

LETTER OF OFFER PART 3: Terms and Conditions

1. Fees

- 1.1.1 Tuition fees, charges and accounts are payable in advance of each quadmester and students are not permitted to commence a quadmester until all outstanding fees and charges are paid. If a student withdraws from the course before completion any discounts provided will be null and void and full course fees as quoted as per the Letter of Offer will apply.
- 1.1.2 All amounts are due within the required timeframe. If the Student fails to pay in accordance with this clause, ASA may:
- Recover all debt recovery costs incurred in collecting overdue accounts on an indemnity basis;
 - Withhold supply;
 - Take Legal action to recover money owing on the goods or services provided;
 - or
 - Apply the late payment fees.
- 1.1.3 Students are required to pay in advance agreed tuition fees at the start of every quadmester. Payments are scheduled to be made no later than the first day of the commencement of the course, then no later than the first day of a new quadmester as per the payment schedule. All fees must be finalised no later than the due date. ASA encourages students to discuss instalment payments if required; however, ASA retains all discretion of approval. Additional charges may be incurred for an instalment payment plan, if approved. Students with outstanding fees are not permitted to attend class without approval from Management. Any student who has an outstanding school debt will not be eligible to receive a Statement of Attainment, Academic Transcript, graduate or receive a qualification until payment is made in full.
- 1.1.4 The total tuition fees stated in the Offer Letter are based on a full-time study load.
- 1.1.5 Where a student's study period is extended beyond the period of the student visa, the student will be liable for visa application and related costs.
- 1.1.6 Additional fees may be applied for actions of students that have deviated from the agreed Letter of offer and subsequent rules of ASA contained in the terms and conditions.

1.2 Fees during the enrolment period

Please refer to the attached document, *ASA Student Charges Schedule - overseas 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.

1.3 Fee increases

The additional fees identified above, may be subject to increase. In addition to on-line notification via the Learning Management System (LMS), notices will be placed throughout the ASA campus locations and floors to notify students if any of these fees are to increase. Students will be provided with four weeks' notice of the intention to increase any of these fees.

2. Privacy of Information

- 2.1 Information of students, collected prior to commencing and over the course of their studies, may be made available to relevant Commonwealth, State Government agencies and to the Tuition Protection Scheme and the TPS Funds Director, to ensure compliance with ASA's obligations under the ESOS Act 2000, ESOS Regulations 2001, the ESOS National Code 2018 and other relevant Commonwealth and State legislation.
- 2.2 In the event of circumstances requiring critical incident management, ASA reserves the right to disclose limited personal information of a student where it is considered necessary to meet or maintain its duty of care responsibilities to that student.
- 2.3 With the exception of parties referred to in clauses 3.1 and 3.2, information will only be provided to other parties with the student's permission.

3. Student Refund Policy

- 3.1 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;
 - an Australian visa application is refused prior to commencement of the course. In this case, students are required to provide evidence of the visa refusal;
 - approval of an Australian student visa is delayed for reasons beyond the student's control, resulting in the student being unable to commence the course which they have been offered and accepted. In this case, students are required to provide evidence that the visa has been delayed; or
 - the offer of enrolment is withdrawn by ASA.
- 3.2 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.

Transfer of Tuition Fees:

If a course has commenced, tuition fee transfer will be made only at the discretion of ASA.

3.3 Non-Refundable Fees:

Enrolment fees are non-refundable prior to the commencement of a course. Late fees, fines, Overseas Student Health cover fees and other administrative fees incurred are non-refundable.

3.4 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.

3.5 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.

3.6 Obtaining Permanent Residency:

An international student who is granted Permanent Resident status in Australia is eligible to pay Domestic Student fees. Permanent Resident status is recognised from the date stamped on the student's passport. A student must show proof of stamped passport details before the commencement date in order to be eligible to pay domestic fees. If the student has already paid the tuition fees applying to international students for the semester, the difference in fees will be credited back to the student account.

If the student has obtained residency after the commencement date, the student must pay the relevant international student fees and will be classified as an international student for the remainder of that Quadmester.

3.7 Defaulting on fee payment:

Students who have not paid the required tuition fee by the due date will be sent a warning in writing. 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.

3.8 Student Refund Process:

- Applications for a refund must be made in writing and submitted to the Principal.
- 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.
- Should ASA be unable to either provide a refund or place the student in an alternative course, and the student is entitled to a full refund, payments can be made out of the Overseas Students Tuition Protection Service.
- Approved refunds will only be released to the person who entered into the contract with ASA and will not be provided to a third party.

