

STUDENT FEES, CHARGES, AND REFUND POLICY

| | |
|--|---|
| Policy Code | FIN02 |
| Policy Lead | Chief Executive Officer / Principal |
| Approving Authority | Board of Directors |
| Approval date | 01 March 2024 |
| Commencement | 08 March 2024 |
| Next Review Date | January 2027 |
| Version | 2024.2 |
| Relevant legislation or external requirements | <p>National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code) (NC: 2.1, 3, 7.4, 9.3,)</p> <p>Higher Education Standards Framework (Threshold Standards) 2021 (HESFs: 1.1.2, 3.3, 6.2.1i, 7.1.1, 7.2)</p> <p>Education Services for Overseas Students Act 2000 (Cth) (ESOS Act)</p> <p>Education Services for Overseas Students Regulations 2019 (Cth) (ESOS Regulations)</p> <p>Tertiary Education Quality and Standards Agency Act 2011 (TEQSA Act)</p> <p>Higher Education Provider Amendment (Support for Students Policy) Guidelines 2023 (Cth)</p> <p>Corporations Act 2001 (Cth) (Corporations Act)</p> <p>Competition and Consumer Act 2010</p> |
| Related ASA Documents | <p>Student Fees, Charges, and Refund Procedure</p> <p>Deferral, Suspension, and Cancellation Policy and Procedure</p> <p>Student Grievance Policy</p> <p>Student Grievance Procedure</p> |

1. Purpose

This Policy provides clarity and transparency for applicants and students at Australian School of Accounting (**ASA**) regarding the application, administration, and collection of fees and charges as well as the circumstances and conditions for refunds.

2. Scope

This policy applies to all ASA applicants, students, and staff who support these processes.

3. Principles

The following is the basis of ASA's decisions on applicant or student fees, charges and refunds:

- ASA complies with all relevant legislative and regulatory requirements, including:
 - a. Australian Consumer Law
 - b. Corporations Act 2001 (Cth) (Corporations Act)
 - c. Education Services for Overseas Students Act 2000 (Cth) (ESOS Act)
 - d. Education Services for Overseas Students Regulations 2019 (Cth) (ESOS Regulations)
 - e. Higher Education Standards Framework (Threshold Standards) 2021
- This policy and associated procedure do not remove the right of an individual to take further action under Australia's consumer protection laws.

- Fees and charges will be applied in accordance with the requirements of relevant Australian legislation and regulation and will be consistent with ASA’s published information.
- All fees and charges will be set out in the Student Charges Schedule included with the Letter of Offer (**LoO**) and available on the ASA website.
- ASA will apply requirements fairly and equitably whilst considering any compelling or compassionate circumstances that may arise to make decisions with appropriate discretion.

4. Definitions

| Term | Definition |
|---|---|
| applicant | A person who has applied to study at ASA. |
| census | The census date is the last date for a student to withdraw from a unit without incurring academic penalty for the unit. |
| Chief Executive Officer (CEO) / Principal | The Chief Executive Officer is the highest organisational role for ASA and performs the role of Principal as well as their other duties. |
| commence | To start a course. The commencement is the first day of the study period that a student is enrolled in a unit. This does not include units that have been granted Advanced Standing or exemption. |
| compassionate or compelling circumstances | Compassionate and compelling circumstances are circumstances that produce a feeling of sympathy for the student’s troubles or are powerfully convincing. These circumstances can include, but are not limited to: <ul style="list-style-type: none"> a. Serious illness or injury, where a medical certificate states that the student was unable to attend classes b. Bereavement of close family members such as parents or grandparents c. Major political upheaval or natural disaster in the home country requiring emergency travel which has impacted on the student’s studies, d. A traumatic experience which could include: <ul style="list-style-type: none"> • Involvement in, or witnessing of a serious accident; or • Witnessing or being the victim of a serious crime and these experiences have impacted on the student. |
| defer | To delay the start of a course, i.e. edit the course enrolment to have a later start date. |
| domestic student | A student who is an Australian citizen, a New Zealand citizen (or dual citizenship holders of either Australia or New Zealand), or the holder of an Australian permanent resident or permanent humanitarian visa. |
| international student | An international student is a student who requires a Student Visa to study in Australia |
| financial census | The financial census date is the last date for a student to withdraw from a unit with limited financial penalties. |
| Leave of Absence (LoA) | A temporary suspension of study (pause) requested by a student that has been approved for compassionate or compelling reasons.. |
| Letter of Offer (LoO) | A Letter of Offer (LoO) is a document supplied to successful applicants which details the course enrolment that the applicant may accept or decline. Once it has been signed and returned to ASA it is the Written Agreement that constitutes a legal contract between the applicant and ASA. |
| Quarter | A Quarter at ASA is a study period that lasts for 12 weeks and generally includes two units of study. |
| suspend | To suspend enrolment means to temporarily place studies on hold after enrolment has commenced. ASA refers to suspension of a student’s enrolment within disciplinary contexts. ASA refers to Leave of Absence in |

