

## Fee Payment & Refund Policy

### 1. Purpose

The purpose of this policy is to provide information in relation to Fee payment & refund of course money to students in accordance with the requirements of 'Standard 3' of the National Code 2018 and clause 5.3 of the Standard for RTOs 2015.

This fee payment & refund policy is consistent with the requirements of ESOS Act, policy in relation to refunds of tuition fees and non-tuition fees in the case of student default and Provider default i.e., institute's default.

The policy provides students with information on the amounts that may or may not be repaid to the overseas students (including any tuition and non-tuition fees collected by education agents on behalf of Australian School of Commerce.

This Refund policy and procedures has been documented to ensure all students are treated fairly and with integrity when applying for refunds.

### 2. Scope

This policy applies to all students currently studying or formally enrolled at M.S Aviation Pty Ltd T/A Australian School of Commerce. Applicants are advised to ensure that they understand the Fee payment & Refund Policy. Refunds will be available only under certain circumstances as mentioned in this policy below.

### 3. Responsibility

The Administration Officer will be responsible for the implementation, monitoring, and interpretation of this policy.

Australian School of Commerce will ensure that learners are aware about their rights to obtain a refund for the services not provided by the institute in the event the:

- Arrangement is terminated early; or
- Australian School of Commerce fails to provide agreed services

### 4. Definitions

**Tuition Fee:** Tuition Fee is a compulsory academic fee payable by students for courses offered by the institute. It does not include course material fees and other applicable fees or costs.

**Tuition Protection Service (TPS):** Tuition Protection Service is a protection scheme for international students whose provider cannot fully deliver a course for which the student has paid. The TPS ensures that international students can either:

- a. complete their studies in another course or with another education provider or
- b. receives a refund of their unspent tuition fees.

**Agreed Start Date/Course Commencement:** Agreed Start Date (Course Commencement) means the day on which the course was scheduled to start as per the student's Confirmation of Enrolment (CoE), or a later date agreed between student and the RTO (i.e., Australian School of Commerce in this case) for the start of the course.

**Course Material Fee:** A fee charged for the cost of providing course materials for theory and practical study, handouts, or printed reading materials (if any), student guides and resource materials that are retained by the student as his/her personal property.

**Application Fee:** Application fee is a one-time fee payable at the admission to cover administration cost associated with enrolment and it is non-refundable fee in event of withdrawal. Condition applies.

**Term:** A term is referred to a study period of 12 - 24 weeks excluding Holidays.

**Withdrawal from the Course:** Withdrawal refers to a student's deferral, suspension, or cancellation of enrolment in courses offered by the institute.

**DHA:** Department of Home Affairs

**Provider Default:** Provider default means when a provider fails to start or finish providing a course to a student at the location on the agreed starting day,

**Student Default:** This means when a student fails to start or finish a course with a provider, withdraws from the course, or when provider refuses to provide, or continue providing, the course to the student due to:

- failure to pay an amount that he/she is liable to pay to the provider,
- Student breached a condition of his/her student visa, or misbehaviour by the student.

## 5. Requests for Refund of Tuition fees.

A student who wishes to apply for a refund of tuition fees in accordance with this Refund Policy should do so by completing a Refund Application form available at the Australian School of Commerce reception or on the Australian School of Commerce's website at [www.asoc.edu.au](http://www.asoc.edu.au) and submit with other supporting documents to:

Administration Officer

M.S Aviation Pty Ltd t/a Australian School of Commerce

Melbourne Campus: Level 4, 123-129 Lonsdale Street Melbourne, Victoria 3000 Australia

Hobart Campus: Level 4, 18 Elizabeth Street, Hobart Tasmania 7000 Australia

Or

Email us at [apply@asoc.edu.au](mailto:apply@asoc.edu.au)

## 6. Policy

It is important that learners are aware of the institute's Fees Payment policy and the Fees Refund Policy before they sign the agreement.

