

Leo Cussen Deferral policy

GDLP Deferral, Transfer, Suspension, Cancellation and Withdrawal Policy

1. SCOPE OF THIS POLICY AND PROCEDURE

This policy and procedure is made in compliance with Standard 9 of the ESOS [National Code 2018](#). To ensure parity under this policy and procedure for both Domestic and International Students, this policy and procedure (based on Standard 9 of the ESOS National Code 2018) applies to both Domestic and International Students, unless otherwise stated.

This Policy applies to:

- 1.1 Deferring from one course intake to a subsequent course intake;
- 1.2 Transfer from one course intake mode to a different course intake mode;
- 1.3 Suspension of enrolment or continuation in the course;
- 1.4 Cancellation of enrolment; and
- 1.5 Withdrawal from the course.

Graduates wishing to apply under this Policy should ensure that they read and understand this Policy and Procedure before they apply.

2. CHANGING ENROLMENT

- 2.1 Graduates wishing to change from their enrolled GDLP intake to a subsequent intake or course intake mode, before they commence the course, must notify the PLT enrolment team at enrolment@leocussen.edu.au to seek a change of enrolment. The Graduate is subject to the terms and conditions and liable for fees applicable on their enrolment.

3. DEFERRING DURING COURSE

To apply to defer the Graduate must:

- 3.1.1 have commenced the course;
- 3.1.2 demonstrate compassionate or compelling circumstances (e.g. illness supported by a medical certificate or family, travel, economic issues or other matters); and
- 3.1.3 submit an approved Application form via the [link](#) in MY LEO in Brightspace. [\[http://www.leocussen.edu.au/change_request\]](http://www.leocussen.edu.au/change_request)
- 3.2 Graduates must defer into another 'Available' GDLP intake commencing within 6 months from the date of approval of an Application.
- 3.3 Graduates seeking deferrals are subject to the terms and conditions and payment of fees including regarding census dates, applicable on their enrolment.

- 3.4 Tuition fees may increase from year to year and Graduates are liable to pay the fee (or difference in fee) applicable to the intake they defer into.
- 3.5 A Graduate may not defer more than once without incurring a further full tuition fee. A second deferral is subject to the discretion of the Executive Director. Waiver of a further full tuition fee or part thereof may be allowed in exceptional circumstances at the discretion of the Executive Director.

4. TRANSFER FROM COURSE INTAKE MODE

- 4.1 To apply to transfer to a different course intake mode the graduate must:
 - 4.1.1 have commenced the course; and
 - 4.1.2 submit an approved Application form via the [link](http://www.leocussen.edu.au/change_request) in MY LEO in Brightspace. [\[http://www.leocussen.edu.au/change_request\]](http://www.leocussen.edu.au/change_request)
- 4.2 Graduates must transfer into another course mode within the same intake.
- 4.3 Graduates seeking transfers are subject to the terms and conditions and payment of fees including regarding census dates, applicable on their enrolment.

5. SUSPENSION OF ENROLMENT

- 5.1 A suspension is where Leo Cussen suspends a Graduate's enrolment in a course, and the Graduate may not participate further in the course until Leo Cussen lifts the suspension or the suspension is otherwise resolved in accordance with this policy.
- 5.2 Leo Cussen may suspend a Graduate's enrolment or continuation in the course if the Graduate:
 - 5.2.1 is absent from the course or out of contact for longer than two weeks without prior notification in writing;
 - 5.2.2 is subsequently found by Leo Cussen not to have been eligible to apply to the GDLP;
 - 5.2.3 for other compelling reasons such as serious incapacity, death or other matter which may cause the Graduate to be unable to continue in the course;
 - 5.2.4 fails to meet Work Performance Standards subject to the [Work Performance Policy](https://www.leocussen.edu.au/work_performance_policy) [\[https://www.leocussen.edu.au/work_performance_policy\]](https://www.leocussen.edu.au/work_performance_policy); or
 - 5.2.5 substantially breaches or fails to comply with a Leo Cussen policy generally.
- 5.3 Leo Cussen may also suspend a Graduate's enrolment in the Course where:
 - 5.3.1 Leo Cussen has reason to believe that the Graduate has engaged in illegal conduct;
 - 5.3.2 other compelling reasons such as illegality or misconduct are established against the Graduate (for example enrolment based on fraudulent evidence or documents); or
 - 5.3.3 Leo Cussen engages in an investigation in relation to any of the matters set out in this clause 5.2 and 5.3.

