund Policy](#) and making an application as instructed.

## Cancellation

Redmako Learning's Staff will protect the rights of the Student in the event that the RTO is unable to provide the training and assessment services the Student enrolled in. This policy covers the obligation for the RTO to provide a guarantee to the Student to deliver the training and assessment services for which they are enrolled.

Cancellation of training may occur due to insufficient Student enrollments, trainer unavailability (such as illness) or in the event of closure of RED MAKO LEARNING PTY LTD.

### Obligations and responsibilities

- Prior to commencement—should Redmako Learning cancel training before it commences, Students will be offered alternate dates (if the training is being rescheduled). If the training is not rescheduled or the dates offered do not suit the Students, all fees paid by Students will be refunded in full within ten (10) working days of the training being cancelled.
- For training that has commenced—In the unlikely event that Redmako Learning is unable to deliver the training the Student will be offered the option to enroll with another RTO and Redmako Learning will assist in both finding a suitable RTO and in the transition to the new RTO. A Statement of Attainment will be issued for all units successfully completed with Redmako Learning and any fees paid in advance owing to the Student for training and assessment services not yet provided, will be refunded to the Student within ten (10) working days of the training being cancelled by Redmako Learning.

## Procedures

### Prior to commencement:

1. The Training Manager will review the number of enrolments in a course and if the minimum number of enrolments is not achieved by the cut-off date the Training Manger will make the decision to cancel the course.
2. The Training Manager in consultation with the CEO is to determine if another course is to be scheduled, suitable dates and confirm availability of resources and required facilities.
3. In the event of the course being cancelled prior to commencement by Redmako Learning the Administration staff are to contact the Students enrolled as soon as possible, within a minimum of two (2) days of the decision being made. Administration are to advise Students of alternative dates and record the Student's intention to attend if the alternate dates are acceptable.

4. In the event that alternative dates are not to be offered or the dates offered do not suit the Student, the Administration staff are to advise the Student that any fees paid in advance will be refunded within ten (10) working days.
5. In the event that no fees have been paid the Administrator is to cancel the enrolment and advise Finance to cancel any invoices raised against the Student's enrolment.
6. In the event that the Student has paid fees in advance all fees are to be refunded and recorded in the refund register.
7. Finance are to process the refund to the Student within ten (10) working days. A copy of the payment is to be stored electronically in the Student's file.
8. The above procedure is to be followed for any course cancellation prior to commencement for any reason not only insufficient enrolments, such as Trainer illness.

### **Once Training has commenced**

1. In the event that Redmako Learning are unable to deliver the training a Student has enrolled for temporary reasons such as Trainer illness the Training Manager will determine alternative dates for the training to continue.
2. Administration staff will contact all Students affected as soon as possible, within two (2) working days of the decision being made. Administration are to contact Students and advise them of alternative dates offered and record the Student's intention to attend if the alternative dates are acceptable. Administration are to advise the Student that they will be issued a Statement of Attainment for any units successfully completed and that they will be eligible for a refund of any fees which have been paid in advance and not yet expended by the Student.
3. In the event that alternative dates are not to be offered or the dates do not suit the Student and they choose not to continue, Administration is to notify both the Training Manager and Finance.
4. The Training Manager is to review the files of all Students deciding not to proceed, close the file and arrange the issuance of the Statement of Attainment.
5. Administration staff are to work closely with the Student/s to assist them in finding an alternative RTO in which to continue their training.
6. Finance are to calculate if a refund is payable and the amount payable. The refund is to be issued within 10 working days of the course being cancelled. All refunds are to be recorded in the refund register.
7. In the event that the RTO is closing and the procedures 2 to 6 are to be followed with the exception of offering Students alternate dates.
8. In the event of closure, all records of qualifications and statements of attainment issued must be forwarded to ASQA. This information is to be forwarded to ASQA by the Training Manager within five (5) working days of the RTOs closure.

9. In the event of closure of the RTO it is essential that the Significant Changes and Changes of Ownership Policy and Procedure is followed.

### User Choice Funding

Enrolment in a qualification delivered under USER CHOICE funding may be cancelled when the parties mutually agree, or in certain circumstances may be cancelled by the Department of Education, Small Business and Training (DESBT).

- When the parties to a Training Contract agree to cancel, a Cancellation Form is completed, signed, and forwarded to the Department of Employment, Small Business and Training.
- A party to the Training Contract may withdraw their consent to the agreement to cancel the Training Contract.
- This notification must be in writing and received by the Department of Employment, Small Business and Training within seven (7) days after the original application was received.

In some circumstances, parties may wish to consider a transfer or suspension of the Training Contract as an alternative to cancellation.