### I. Payment of Tuition Fees

- a. The initial tuition fee, application fee and material fee as stated in the offer letter must be paid in advance before the commencement of the course for confirmation of enrolment at institute.
- b. Students are not required to pay more than 50% of the student's total tuition fee for a course before the student begins the course. Australian School of Commerce will not accept more than 50% of tuition fee upfront unless the course duration is 25 weeks or less.
- c. Students are not required to pay more than the initial tuition fee amount as stated on the offer letter (or 50% of the tuition fee) before the start of the course. However,

students can choose to pay more than 50% if they wish to do so. Any amount of fees paid before the start of the course will be reflected on the Confirmation of Enrolment (COE).

- c) Any remaining tuition fees can be paid through payment plan arrangements. All students are required to understand and sign the fees agreement which states the next instalment amounts with the due dates. All due dates on the tuition fees will be kept at standard 15th of every month.
- d) Student must pay full tuition fees for each term by the due date or as specified in the payment plan unless any other payment plan/arrangement is agreed with the institute.
- e) Tuition fees will be payable to the Institute by a bank draft or telegraphic transfer (or other approved payment options) in Australian dollars as agreed by the institute.
- f) Students must pay their fees directly to the Australian School of Commerce. Students should not pay the fee to the agent and/ or third party in relation to the application for enrolment.

#### *Reminder letter*

In case student's installment falls on a particular month, a friendly email reminder along with the first warning letter will be issued to the student after 7 working days of the date when the student has missed the payment i.e., 7 working days after the "due date". Students may also be informed via phone call or post for initial reminder.

After sending the first warning letter, if the student fails to make the payment again and does not communicate with the accounts department, a second warning letter will be issued to the student after 7 Working days of sending the first warning letter. Students will be provided with 7 more working days to make the payment or to request for an extension. Students may call Australian School of Commerce on 1300 781 194 for any further enquiries.

- g. If a student fails to make the payment of the outstanding fees even after a final notice and/or email, "Intention to cancel Enrolment" letter will be sent to the student. Student's enrolment will be cancelled after 20 working days of final notice. The suspension of enrolment will cause following restrictions to apply:
  - i. Loss of access to the institute library service, Learning Management System, classroom, computer system including internet and others.
  - ii. Loss of access to enrolment records, results, and academic certificates.
  - iii. Inability to attend any classes where this may result in students having to repeat missed work and/units.

The student has the right to appeal against the decision from the date of letter. Refer to complaints and appeal policy for information available on Australian School of Commerce's website. If the student decides to appeal against the decision, his/her enrolment will be kept active until both internal and external appeal process is completed.

- h) If students choose not to appeal against the institute's decision and makes no further payment or do not contact the institute concerning their debt, their enrolment may be cancelled, and the student will be reported to the Department of Home Affairs for non-payment of fees after 20 working days.

i) If student decides to not appeal against the decision and accepts to pay the fees, then students will be required to pay the full dues along with late fee of \$50 per week.

j) An additional fee for re-assessments will be applicable as:

Students will be given a total of 3 attempts including one original, the first two reassessment attempts will be free of cost; however, reassessment fee for the third reassessment will incur a fee of \$300.

Cost of reassessment will be as follows:

- 1st Original submission: Free of cost
- 2nd Reassessment fee: Free of cost
- 3rd Reassessment fee: \$300

If student fails in the 3rd reassessment, then students will have to repeat unit. Repeat unit fee- \$300.

k) Students who enrol on additional courses will be required to pay a separate tuition fee as specified for the course.

l) The tuition fee charged to the student will remain the same provided the student remains enrolled in the same course. If the student transfers the course, tuition fee for the transferred course will be applied.

**Please Note:** Fees are subject to change without prior notice. However, fees will remain the same once the student is enrolled on a course. Students are advised to contact student administration for updated fees and charges.

m) If student's visa status changes (e.g., becomes a temporary or permanent resident), student will continue to pay full overseas student fees for the duration of the enrolled program.

n) Australian School of Commerce reserves the right to engage in any third party to recover any outstanding fees payable to the institute. The cost incurred to the Institute for engaging a third party to recover such outstanding fees will be charged to the student.

o) All refund applications will be submitted to the student administration department and the following procedures will be followed in assessing the application.

p) All 'refunds' will be approved by the Administration Officer and the applications will be processed within 10 working days of the application being placed.