| | |
|--|---|
| | all other contexts. Students may request a Leave of Absence after referring to the Student Enrolment and Attendance Policy and Procedure for information. |
|--|---|

5. Policy Statement

ASA offers a high-quality educational experience for students and provides a transparent fees and charges structure, payment methods and processes, and refund process. ASA will work with applicants and students to:

- Ensure appropriate communication of information and advice to students, particularly by engaged Education Agents to international students.
- Assist applicants and students when unexpected events occur, including compassionate and compelling circumstances.
- Provide clarity regarding the obligations of students and ASA, including critical deadlines and enrolment or cancellation processes.
- Protect Australia’s student visa, and broader immigration, system.

The details in this document provide the ordinary conditions on fee payments and ASA’s refund process. However, ASA reserves the right to make determinations in favour of the applicant or student on a discretionary basis in order to respond to extenuating circumstances.

6. Tuition fees

- Fees are charged on a ‘per unit of study’ basis. The number of units of study are specified within the Letter of Offer, which becomes the Written Agreement once an applicant completes the acceptance process as specified in the *Student Admissions Policy* and associated procedure.
- Students must pay their fees for each study period in advance and in accordance with their LoO which provides admission to the course. The LoO indicates all due dates for fee payments during the course enrolment.
- Offshore international students are required to pay a minimum of six (6) units of tuition fee upfront as part of accepting a LoO. These fees will be applied to the students’ enrolment during their initial study periods.
- Onshore international students are required to pay a minimum of one (1) unit of tuition fee upfront as part of accepting a LoO. These fees will be applied to the students’ enrolment during their initial study periods.
- Domestic students are required to pay one unit of tuition fee upfront to accept their offer and then must pay their remaining fees for each study period on or before census.

7. Non-tuition fees and charges

Applicants and students should be aware that there are other fees and charges that may apply. The fees and charges listed are refundable:

- a. Overseas Student Health Cover (OSHC) charges if applicable

All other fees and charges are non-tuition fees and may or may not apply according to each applicant or student’s circumstances. These non-refundable fees and charges are:

- b. Application Fee (per course)

- c. RPL Assessment Fee
- d. Re-issue of Confirmation of Enrolment (CoE) Fee if applicable
- e. Replacement Testamurs or official documents fees
- f. Interim Transcript Fee
- g. Postage charges (as applicable)
- h. Administration fees
- i. Late payment fee of \$100
- j. Additional printing (in excess of allocation/unit) charges
- k. Replacement Student ID card fee
- l. Replacement cost for lost Library items
- m. Replacement cost for lost and/or damaged devices or equipment

Please refer to the policies and procedures section of the ASA website for current amounts for the above fees and charges <https://asahe.edu.au/>.

8. Payment

- Students are responsible for the on-time and full payment of their tuition fees and other fees and charges in the methods provided by ASA.
- ASA will provide clear communication to students about what payment is required and appropriate methods for payment.
- Any increases in fees and charges will be clearly communicated and at least 30 business days' notice will be provided. Communication will be via email or other written communication.
- Students who are experiencing financial difficulties may apply for permission to pay their tuition fees by instalments. This is subject to a written application to the CEO and will only be granted in compassionate and compelling circumstances. Students in this situation should first contact the Director Student Experience for more information.
- Any instalment plan that is put in place will usually require all outstanding fees to be paid by the end of the Quarter.

