

STUDENT FEES, CHARGES, AND REFUND POLICY

Policy Code	FIN02
Policy Lead	Chief Executive Officer / Principal
Approving Authority	Board of Directors
Approval date	21 November 2024
Commencement	28 November 2024
Next Review Date	January 2027
Version	2024.4
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,) 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) Education Services for Overseas Students Regulations 2019 (Cth) (ESOS Regulations) Tertiary Education Quality and Standards Agency Act 2011 (TEQSA Act) Higher Education Provider Amendment (Support for Students Policy) Guidelines 2023 (Cth) Corporations Act 2001 (Cth) (Corporations Act) Competition and Consumer Act 2010</p>
Related ASA Documents	<p>Student Fees, Charges, and Refund Procedure Deferral, Suspension, and Cancellation Policy and Procedure Student Admissions Policy Student Admissions Procedure Student Enrolment and Attendance Policy and Procedure Student Grievance Policy Student Grievance Procedure</p>

1. Purpose

This Policy provides clarity and transparency for applicants and students at ASA Institute of Higher Education (**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
Administration of Refund fee	The fee that is charged to process the return of funds to an applicant / student’s nominated account if their refund application is successful. If no refunds are provided, this fee is not charged.
applicant	A person who has applied to study at ASA.
application fee	The fee that is charged to assess an applicant’s request for enrolment in a course of study.
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.
commencement date	Indicates the month and year in which the student commenced the current course for the first time.
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.
material fee	A fee charged on a per unit basis that fund materials and resources, such as IT facilities and learning resources. Material fees are classified as tuition fees.
non-tuition fees	Non-tuition fees are fees paid to ASA by an applicant or student, or from another source on their behalf, that do not relate directly to the provisions of a course. These can include, but are not limited to, payment plan fees, postage fees, or additional transcripts as examples.
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.
tuition fees	Tuition fees are fees that ASA receives from an applicant or student, or from another source on their behalf, that are directly related to the provision of the course.

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 for 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 (**LoO**), which forms the Written Agreement referenced in the National Code 2018 once an applicant completes the acceptance process as specified in the *Student Admissions Policy* and associated procedure.
- ASA may charge a Material fee per unit of study. These fees fund materials and resources, such as IT facilities and learning resources.
- 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 four (4) 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 two (2) 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.
- Domestic students are required to pay two (2) units of tuition fee upfront to accept their offer and then must pay their remaining fees for each study period on or before census.

7. Application fees and charges

Applicants and students should be aware that there are other fees and charges that are required as part of the application process. The fees and charges listed below are not refundable:

- Application Fee (per course)
- Administration of Refund fee, applied when a refund is processed.

8. 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 below 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 fees and charges are generally non-refundable and may include:

- b. Advanced Standing Assessment Fee (post enrolment)
- c. Replacement Testamur and other official documents
- d. Early release of Testamur
- e. Interim Transcript Fee
- f. Postage charges (as applicable)
- g. Payment Plan fee
- h. Late payment fee
- i. Additional printing (in excess of allocation/unit) charges
- j. Replacement Student ID card fee
- k. Replacement cost for lost Library items
- l. Replacement cost for lost and/or damaged devices or equipment

Please refer to the Current Students tab of the ASA website for current amounts for the above fees and charges <https://asahe.edu.au/>.

9. Payment

- Students are responsible for the on-time and full payment of their tuition fees and other fees and charges using the methods provided by ASA.
- ASA will provide clear, written 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 working days' notice will be provided. Communication will be via email or other written communication.
- Students who are experiencing financial difficulties may apply for a Payment Plan, in order to pay their tuition fees in specified instalments. The student will need to make this request by filling in the *Payment Plan Form* and paying the Payment Plan Fee.
- Any instalment plan that is put in place will require all fees to be paid by the date as specified in the Payment Plan.

10. Penalties for non-payment

Where a student does not make payments as agreed and owes monies to ASA, ASA may at its discretion apply a range of penalties, including:

- Charging a late fee.
- Preventing enrolment in the current or subsequent study period.
- Restricting release of results and official credentials or documents.
- Restricting access to some or all of ASA systems.
- Cancelling a course enrolment via the process described in the *Deferral, Suspension, and Cancellation Policy and Procedure*.
- Employment of a debt collection agency to recover outstanding amounts.