## 7. Procedures

**All students' refunds are conditional on the following:**

### A. COURSE WITHDRAWAL

- i. Where a written notice of withdrawal is received by the institute **at least 12 full weeks or more before the agreed start date** of the course or term, the institute will refund 100% of the fee received except application fee.
- ii. Where the institute receives a written notice of withdrawal within **6 to 11 full weeks before the agreed start date** of the course or term, the institute will refund 50% of the fee received except application fee.
- iii. Where the institute receives a written notice of withdrawal within **5 full weeks or less before the agreed start date** of the course or term, no refund will be provided.
- iv. Where the institute receives a written notice of withdrawal after the start date of the course or term, no refund will be provided.
- v. Where the student defaults, including withdrawing from a course, after the course/term start date, student are liable to pay full tuition fee and there will be no refund of paid tuition fees.

- vi. It should also be noted that if your enrolment falls within no refund timelines before the agreed start date of the course, then there will be no refund before.

**For example: If a student enrolls in week 5 before course start date, he/she will not be eligible for refund as enrolment falls in no refund time of 5 full weeks prior to the agreed start date of the course.**

- vii. If the refund application is approved, Refund will be paid within the period of 28 days (20 working days) after receiving written notification/claim from the student and relevant forms duly signed by the student.
- viii. The institute must have received funds for any refunds to be made available (i.e., cheques are cleared, telegraphic transfers have been received).

## **B. STUDENT DEFAULTS**

An overseas student or intending overseas student defaults, in relation to a course at a location, if the student himself/herself initiates termination of enrolment like:

- a. the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- b. the student withdraws from the course at the location (after the agreed starting day); or
- c. the institute refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
  - the student failed to pay an amount payable to the institute for the course.
  - the student breached a condition of his/her student visa.
  - misbehavior by the student (Note: the student is entitled to natural justice under subsection 47A (3))

Note: If students do not commence studies in a course (i.e., the student does not start the course on that day) or when they are due to commence and have not notified the institute in writing then student's enrolment will be cancelled based on non-commencement of studies within 31 days of the course commencement.

A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because the provider defaults in relation to the course at the institute.

Australian School of Commerce will pay the refund to the following person:

- a. the student
- b. if a person (other than the student) is specified in this written agreement to receive any refund- the specified person.

Australian School of Commerce will pay the refund within the period of 20 working days after receiving a written claim from the student.

## **C. VISA REFUSAL**

If a student visa application or visa renewal is refused by the Australian Government prior to commencement, a refund of course fees will be made, and visa refusal refunds will be calculated in accordance with the legislative instrument under subsection 47E (4).

The calculation under subsection 47E (4) is as follows:

The amount of unspent pre-paid fees that the institute must refund the student for the purpose of Subsection 47E (2) of the Act is the total amount of the pre-paid fees the provider received for the course in respect of the student less the following amount the lesser of:

- a. 5% of the total amount of pre-paid fees that the provider received in respect of the student for the course before the default day; or
  - b. the sum of \$500.
- Whichever is lesser

Students must provide the institute with substantiated evidence of their student visa refusal.

If an international student currently in Australia has their student visa application refused by Department of Home Affairs (DHA) after the commencement of their studies; refund will be calculated as follows:

*The refund amount = weekly tuition fee x the number of weeks in the default period*

- a. The weekly tuition fee = total tuition fee for the course / number of calendar days in the course x seven (7). This amount is rounded up to the nearest whole dollar.
- b. The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates / seven (7).

No refunds will be granted where an international student currently in Australia has their student visa cancelled by the Department of Home Affairs (DHA) for a breach of visa conditions.

#### **D. PROVIDER DEFAULT**

- i. In the unlikely event that the institute is unable to start or deliver the course (known as provider default), the student can choose to accept either:
  - A refund of course fees, which will be issued to the student within 14 days. or
  - be placed in an alternative course with the institute or another provider. If the student chooses this option, they must sign a new written agreement to indicate they have accepted the placement.
- ii. If the student chooses to receive a refund of course fees, the institute will calculate the unspent portion of tuition fees paid to date (i.e., tuition fees the student has paid for, but which has not been delivered by the institute). The refund will be paid 14 days after cessation of the course.
- iii. If the institute is unable to provide a refund or place the student in an alternative course, the TPS will provide the student with options for suitable alternative courses (if any such courses are available), or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director.