6. CANCELLATION OF ENROLMENT

- 6.1 Leo Cussen may cancel a Graduate's enrolment or continuation in the course:
- 6.1.1 at the request of the Graduate;
 - 6.1.2 if, after investigation by Leo Cussen for any of the reasons set out in clause 5.2, Leo Cussen has suspended the Graduate's enrolment or continuation in the course; or
 - 6.1.3 if, after investigation by Leo Cussen for any of the reasons set out in clause 5.3.1 and 5.3.2, Leo Cussen determines that the Graduate has engaged in that conduct.
- 6.2 Where Leo Cussen cancels a Graduate's enrolment in accordance with clause 6.1.3, subject to any right of appeal, Leo Cussen retains the right to permanently exclude the Graduate from re-enrolment in any subsequent course.
- 6.3 Graduates are liable for fees subject to the terms and conditions and payment of fees including regarding census dates, applicable on their enrolment.

7. WITHDRAWAL FROM THE COURSE

- 7.1 Graduates seeking to withdraw from the course must submit an approved [Application form \[http://www.leocussen.edu.au/change_request\]](http://www.leocussen.edu.au/change_request) via the link in MY LEO in Brightspace.
- 7.2 Graduates seeking to withdraw from the course are liable to the payment of fees and all other terms and conditions including census dates, applicable on their enrolment.

8. EFFECT OF DEFFERAL, SUSPENSION OR CANCELLATION (INTERNATIONAL STUDENTS)

- 8.1 If the Graduate who is subject to a deferral, suspension or cancellation is an International Student, then Leo Cussen must:
- 8.1.1 inform the International Student that deferring, suspending, or cancelling his or her enrolment may affect his or her student visa (the International Student should seek advice on their visa from the relevant government body);
 - 8.1.2 notify the Department of Education via PRISMS as required under the ESOS Act where the International Student's enrolment is deferred, suspended, or cancelled;
- 8.2 For any deferral, suspension or cancellation of enrolment which is initiated by Leo Cussen, then Leo Cussen will:
- 8.2.1 provide to the International Student a notice of intention to report the deferral, cancellation or suspension to the Department of Education; and
 - 8.2.2 notify the International Student that he or she has 20 working days to access Leo Cussen's internal complaints and appeals process which is set out in [Leo Cussen Complaints Policy \[https://www.leocussen.edu.au/complaints_policy\]](https://www.leocussen.edu.au/complaints_policy).

8.2.3 If the International student accesses Leo Cussen's Complaints Policy, the suspension or cancellation of the Graduate's enrolment under this policy cannot take effect until the internal complaints handling and appeals process is completed, unless extenuating circumstances relating to the health or wellbeing of that International Student, other Graduates or staff apply.

9. EFFECT OF DEFFERAL, SUSPENSION OR CANCELLATION (DOMESTIC STUDENTS)

- 9.1 If the Graduate is not an International Student, and the suspension or cancellation is not initiated by the Graduate, Leo Cussen will inform the Graduate in writing of its intention to suspend or cancel the Graduates enrolment or continuation in the course.
- 9.2 Subject to any appeal rights in accordance with clause 10, the suspension or cancelation of the Graduate's enrolment will occur as and from the date as indicated in the written notice from Leo Cussen.

10. APPEAL RIGHTS

- 10.1 Where a decision by Leo Cussen results in Leo Cussen cancelling a Graduate's enrolment, that Graduate may have a right to review and appeal that decision in accordance with the [Leo Cussen Complaints Policy](https://www.leocussen.edu.au/complaints_policy) [https://www.leocussen.edu.au/complaints_policy]. A decision by Leo Cussen to cancel a Graduate's enrolment will be deemed to be a Decision as defined under the Complaints Policy.
- 10.2 A right of review and/or appeal does not accrue where:
- 10.2.1 Leo Cussen suspends a Graduate's enrolment only; or
- 10.2.2 a suspension results in deferral of the Graduate's enrolment to another course intake.

