



**Driver Academy**  
AUSTRALIA

RTO 46350

# Deferment, Suspension and Cancellation Procedures

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## Version Control

Item	Summary of update	Version	Review date
1	New comprehensive Policy and Procedures document created.	V1.0	02/03/2026
2			

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# Copyright

## Copyright, Intellectual Property, Professional Lien and Moral Rights

### 1. Ownership of Intellectual Property

All intellectual property rights, including copyright and any other proprietary or statutory rights, in all documents, materials, works, deliverables, methodologies, templates, frameworks, training and assessment materials, reports, data, and other content created, authored, developed, or supplied by AIS (the *Works*), whether in draft or final form, remain the sole and exclusive property of AIS, unless expressly agreed otherwise in writing. No right, title, or interest in the Works is transferred to the Client except as expressly set out in the Client Services Agreement and this copyright notice.

### 2. Entity-Specific Use and Non-Transferability

Any licence or right granted under this Agreement to use the Works is granted solely to the specific legal entity identified as the Client in the Client Services Agreement.

The licence:

- is personal to that entity; and
- must not be assigned, transferred, sublicensed, novated, shared, or otherwise made available to any other entity, including (without limitation) related bodies corporate, partners, shareholders, directors, officers, contractors, affiliates, successors, stakeholders, joint venture participants, or any other third party, whether now or at any time in the future, without the prior written consent of AIS, which may be granted or withheld in AIS's absolute discretion.

Any unauthorised transfer, sharing, or use of the Works by another entity constitutes a material breach of the Client Services Agreement and an infringement of AIS's intellectual property rights.

### 3. Professional Lien

AIS retains a professional lien over all Works created or supplied under the Client Services Agreement and this copyright notice.

Notwithstanding any other provision of the Client Services Agreement:

- AIS is not required to release, licence, assign, or provide final or editable versions of any Works; and
- the Client acquires no right to use, reproduce, publish, distribute, or rely upon the Works, until all outstanding invoices, fees, disbursements, and any accrued interest owing to AIS have been paid in full.

This lien survives termination or expiry of the Agreement.

### 4. Limited Licence (If Applicable)

Subject to full payment of all amounts owing, AIS may grant the Client a non-exclusive, non-transferable, non-sublicensable, revocable licence to use the Works solely for the purpose expressly agreed in writing and only for the benefit of the Client entity named in the Client Services Agreement.

Any use outside that agreed purpose or by any other entity constitutes an infringement of AIS's intellectual property rights.

### 5. Moral Rights and Integrity of Works

AIS does not waive and expressly reserves all moral rights (as defined in the *Copyright Amendment (Moral Rights) Act 2000 (Cth)*) in respect of all Works created by AIS under the Client Services Agreement and this copyright notice.

Without limiting the foregoing, the Client must not, without the prior written consent of AIS (which may be granted or withheld in AIS's absolute discretion):

- a) fail to attribute AIS as the author of the Works, or falsely attribute the Works to another person;
- b) amend, adapt, edit, alter, distort, crop, reformat, translate, excerpt, or otherwise modify the Works; or
- c) (c) do, or omit to do, any act in relation to the Works that would, or may reasonably be expected to, be prejudicial to AIS's honour, professional reputation, or standing.

### 6. Conditions on Consent

Where AIS provides consent under this notice, such consent may be subject to **reasonable conditions**, including but not limited to:

- mandatory attribution wording;
- quality control and audit requirements;
- version control and approval processes;
- restrictions on context, audience, format, or medium of use; and
- immediate withdrawal of consent if conditions are breached.

### 7. No Implied Consent

Nothing in this Agreement, any Client Services Contract, Statement of Work, or related document operates as a consent by AIS to any act or omission that would infringe AIS's moral rights or intellectual property rights, except to the extent expressly agreed in writing by AIS.

### 8. Survival

This clause survives termination or expiry of any Agreement and continues in full force and effect.

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## Purpose

This policy ensures that learners understand when they can defer, suspend, or cancel enrolment, as well as the circumstances under which Driver Academy Australia (The Academy) can initiate these actions, including granting a leave of absence during the course through formal agreement in certain limited circumstances.

## Definitions

- **Deferral** refers to a delay or postponement of enrolment by the learner.
- **Suspension** refers to temporary halt of studies, with an intention to resume later.
- **Cancellation** refers to the termination of enrolment, with removal from the learner register.
- **Compassionate or Compelling Circumstances** refers to situations beyond learner control affecting course progress (e.g., illness, bereavement).
- **Code of Conduct** refers guidelines outlined in the Learner Handbook for learner behaviour, with consequences for violations.
- **Compliance Standards** refers to the Compliance Standards for National Vocational Education and Training Regulator (NVR) Registered Training Organisations (RTOs) Instrument 2025.
- **Outcome Standards** refers to the Outcome Standards for National Vocational Education and Training Regulator (NVR) Registered Training Organisations (RTOs) Instrument 2025.