9. Penalties for non-payment

Where a student does not make an application for consideration and owes monies to ASA, ASA may at its discretion apply a range of penalties, including:

- a. Charging a late fee.
- b. Preventing enrolment in the current or subsequent study period.
- c. Restricting release of examination/assessment results and official credentials or documents.
- d. Cancelling a course enrolment via the process described in the *Deferral, Suspension, and Cancellation Policy and Procedure*; or
- e. Employment of a debt collection agency to recover outstanding amounts.

10. Enrolment Variation or Cessation

ASA may charge an applicant/student for deferral, withdrawal, or cancellation of their course. ASA will provide a full refund of any **tuition fees** paid upon receipt of evidence if:

- approval of an Australian student visa is delayed for longer than 12 months for reasons beyond the student's control;
- the offer of a place is withdrawn; or
- the course which was applied for is no longer offered.

If an applicant requests a refund for any of the reasons above, they should note that there may be some fees and charges that are not eligible for a refund. These costs are listed in Section 7 of this policy.

An Administration Fee will be charged to process any approved refund.

Requests for refunds should consider the notification period, the associated charges and retained amounts as stated in Table 1 below.

Table 1: Enrolment Variation Refund reasons, notification periods, charges, and non-refundable proportions of deposits.

| Commencing International Students (Course) | | |
|--|---|--|
| Reason | Notification Period | Charges/Retained fees |
| Visa Refusal (Evidence of visa refusal is required) | Before Course commencement date | \$250 Administration Fee |
| Cancellation/Withdrawal from Course | More than 10 weeks before Course commencement date | \$250 Administration fee |
| Cancellation/Withdrawal from Course | Between 4 and 10 weeks before Course commencement date | 30% of required deposit paid + \$250 Administration fee |
| Cancellation/Withdrawal from Course | Within 4 weeks before Course commencement date | 60% of required deposit paid + \$250 Administration fee |
| Cancellation/Withdrawal from Course | Student visa has been granted using a CoE issued by ASA | 75% of required deposit paid + \$250 Administration fee |
| Cancellation/Withdrawal from Course | After the Course commencement date but on or before financial census date | 75% of required deposit paid + \$250 Administration fee |
| Cancellation/Withdrawal from Course | After financial census date | 100% of required deposit paid + \$250 Administration fee |
| Deferral | On or before financial census date | Fees will be credited to next study period |
| Admission was obtained based on fraudulent or misleading documents or information | At any time that fraud is confirmed. | 100% of required deposit paid + \$250 Administration fee |
| Students enrolled in a packaged course who have not completed six months of their principal course of study at ASA | Within 4 weeks before Course commencement date | 100% of fees paid for the principal course + \$250 Administration fee |
| Breach of student visa conditions, visa cancellation or failure to comply with enrolment conditions | Within initial 6 month required study period | 100% of fees paid + \$250 Administration fee |
| Late arrival to a course while student has already been granted a visa | On or before financial census date | 100% of unused study period fees |
| Students transferring and cancelling their CoE before completing 6 months of their course | Within initial 6 month required study period | 100% of fees paid + \$250 Administration fee |
| Continuing International Students (Course) | | |
| Reason | Notification Period | Charges/Retained fees |
| Withdrawal from Course | On or before financial census date of any study period | 70% of study period fees + \$250 Administration fee |
| Withdrawal from Course | After financial census date of any study period | 100% of the tuition fees for that study period. |
| Breach of student visa conditions, visa cancellation or failure to comply with enrolment conditions | On or before financial census date of any study period | 100% of unused study period fees |
| Leave of Absence | On or before financial census date of any study period | Fees will be credited to next study period |
| Leave of Absence | After financial census date of any study period | Cancellation charges will depend on the outcome of the student's application for the Withdrawal Without Financial Penalty. |
| Student visa is cancelled, or visa renewal rejected | Students should notify ASA as soon as possible | 100% of study period tuition fees |

| | | |
|---|--|--|
| Student enrolment is cancelled by ASA due to unsatisfactory academic progress | At the completion of internal and/or external appeal process | \$250 Administration fee |
| Student enrolment is cancelled by ASA due to non-enrolment prior to financial census date for that study period | N/A | 100% of unused study period fees |
| Student's request for release is rejected | N/A | 100% of unused study period fees |
| International Students (Unit) | | |
| Reason | Notification Period | Charges/Retained fees |
| Withdrawal from a unit | On or before financial census date | Fees will be credited to next study period |
| Withdrawal from a unit | After financial census date | 100% of unit fees |