11. Enrolment Variation or Cessation

ASA may charge an applicant/student for deferral, withdrawal, or cancellation of their course depending on the circumstances of the cessation. If an applicant or student requests a refund, they should note that there may be some fees and charges that are not eligible for a refund. These costs are listed in Section 7b-n of this policy.

Requests for refunds should consider the notification period, the associated charges and retained amounts as stated in Table 1 and Table 2 below.

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

Commencing International Students (Course)		
Reason	Notification Period	Charges/Retained fees
Deferral	3 weeks prior to commencement date.	<ul style="list-style-type: none"> • Tuition Fees will be credited to next study period • Application Fee/s
Visa application withdrawn		Treated as a cancellation / withdrawal from course – see rows below.
Cancellation/Withdrawal from Course	More than 10 weeks before Course commencement date	<ul style="list-style-type: none"> • Application Fee/s • Administration of Refund fee
Cancellation/Withdrawal from Course	Between 4 and 10 weeks before Course commencement date	<ul style="list-style-type: none"> • 30% of required deposit paid • Application Fee/s • Administration of Refund fee
Cancellation/Withdrawal from Course	Within 4 weeks before Course commencement date	<ul style="list-style-type: none"> • 60% of required deposit paid • Application Fee/s • Administration of Refund fee
Cancellation/Withdrawal from Course	After the Course commencement date but on or before financial census date	<ul style="list-style-type: none"> • 75% of required deposit paid • Application Fee/s • Administration of Refund fee

Cancellation/Withdrawal from Course	After financial census date	<ul style="list-style-type: none"> • 100% of required deposit paid • Application Fee/s • Administration of Refund fee if applicable
Admission was obtained based on fraudulent or misleading documents or information	At any time that fraud is confirmed.	<ul style="list-style-type: none"> • 100% of required deposit paid • Application Fee/s • Administration of Refund fee if applicable
Breach of student visa conditions, visa cancellation or failure to comply with enrolment conditions	Within initial 6 month required study period	<ul style="list-style-type: none"> • 100% of tuition fees paid • Application Fee/s • Administration of Refund fee if applicable
Failure to start a course on the agreed day while student has already been granted a visa	After commencement date	<ul style="list-style-type: none"> • 100% of unused tuition fees • Application Fee/s • Administration of Refund fee if applicable
Students transferring and cancelling their CoE before completing 6 months of their course	Within initial 6 month required study period	<ul style="list-style-type: none"> • 100% of tuition fees paid • Application Fee/s • Administration of Refund fee

Table 2: Enrolment Variation Refund reasons, notification periods, charges, and non-refundable proportions of deposits for continuing students.

Continuing International Students (Course)		
Reason	Notification Period	Charges/Retained fees
Withdrawal from Course	After the start of the study period but before the financial census date of any study period	<ul style="list-style-type: none"> • 70% of study period tuition fees • Non-tuition Fee/s • Administration of Refund fee
Withdrawal from Course	After financial census date of any study period	<ul style="list-style-type: none"> • 100% of the study period tuition fees • Non-tuition Fee/s • Administration of Refund fee if applicable
Breach of student visa conditions, visa cancellation or failure to comply with enrolment conditions	On or before financial census date of any study period	<ul style="list-style-type: none"> • 100% of study period tuition fees • Non-tuition Fee/s • Administration of Refund fee if applicable
Leave of Absence	On or before financial census date of any study period	<ul style="list-style-type: none"> • Tuition Fees will be credited to next study period • Non-tuition Fee/s
Leave of Absence	After financial census date of any study period	<ul style="list-style-type: none"> • Cancellation charges will depend on the outcome of the student's application for the Withdrawal Without Financial Penalty. • Non-tuition Fee/s • Administration of Refund fee if applicable
Student enrolment is cancelled by ASA due to unsatisfactory academic progress	At the completion of internal and/or external appeal process	<ul style="list-style-type: none"> • 100% of unused study period tuition fees • Non-tuition Fee/s • Administration of Refund fee if applicable
Student enrolment is cancelled by ASA due to non-enrolment prior to	N/A	<ul style="list-style-type: none"> • 100% of unused study period tuition fees • Non-tuition Fee/s