## Scope

This policy applies to all prospective candidates and enrolled learners and staff of The Academy and addresses the requirements related to deferral, suspension and cancellation of enrolment.

## Responsibilities

- Chief Executive Officer / Training Manager
- RTO Manager
- Trainers and Assessors
- Student Liaison team

## Alignment

### Outcome Standards for National Vocational Education and Training Regulator (NVR) Registered Training Organisations (RTOs) Instrument 2025\*

*\*Please note: the information below, including number formatting, while inconsistent, is a direct reflection of the regulatory instruments and number formatting as endorsed by the regulator ASQA.*

#### **Outcome Standards:**

#### **Standard 2.1**

VET students have access to clear and accurate information concerning the organisation, the relevant training product, and students are made aware of any changes that may affect them.

Performance indicators:

An RTO demonstrates:

- a. all information provided to VET students by the organisation or any third parties is clear, accurate and current;
- b. how it identifies which information VET students require prior to their enrolment and how that information is communicated to VET students prior to their enrolment;
- c. the following information is easily accessible to VET students:
  - i. the training product code and title, duration, modes of delivery, training delivery, location, training commencement dates, scheduling, any requirements to commence or complete the training product including assessment requirements, whether any licencing or occupational licence requirements apply, and details of any third-party arrangements that apply to the delivery of the training;
  - ii. the training support services and wellbeing support services that are available to the VET student, and how the student can access those services;
  - iii. all fees, costs and charges associated with the provision of the training product which VET students may incur, including payment terms and conditions, any applicable refund policies and the availability of any relevant government training entitlements and subsidies;
- d. any obligations or liabilities which may be imposed on VET students undertaking the training product, including any obligations requiring VET students to acquire any materials, equipment or IT, any costs and processes associated with withdrawing from training, and costs and processes associated with obtaining a Student Identifier, and any requirements for VET students to undertake work placements;
  - i. the organisation provides all VET students with documentation prior to enrolment or before any fees are required to be paid which sets out:
    - ii. the training which the organisation or third parties will provide the VET student;
    - iii. all fees, costs and charges which the VET student will be required to pay; and
    - iv. any obligations or liabilities which may be imposed by the organisation or third parties on the VET student; and
- e. that it informs VET students, as soon as practicable, of any changes to training products or the organisation's operations that may affect VET students, including any changes relating to the transition of superseded, deleted, or expired training products.

## Standard 2.2

VET students are advised, prior to enrolment, about the suitability of the training product for them, taking into account the student's skills and competencies.

Performance indicators:

An RTO demonstrates:

- a. taking into account the requirements of the training product – it has procedures in place to review, prior to enrolment, the skills and competencies of prospective VET students, including their language, literacy and numeracy proficiency and digital literacy; and
- b. based on the outcome of the review – it provides advice to each prospective VET student about whether the training product is suitable for them.

## Policy

The Academy is dedicated to supporting learners in their training journey while adhering to regulatory standards. This policy outlines the conditions under which learners may defer, suspend, or cancel their enrolment due to compassionate circumstances, academic or conduct-related issues, or other approved reasons.

Requests must be formally submitted with relevant documentation and will be assessed on an individual case-by-case basis. The Academy may also initiate suspension or cancellation for breaches of conduct or unpaid fees, following due process.

## Principles

This policy affirms the commitment The Academy has in providing provisions for deferment, cancellation and suspension of enrolment for learners and to ensure it meets the reporting requirements:

- The Academy allows changes to a learner's enrolment to take place by assessing, approving and recording deferment of the commencement of study or suspension of study for the learner, including keeping documentary evidence in the learner's file of the assessment of the application.
- The Academy can only defer or suspend the enrolment of a learner if it believes there are compassionate or compelling circumstances.
- The Academy may suspend or cancel a learner's enrolment including but not limited to, based on:
  - Misbehaviour by the learner; and / or
  - The learner's failure to pay an amount he or she was required to pay to The Academy to undertake or continue the course as stated in the written agreement.
- The Academy may cancel a learner's enrolment where a serious breach of enrolment conditions has occurred.
- The Academy shall ensure to inform the learner if suspension or cancellation is initiated before imposing a suspension or cancellation. The RTO must:
  - Inform the learner of that intention and the reasons for doing so in writing.
  - Advise the learner of their right to appeal the decision.
- All applications of deferment / suspension and outcomes are to be kept confidential and on the learner's file.
- All reports of misconduct, decisions and actions taken due to misconduct, and other related documentation must be kept confidential and held on the learner's file and added to the aXcelerate Student Management (SMS).
- Learners are to be kept informed of any decisions or outcomes that relate to a deferment, suspension, or cancellation of enrolments.