11. Grounds for Refund Refusals

ASA will not provide any refund where:

- the terms and/or conditions of the LoO entered into by the applicant/student and ASA are breached by the applicant/student, including breach of ASA's policies;
- the applicant/student is found to have supplied fraudulent, forged, or deliberately misleading documentation to ASA;
- the applicant/student's enrolment is suspended or cancelled by ASA, including cancellation caused by a breach of student visa conditions or any illegal or unlawful conduct by the student;
- a refund will not be considered if the request is submitted after the applicant/student has had their enrolment terminated due to non-payment of course fees; or
- the Student Visa is refused by the Department of Home Affairs due to the submission of fraudulent documents by or on behalf of the applicant/student.

12. Exceptional Circumstances

ASA reserves the right to waive any fees or provide a refund in favour of the applicant/student in order to appropriately respond to circumstances. The approval of the CEO is required for discretionary decisions regarding fees or refunds. The following exceptional circumstances will be considered on a case-by-case basis by the CEO:

- Where a student or their representative gives written notice prior to census that they are withdrawing from a course or subject due to exceptional circumstances, ASA may, at its discretion, grant a total or partial refund of tuition fees.
- Compassionate and compelling circumstances. These circumstances can include, but are not limited to:
 - serious illness or injury, where a medical certificate states that the student was unable to attend classes;
 - bereavement of close family members such as parents or grandparents;
 - major political upheaval or natural disaster in the home country requiring emergency travel which has impacted on the student's studies;
 - a traumatic experience which could include;

- involvement in, or witnessing of a serious accident; or
- witnessing or being the victim of a serious crime and these experiences have impacted on the student.

13. Payment of Approved Refunds

All approved refunds will be paid within 10 working days from the date of receipt of the written request. All refunds are paid in Australian dollars into the bank account nominated in the written request.

ASA will not authorise tuition fee transfers to any other institution or to other students.

14. Tuition Protection

14.1 International Students

In the unlikely event that ASA is unable to deliver a course in full, ASA will assist the student to find alternatives that best suit the student. Students may elect to:

- accept enrolment in an alternative ASA course at no extra cost within 10 working days;
- accept assistance to transfer to an alternative course at another provider and receive a refund for any unspent tuition fees which were received by ASA; or
- accept a refund of their unspent tuition fees which were received by ASA.

This refund will be paid within 10 working days of the day on which the course ceased being provided in accordance with the Education Services for Overseas Students Act 2000 (ESOS Act).

Students have the right to choose whether they would prefer a refund of their unspent tuition fees or to accept a place in another course. If a student chooses to be placed into another course, the student will be issued a new LoO by the appropriate provider.

If ASA is unable to provide a refund or place a student into an alternative, then the Tuition Protection Service (TPS) will assist students in finding an alternative course or to obtain refunds if a suitable alternative course is not found.

14.2 Domestic Students

Domestic students should refer to the Statement of Tuition Assurance for further information.

15. Grievances

A student may complain against a decision made under this policy. Complaints must be made as prescribed in the process outlined in the *Student Grievance Policy*.

16. Relevant HESFs

This Policy and the associated procedure comply with the Higher Education Standards Framework (Threshold Standards) 2021. The following are relevant excerpts and specify that:

Standard 1.1.2 Admission

The admissions process ensures that, prior to enrolment and before fees are accepted, students are informed of their rights and obligations, including:

- a. all charges associated with their proposed studies as known at the time and advice on the potential for changes in charges during their studies
- b. policies, arrangements and potential eligibility for credit for prior learning, and

- c. policies on changes to or withdrawal from offers, acceptance and enrolment, tuition protection and refunds of charges.

Standard 3.3 Learning Resources and Educational Support

1. The learning resources, such as library collections and services, creative works, notes, laboratory facilities, studio sessions, simulations and software, that are specified or recommended for a course of study, relate directly to the learning outcomes, are up to date and, where supplied as part of a course of study, are accessible when needed by students.
2. Where learning resources are part of an electronic learning management system, all users have timely access to the system and training is available in use of the system.
3. Access to learning resources does not present unexpected barriers, costs or technology requirements for students, including for students with special needs and those who study off campus.
4. Students have access to learning support services that are consistent with the requirements of their course of study, their mode of study and the learning needs of student cohorts, including arrangements for supporting and maintaining contact with students who are off campus. [...]

