

### PART 3: TERMS AND CONDITIONS

#### 1. Fees

- 1.1. The Student Charges Schedule will set out the dates by which all fees and other charges must be paid.
- 1.2. If a student cannot pay these amounts by the due date, they should make an application to the Director, Corporate Services for consideration.
- 1.3. Where a student does not make an application for consideration and has a debt due to ASA, ASA may, at its discretion, apply a range of penalties including:
  - Charging a late fee
  - Preventing enrolment in the current or subsequent quadmester
  - Restricting release of examination results and official credentials, or
  - Employment of a debt collection agency to recover the outstanding amount

#### Fees during the enrolment period

Please refer to the attached document, *ASA Student Charges Schedule - domestic students* for all fees, including course fees and any additional fees you may encounter whilst studying at ASA. This document is also available on the ASA website.

#### Fee increases

The additional fees identified above, may be subject to increase. Notices will be placed throughout the ASA campus locations and floors to notify students if any of these fees are to increase. Additionally, as stated in the *ASA Student Handbook* changes will also be communicated via the Learning Management System (LMS) Students will be provided with four weeks' notice of the intention to increase any of these fees.

#### 2. Student Refund Policy:

- 2.1 Tuition fees **will be refunded** in full if:
  - ASA is unable to provide the course which was offered. All fees, including other compulsory fees, will be refunded;
  - The student formally withdraws from the course or subject on or before the Census Date; or
  - The offer of enrolment is withdrawn by ASA.
- 2.2 Tuition fees **will not be refunded** if:
  - the student formally withdraws from the course or a subject after the Census Date;
  - the student has breached any binding terms and conditions with ASA; or
  - the student's enrolment has been cancelled.

- 2.3 **Transfer of Tuition Fees:**  
If a course has commenced, tuition fee transfer will be made only at the discretion of ASA.
- 2.4 **Non-Refundable Fees:**  
Late fees, fines and other administrative fees incurred are non-refundable.
- 2.5 **Exceptional Circumstances:**  
Where a student or their representative gives written notice prior to the census date that he/she is withdrawing from a course or subject due to exceptional circumstances, ASA may, at its discretion, grant a total or partial refund of tuition fees. Exceptional circumstances must be supported by documentary evidence, and may include:
- evidence of illness/disability; or
  - death of the student or close family member; or
  - a political, civil or natural event which prevents full payment of fees or the student's attendance.
- 2.6 **Deferral:**  
If a student gives written notice prior to the census date of their intention to defer their place in the course to the next available intake, all tuition fees will be transferred to that intake. A place may be deferred for up to twelve (12) months. If a student has deferred and subsequently gives written notice that they do not intend to take their deferred place, a refund will be processed in accordance with the timeframes and conditions relevant to the original deferral.
- 2.7 **Defaulting on fee payment:**  
Students who have not paid the required tuition fee by the due date will be sent a written warning. Non-financial students may not access ASA's facilities and are not permitted to sit final examinations. Debt collectors may be engaged to recover any unpaid fees.  
If a non-financial International student does not pay their fees by the date specified, their enrolment will be cancelled and they may be reported to the Australian Department of Home Affairs for non-payment of fees.
- 2.8 **Provider's Default**  
In the unlikely event that ASA is unable to deliver the course for which you have been accepted or deliver the course in full to you; ASA will offer you a place in an alternative course or identify an alternative course at another education provider. ASA will make this offer to you at no cost. If you decide to accept this offer of enrolment in a course, ASA will ask you to accept this offer in writing. If you do not accept an offer of enrolment into an alternative course, ASA will refund to you any unspent pre-paid course fees received by ASA.

## 2.9 Student Refund Process:

- Applications for a refund must be made in writing and submitted to the Director, Corporate Services.
- Where payable, refunds are made in Australian dollars and are paid within 28 business days from the date the application is lodged.
- If ASA is unable to provide the course offered, a full refund is payable within two (2) weeks of the default day.

## 2.10 Appeals:

A student may appeal against a decision made under this Policy. Appeals must be made as prescribed in the appeals process outlined in the *Student Grievance Handling and Resolution Policy* and *Student Grievance Handling and Resolution Procedure*.

## 3. Version Control

Document		Terms and Conditions Domestic Students			
Approved by		Board of Directors		Date: 25 October 2018	
Version #	1.4	Replaces Version	1.3	Governance restructure	
	1.3	Replaces Version	1.2	Style review	
	1.2		1.1	Post-TEQSA meeting	
	1.1		1.0	Administrative amendment	
	1.0		0.1	Council approval	
	0.1			Council review	