financial census date for that study period		<ul style="list-style-type: none"> Administration of Refund fee if applicable
Student's request for release is rejected	N/A	<ul style="list-style-type: none"> 100% of Tuition Fees will be credited or retained Non-tuition Fee/s
International Students (Unit)		
Reason	Notification Period	Charges/Retained fees
Withdrawal from a unit	On or before financial census date	<ul style="list-style-type: none"> Tuition Fees will be credited to next study period Non-tuition Fee/s Administration of Refund fee
Withdrawal from a unit	After financial census date	<ul style="list-style-type: none"> 100% of tuition fees Non-tuition Fee/s Administration of Refund fee

12. Specific 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.

12.1 Visa related circumstances

A student may seek to defer or withdraw from their course for one of the below reasons:

1. An application for an Australian student visa is refused.
2. Approval of an Australian student visa is delayed for longer than 12 months for reasons beyond the student's control.
3. A Student's visa is cancelled, or visa renewal application is rejected.

ASA will, upon receipt of evidence of one of the three reasons above, action all of the following:

- Provide a refund of any **tuition** and **non-tuition fees** paid, less 5% or \$500 (whichever is lesser).
- Retain the application fee/s.
- Apply an Administration of Refund fee to the account.

12.2 Compassionate and compelling 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:

1. 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.
2. Compassionate and compelling circumstances. These circumstances can include, but are not limited to:
 - i. serious illness or injury, where a medical certificate states that the student was unable to attend classes;
 - ii. bereavement of close family members such as parents or grandparents;
 - iii. major political upheaval or natural disaster in the home country requiring emergency travel which has impacted on the student's studies;
 - iv. 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.

12.3 Provider initiated circumstances

When a student does not commence or complete their course for the below reason:

1. The offer of a place is withdrawn by ASA, not related to fraud.

ASA will action all of the following in the above circumstances:

- Provide a full refund of any **tuition** and **non-tuition fees** paid.
- Provide a full refund of the application fee.
- Retain any other fees listed as non-refundable in section 8b-l of this document.

13. Grounds for Refund Refusals

ASA will not provide any refund where one of the following applies:

- a. 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.
- b. The applicant/student is found to have supplied fraudulent, forged, or deliberately misleading documentation to ASA or the Department of Home Affairs.
- c. The applicant/student's enrolment is suspended or cancelled by ASA due to a breach of student visa conditions or any illegal or unlawful conduct by the student.
- d. 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.
- e. The applicant/student has withdrawn from a course or unit after the census date has passed.

14. Tuition Protection

14.1 International Students

In the unlikely event that ASA is unable to deliver a course in full (Provider Default), 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 14 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. Payment of Approved Refunds

All approved refunds will be paid within 28 working days from the date of receipt of the New Refund Request Form, unless a refund is requested due to Provider Default. The *Refund Form* is available on the ASA website under Current Student - Policies and Forms.

All refunds must be paid in Australian dollars into the bank account from which the fees were originally paid as standard unless otherwise authorised. If payment to a different account is required, applicants or students must complete the authorisation portion of the *Refund Form* to allocate the refund to a specific individual or organisation. ASA will not authorise tuition fee transfers to any other institution or to other students.

16. 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*.

17. 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

2. 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.

18. Version Control

This Policy has been reviewed and approved by the ASA Board of Directors as at November 2024 and is reviewed every three years.

This Policy, with associated Procedure, are published and available on the ASA 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:
2024.4	Director Student Experience	Payment Plan implemented to support students with financial difficulty. Refund processing period amended to suit the current operation and ESOS Calculation of Refund Update 2024.	21/11/2024	28/11/2024
2024.3	Project Officer	Document formatting updated to reflect change of Trading Name to ASA Institute of Higher Education	28/06/2024 by CEO	01/07/2024
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
Previous version archived. New Policy code and numbering system implemented.				
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