## Procedures

Learners must submit a written request to defer, suspend, or cancel enrolment using the *Deferment, Suspension and Cancellation Request Form*. Applications should be submitted via email to [enquiries@driveracademyaustralia.com.au](mailto:enquiries@driveracademyaustralia.com.au) at least seven (7) days in advance of the deferment, suspension or cancellation taking effect.

Learners are informed in writing and can appeal this decision within 30 days. The Academy notifies relevant authorities as needed and all documentation is kept on the learner's file and, where applicable, recorded on aXcelerate.

If approved, changes are reported on the learner's file and on aXcelerate within five (5) business days. If denied, learners may appeal in accordance with The Academy's *Complaints and Appeals Policy and Procedures*.

### Deferral

A learner wishing to defer an enrolment must do so prior to the commencement of the course.

Learners must notify the Academy using the process outlined above and include the following:

- Detail the reasonable ground (compassionate and compelling circumstances) for which the deferral should be considered; and
- Provide supporting evidence to support the request for deferral, which may be in the form of medical certificates or witness statements by a credible party, and duly signed by a Justice of the Peace (JP).

All deferral requests are considered on a case-by-case basis at the discretion of The Academy based on the information provided. Learners will be notified of the outcome of the deferral application in writing by The Academy and a copy will be kept on the learner's file and and, where applicable, recorded on aXcelerate.

If the learner's request for deferral is not approved, the learner will need to either commence on the original start date, reapply for a later date before the original course commences or forgo the enrolment and associated fees.

The Academy may defer an enrolment where the course is not being delivered at the proposed date, site or any other reason The Academy deems necessary to warrant deferring the course. In such cases, a refund shall be processed as per The Academy's *Fees, Charges and Refunds Policy and Procedures* or alternative courses may be offered.

### Suspension

The Academy is only able to temporarily suspend the enrolment of the learner on the grounds of compassionate or compelling circumstances.

Learners must request a suspension using the process outlined above and will be required to provide evidence of compassionate or compelling circumstances in their application. (i.e. a medical certificate or police report etc.).

Where a suspension of enrolment is granted, the Academy will suspend the enrolment for an agreed maximum period of 12 months for Certificate IV courses.

Learners are to be informed in writing via email of the outcome of their application for suspension and a copy will be kept on the learner's file and, where applicable, recorded on aXcelerate.

The Academy can suspend a learner's enrolment on the grounds of misbehaviour. This misbehaviour may include but is not limited to acts of discrimination, sexual harassment, vilification or bullying, as well as acts of cheating, plagiarism or the use of AI generated responses, a breach in the code of conduct or other criminal acts such as theft.

### Cancellation

Learners wishing to cancel their enrolment must notify The Academy using the process outlined above. All application documentation for cancellation will be kept confidential and held on the learner's file and, where applicable, on aXcelerate.

Where a learner's conduct is severe enough for cancellation as deemed necessary by The Academy the following must occur:

- The learner must be informed in person (where possible), and in writing of The Academy's decision to cancel the learner's enrolment.
- They must be informed that they have the right to appeal the decision by accessing the relevant policies and procedures and associated appeal form.
- An application to appeal must be made within 30 days of The Academy's decision being advised of the cancellation.

The Academy can initiate cancellation of a learner enrolment for failure to pay an amount in course fees they were required to pay to The Academy to undertake the training.

### Publication

This *Deferment, Suspension and Cancellation Policy and Procedures* document will also be published on The Academy's website ([driveracademyaustralia.com.au](http://driveracademyaustralia.com.au)) and referenced in The Academy's *Learner Handbook*.

## Policy Governance

All systems and materials in relation to request to defer, suspend or cancel enrolments must be reviewed and approved by the CEO / Training Manager and / or RTO Manager before publication to ensure compliance with RTO standards and regulatory requirements.

The Academy will regularly monitor its deferment, suspension and cancellation processes to ensure ongoing compliance and will promptly address any non-compliant practices or areas of improvement identified, and document this in the *Continuous Improvement Register* accordingly.