4. Tuition Protection Service

The ESOS legislation protects the tuition fees paid by international students by placing placement and refund obligations on providers in different default situations and through the Tuition Protection Service. The ESOS legislation also helps to ensure students meet their student visa conditions of making satisfactory progress in their studies while in Australia. For additional information on the ESOS legislative framework visit the [ESOS legislative framework](#)

5. 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 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. If ASA does not refund to you the unspent pre-paid course fees received for the course or obtain your written acceptance of enrolment into an alternative course within the provider notification and obligation period of the course not being delivered, or not delivered in full to you, ASA will notify the Tuition Protection Service (TPS) Director within 7 days. The Director will facilitate the on-line course placement service to enable you to identify and enrol into a suitable alternative course.

6. Your rights

The ESOS framework protects your rights, including:

- 6.1. Your right to receive, before enrolling, current and accurate information about the courses, fees, modes of study and other information from your provider and your provider's agent.
- 6.2. Your right to sign a written agreement with your provider before or as you pay fees, setting out the services to be provided, fees payable and information about refunds of course money. You should keep a copy of your written agreement.
- 6.3. Your right to get the education you paid for. The ESOS framework includes consumer protection that will allow you to receive a refund or to be placed in another course if your provider is unable to teach your course.

The ESOS framework sets out the standards Australian education providers offering education services to overseas students must obey. These standards cover a range of information you have a right to know and services that must be offered, including:

- 6.4. Orientation and access to support services to help you study and adjust to life in Australia;
- 6.5. Who the contact officer or officers is for overseas students;
- 6.6. If you can apply for credit transfer and/or recognition of prior learning;
- 6.7. When your enrolment can be deferred, suspended or cancelled;
- 6.8. What your provider's requirements are for satisfactory progress in the courses you study and what support is available if you are not progressing well;
- 6.9. If attendance will be monitored for your course, and a complaints and appeals process;
- 6.10. Not allowing another education provider to enrol a student who wants to transfer to another course and has not completed six months of the final course of study planned to undertake in Australia. If the student wants to transfer beforehand the student needs the provider's permission.

7. ASA Complaints and Appeals Handling Process

- 7.1. ASA will respond to any complaint or appeal that you make regarding your dealings with ASA, including our education agents or any other related party we have an arrangement with to deliver your course or related services.
- 7.2. Wherever possible you are encouraged to try and resolve concerns or dissatisfaction informally with the person or officer involved in the first instance. However, ASA recognises that this may not always be an appropriate or preferred course of action; and that it may be necessary to proceed directly to the Formal Grievance process.
- 7.3. If you wish to make a formal complaint or appeal this must be lodged in writing to the office of the Student Administration Manager as soon as possible together with all/any supporting documentation as prescribed in the appeals process outlined in the Student Grievance Handling and Resolution Policy and Student Grievance Handling and Resolution Procedure.
- 7.4. The assessment of your complaint or appeal will begin within 10 working days and the outcome will be finalised as soon as practicable.

7.5. If mediation is required, you will be given the opportunity to formally present your case at no cost and be accompanied and assisted by a support person at any relevant meetings.

7.6. If mediation is unsuccessful you will have the opportunity for a formal review and internal appeal of your case.

7.7. You will be provided with a written statement of the outcome of the internal appeal, including detailed reasons for the outcome.

7.8. If you remain dissatisfied with the outcome of the internal appeal you have the right to appeal the decision externally. ASA will advise you within 10 working days of your right to access an external complaints and appeals process.

Overseas students

The Office of the Commonwealth Ombudsman investigates complaints that international students have with private education providers. A private education provider can be a school, college or university in Australia. The Office of the Commonwealth Ombudsman provides support to future, current or former students.

Commonwealth Ombudsman. Overseas Students, How we can help:

<https://www.ombudsman.gov.au/How-we-can-help/overseas-students>

Phone: 1300 362 072 (within Australia), or +61 2 6276 0111 (outside Australia).

7.9. If the internal or any external complaints handling or appeal process results in a decision or recommendation in your favour, the School will immediately implement the decision or recommendation and/or take the preventative or corrective action required by the decision and advise you of that action.

7.10. At all times the assessment of your complaint or appeal will be conducted in a professional, fair and transparent manner.