Standard 6.2.1i Corporate Monitoring and Accountability

1. The provider is able to demonstrate, and the corporate governing body assures itself, that the provider is operating effectively and sustainably, including: [...]
 - i. there are credible business continuity plans and adequately resourced financial and tuition safeguards to mitigate disadvantage to students who are unable to progress in a course of study due to unexpected changes to the higher education provider's operations, including if the provider is unable to provide a course of study, ceases to operate as a provider, loses professional accreditation for a course of study or is otherwise not able to offer a course of study

Standard 7.1 Representation

1. Representation of the higher education provider, its educational offerings and charges, whether directly or through agents or other parties, is accurate and not misleading [...]

Standard 7.2 Information for Prospective and Current Students [...]

2. Information for students is available prior to acceptance of an offer, written in plain English where practicable, accompanied by an explanation of any technical or specialised terms, and includes:
 - a. information to assist in decisions about courses or units of study, including the course design, prerequisites, assumed knowledge, when and where courses/units are offered, application dates, arrangements for recognition of prior learning, standing credit transfer arrangements, pathways to employment and eligibility for registration to practise where applicable
 - b. information to assist in planning for and participation in educational and other activities, including contact points, advice about orientation and induction, delivery arrangements, technical requirements for access to IT systems for online activities, timetables, access to learning resources, avenues to participate in decision making and opportunities to participate in student representative bodies
 - c. information to outline the obligations of students and their liabilities to the higher education provider including expected standards of behaviour, financial obligations to the higher education provider, critical deadlines, policies for deferral, change of preference/enrolment and leave of absence, particular

- obligations of international students, disciplinary procedures, misconduct and grounds for suspension or exclusion
 - d. information to give access to current academic governance policies and requirements including admission, recognition of prior learning, transition, progression, assessment, grading, completion, qualifications, appeals, academic integrity, equity and diversity, intellectual property and withdrawal from or cancellation of enrolment
 - e. information to facilitate access to services and support including the types of services available such as educational resources including English language support, personal support services, cultural support and ancillary services, hours of availability, how to access services and emergency contact details where applicable
 - f. information to assist in resolution of grievances, including an explanation of processes for resolution of grievances and complaints and internal and external appeals processes, guidance on how to participate in the processes and sources of assistance including advocacy, and
 - g. information to assist international students studying in Australia if applicable, including indicative costs of living and studying in Australia, accommodation options, arrangements for health care and, where applicable, schooling obligations related to school-aged dependants (including the possibility that school fees may be incurred).
3. There are policies and processes that ensure information and advice given to international students holding or applying for an Australian student visa and decisions taken in relation to such students meet statutory requirements.

17. Version Control

This Policy has been reviewed and approved by the Australian School of Accounting Board of Directors as at March 2024 and is reviewed every three years.

This Policy, with associated Procedure, are published and available on the Australian School of Accounting website <https://www.asahe.edu.au/policies-and-forms/>.

| Change and Version Control | | | | |
|-----------------------------------|------------------------------------|---|-----------------------|------------------------|
| Version | Authored by | Brief Description of the changes | Date Approved: | Effective Date: |
| 2024.2 | CEO | Revision of Table 1 in Section 10. Add detail and change amounts retained by ASA. | 01/03/2024 | 08/03/2024 |
| 2024.1 | Director International Recruitment | Increased the detail to provide greater clarity for all parties. Considered the Commonwealth Ombudsman Assessing Compassionate or Compelling Circumstances. Benchmarked with 4 other providers. Updated Sections 2, 3, 4, 5, 6, 7, 8, 10, 11, 13, 15, and 16. | 29/01/2024 | 29/01/2024 |
| 4.0 | | Update to 2, 5, 6.2, 8.1.3, 8.2.1, 8.2.3 | 13/05/2022 | 01/06/2022 |
| 2.1 | | Board of Directors approval | 30/05/2021 | 06/07/2021 |
| 0.2 | | Council review | 26/07/2018 | 23/07/2019 |