The Department of Employment, Small Business and Training may propose to cancel a registered Training Contract if advised of the following:

- The employer has ceased business
- The employer has ceased operating the business in which the apprentice or trainee was employed;
- There has been a substantial change to a party's circumstances, affecting the party's capacity to perform their obligations under the Training Contract
- The employer has moved the business to a place where it is impractical or unreasonable for the apprentice or trainee to travel
- The Training Contract contains false or misleading information
- The employer has been declared a prohibited employer
- The employer is failing, or has failed, to comply with their obligations
- The employment of the apprentice or trainee has ceased
- The apprentice or trainee is a school student and the school has withdrawn their support for the student's participation in training
- The Training Contract was registered in error

Students enrolled in all other courses provided by RED MAKO LEARNING PTY LTD including Full Fee Courses or those subsidized under VET INVEST may have their enrolment cancelled at the discretion of RED MAKO LEARNING PTY LTD. Reasons may include, but are not limited to:

- Continued Non-negotiated absence
- Continued failure to progress
- Breach of Expectations of Students as outlined in the [Student Handbook](#)

- Students will be contacted through written correspondence to ascertain whether they wish to withdraw or determine the reason for their absences, failure to progress or breaches of Expectations.
- As outlined in the Student Handbook, RED MAKO LEARNING PTY LTD Students are expected to maintain acceptable academic progress including managing their time appropriately so that assessments can be submitted by the due date.
- Students who are experiencing difficulty in doing this should consult with their trainer to develop a workplan.
- Students experiencing extreme difficulty should refer to the deferment (Enrolment Amendment Policy) and Course Duration Extension policies\_policies from [Redmako's policies, fees, and forms webpage](#).
- After all support steps have been exhausted and/or should the issue persist or If a student has not responded by the advised date or the student indicates they wish to withdraw from the complete program or individual course/s, RED MAKO LEARNING PTY LTD may at its discretion withdraw the student from the course.
- RED MAKO LEARNING PTY LTD will commence the withdrawal or cancellation process.
- The student will be notified in writing that their enrolment has been cancelled without refund.

At any stage of this procedure students are able to access the complaints and appeals policy from the [policies, fees, and forms webpage](#).

## Applications for Withdrawal

Application for a Withdrawal in accordance with this Policy must be made in writing on the [Enrolment Amendment Form](#) available from the [RED MAKO LEARNING PTY LTD WEBSITE](#) or requested from [studentsupport@redmako.com.au](mailto:studentsupport@redmako.com.au)

- An application must be made as soon as the intention to withdraw from a course is made clear
- Fees may be charged for withdrawal
- Written applications must detail all of the following:
  - The date of the withdrawal
  - The reason for withdrawal
- Students will be notified in writing of the outcome of the application for withdrawal within 7 working days of the receipt date of the application to RED MAKO LEARNING PTY LTD
- Withdrawal does not automatically result in a refund. If you feel a refund may be owed, please refer to the separate [Refund Policy](#) and complete and submit a separate [Request For Refund Form](#)

## Relevant Legislation:

- **Work Health and Safety Act 2011**

The Work Health and Safety Act 2011 provides a framework for managing health and safety risks in Australian workplaces. The objective of the Act is to prevent fatalities, injuries and illness caused by a workplace, by workplace activities or by a specified high-risk plant - this is achieved

by preventing or minimising exposure to risk. All organisations must comply with this Act, regardless of the types of services and/or products they provide or sell. For more information visit: <https://www.legislation.gov.au/Details/C2018C00293>

- **Industrial Relations Act 1988**

The principal objective of the Industrial Relations Act 1988 is the provision of a framework for industrial relations that supports economic prosperity and social justice. For more information visit: <https://www.legislation.gov.au/Details/C2004C00497>

- **Privacy Act 1988**

The Privacy Act 1988 makes provisions to protect the privacy of individuals, and for related purposes. It should be noted, however, that the Federal Privacy Act does not regulate state or territory agencies (except for the ACT). For information on privacy regulations in other states and territories, visit: <https://www.legislation.gov.au/Details/C2019C00025>

- **Copyright Act 1968**

The Copyright Act 1968 is an Act relating to Copyright and the protection of certain performances, and for other purposes. For more information regarding the Copyright Act 1968, go to <https://www.legislation.gov.au/Details/C2019C00042>

- **National Vocational Education and Training Regulator Act 2011**

This Act was introduced in 2011 to establish a consistent registration and accreditation framework for Vocational Education and Training, by applying nationally agreed standards. For more information visit: <https://www.legislation.gov.au/Details/C2017C00245>

- **Equal Opportunity Queensland Anti-Discrimination Act 1991**

The objective of Equal Opportunity legislation is to encourage the identification and elimination of discrimination, sexual harassment and victimisation and their causes, and to promote and facilitate the progressive realisation of equality. For more information go to: <https://www.legislation.qld.gov.au/view/pdf/2017-06-05/act-1991-085>

- **Australian Consumer Law (ACL) 2011**

Australian Consumer Law (ACL) 2011 aims to provide an equitable, competitive, informed and safe market place. It makes provisions in respect to certain unfair or undesirable trade practices and aims at regulating the supply of goods and services. For more information visit: <http://www.consumerlaw.gov.au/resources-and-guides>

- **Competition and Consumer Act (CCA) 2010**

The object of the Competition and Consumer Act (CCA) 2010 is to enhance the welfare of Australians through the promotion of competition and fair trading, and through a provision for consumer protection. For more information visit: <https://www.legislation.gov.au/Details/C2011C00003>

## Related standards

*Standards for Registered Training Organisations (RTOs) 2015* – Clauses 1.7,2.1, 4.1, 5.1,5.2, 5.3,5.4,6, 7.3, 8.5,8.6

## Supporting Documents

Redmako Learning documentation, accessible through the [policies, fees, and forms page](#), which supports the implementation of this policy includes:

- Enrolment Amendment Form

- Refund Policy

- Refund Request Form

- Fees and Charges Policy

- Significant Changes and Changes of Ownership Policy and Procedure

- Student Handbook

## Version controller

Date	Notes	Version number
01/03/2019	Updated the document to reflect current practice	V.2.0
23/06/2022	Updated the document to reflect current practice and added version controller	V.3.0