11. FEES

- 11.1 Where a Graduate either:
- 11.1.1 defers their enrolment in a Course; or
- 11.1.2 transfers from one Course intake into another; or
- 11.1.3 repeats a Rotation (or part of a Rotation) within the Course, the Graduate may (dependent on the circumstances) need to pay an additional fee to Leo Cussen prior to recommencing their Course.
- 11.2 The additional fees which a Graduate may be asked to pay are:

Fee type	Description
Transfer Fee	This fee is payable when the Graduate transfers from one Course intake mode to another.
Recommencement Fee	This fee is payable when the Graduate recommences their Course after a deferral or suspension period.

Rotation Repeat Fee	This fee is payable when the Graduate must repeat a Rotation or part of a Rotation as a result of being appraised as Not Yet Competent when originally sitting the Rotation.
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- 11.3 The amount payable in respect of each fee is set out in the [Leo Cussen Terms and Conditions](https://www.leocussen.edu.au/practical-legal-training/about-our-plt/terms-and-conditions-of-enrolment/) [https://www.leocussen.edu.au/practical-legal-training/about-our-plt/terms-and-conditions-of-enrolment/], and this clause 11 should be read in conjunction with the Terms and Conditions.
- 11.4 **Transfer Fee:** Graduates may seek to transfer from one delivery mode to another *in the same intake* for no fee on the first occasion. A fee applies for any subsequent transfer.
- 11.5 **Recommencement Fee:** Where a Graduate defers an enrolment or Leo Cussen suspends a Graduate from a current enrolment and allows the Graduate to recommence at a later date, the Graduate must pay a Recommencement Fee. The Graduate must pay the Recommencement Fee prior to being enrolled into the new course intake.
- 11.6 **Rotation Repeat Fee:** Where a Graduate does not successfully complete a Rotation by obtaining a minimum overall Competent appraisal for the Rotation or does not successfully complete part of a Rotation, then Leo Cussen may require the Graduate to repeat the Rotation or part thereof at a later time. In those circumstances, Leo Cussen may require the Graduate to pay the Rotation Repeat Fee and then re-enrol the Graduate into a subsequent Course intake. Prior to re-enrolment, the Graduate must pay the Rotation Repeat Fee. Once re-enrolled, the Graduate must complete the Rotation or part thereof to a Competent standard (together with all other Rotations) before being conferred with a Certificate of Completion.

12. FEE WAIVERS AND REDUCTIONS

- 12.1 Dependent upon a Graduate's exceptional circumstances, Leo Cussen retains the discretion to either waive the fees set out in clause 11 or reduce the amount payable by the Graduate.
- 12.2 Where a Graduate wishes to apply for a fee waiver or reduction in accordance with this clause 12, they must:
- 12.2.1 send an email to the Director, Education Delivery requesting a reduction or waiver; and
 - 12.2.2 ensure that they provide all relevant detail together with supporting evidence.

A Graduate is not guaranteed a fee waiver or reduction, however Leo Cussen will consider the Graduate's application based upon all documentary and supporting evidence which the Graduate provides at the time of applying.

- 12.3 Where a Graduate seeks a fee waiver or reduction, and submits fraudulent or misleading evidence as to their current circumstances, Leo Cussen retains the discretion to either suspend or cancel the Graduate's enrolment in the Course.

13. ASSESSMENT AND RECORDS

- 13.1 Leo Cussen records all deferrals, transfers, suspensions, cancellations and withdrawals including evidence of reasons for taking the action.

Transfer and exit prior to completion

As the entire GDLP is a single unit Equivalent Full Time Student Load (EFTSL) completed within 20 weeks or 30 weeks part time, it is not possible to transfer into the GDLP course from another Registered Provider once the course has commenced. Nor is it possible to transfer out of the GDLP with any relevant EFTSL completion before completion of the course.

The entire GDLP comprises a single unit EFTSL because the GDLP is a course that prepares law graduates for admission to the legal profession and eligibility for 'admission' is an indissoluble concept. A lawyer is either admitted to the legal profession or not based on their satisfactory completion of the entire complement of Practical Legal Training under the;

- *Legal Profession Uniform Admission Rules 2015*; or
- *Legal Profession Act 2006 (ACT) / Court Procedure Rules 2006 (ACT)*; or
- *Legal Profession (Admission) Rules 2009 (WA)*; or
- *Supreme Court (Admission) Rules 2004 (Qld)*

Graduates withdrawing or their enrolment cancelled after census date forfeit their course fee.

Policy status

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Review due by	15 December 2024
Policy Approver	Leo Cussen Management Committee

* Unless otherwise indicated, this policy and procedure will still apply beyond the review date

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