## REFUND PROCESS

- a. Student must apply for refund using the Refund Application Form available on Australian School of Commerce's website [www.asoc.edu.au](http://www.asoc.edu.au) along with the evidence and supporting documents. Such documents may include, but are not limited to:
  - a completed Refund application form provided by the institute,
  - a letter from DHA advising of a rejection of the student visa application or a refusal to extend a student visa,
  - Proof of extenuating circumstances of a compassionate nature.
- b. Refunds will be made within 28 days (i.e., 20 working days) of the receipt of completed refund application form along with full supporting document by the institute.
- c. Student can nominate a person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act 2000.

## PAYMENT OF REFUNDS

Refunds will be paid in Australian dollars via bank transfer to the bank account number nominated by the student on the refund application form.

Refund to International banks is made in the Australian currency whereby student will receive refund amount equivalent to Australian Dollar exchange rate on the date of transfer.

### **Note: Timeline for refund**

It is to be noted that refund will be made available to students differently based on student's default and provider's default.

**In case of Student default:** Refund will be paid within the period of 28 days (20 working days) after receiving written notification/claim from student and relevant forms duly signed by the student.

**In case of Provider's default:** Refund will be paid within the period of 14 days after cessation of the course.

**Please refer to the course refund table below for details:**

| AUSTRALIAN SCHOOL OF COMMERCE COURSE FEE REFUND TABLE   |  |                         |                 |
|---|--|-------------------------|-----------------|
| Refund circumstances  | Refund of Tuition Fees paid  | Refund of Material Fees | Application Fee |
| Withdrawal at least <b>12</b> full weeks or more prior to agree start date.   | 100%   | 100%                    | No refund       |
| Withdrawal between <b>6</b> to <b>11</b> full weeks prior to the agreed Start Date.                                     | 50%  | 100%                    | No refund       |
| Withdrawal in <b>5</b> full weeks or less   | No refund  | No refund               | No refund       |
| Withdrawal after course start date  | No refund  | No refund               | No refund       |
| Course withdrawn by the institute   | 100%   |                         |                 |
| Application rejected by the institute   | 100%   | 100%                    | No Refund       |
| The course is not provided fully to the student because the institute has a sanction imposed by a government regulator. | Refund of unused portion of tuition fees for future terms  | No refund               | No refund       |
| Visa refused prior to course commencement   | Total amount of the pre-paid fees received by Australian School of Commerce for the course in respect of the student course less the following amount<br>(a) 5% of the total amount of pre-paid fees that the institute received in respect of the student for the course before the default day; or<br>(b) a maximum sum of \$500 whichever is lesser |                         |                 |
| Visa is refused after commencement of studies due to not meeting visa requirements                                      | The refund amount = weekly tuition fee x the number of weeks in the default period<br>a. The weekly tuition fee = total tuition fee for the course/ number of calendar days in the course x 7.<br>This amount is rounded up to the nearest whole dollar.<br>b. The number of weeks in the default period = number of                                   | No refund               | No refund       |

|  | calendar days from the default day to the end of the period to which the payment relates /7 |           |           |
|--|---|-----------|-----------|
| RPL fee  | No refund if Statement of Attainment 'is provided   | No refund | No refund |
| Visa refused due to submission of fraudulent documents by or on behalf of the student  | No refund   | No refund | No refund |
| Withdraws from the course without notification or breaches their Visa conditions   | No refund   | No refund | No refund |
| Visa cancelled due to actions of the student   | No refund   | No refund | No refund |
| Student abandons the course  | No refund   | No refund | No refund |
| The institute cancels an enrolment due to serious student misconduct   | No refund   | No refund | No refund |
| Note: If a student's enrolment falls within no refund timelines before the agreed start date of the course and the student decides to withdraw from the course, then there will be no refund.<br>For example: If a student enrolls in week 5 before course start date, he/she will not be eligible for a refund if student withdraws from the course as enrolment falls in no refund time of 5 weeks prior to the agreed start date of the course. |   |           |           |

## STUDENT'S RIGHTS TO APPEAL

Any student who is refused a refund by the institute may appeal within 20 days in writing to the Complaints and Appeals officer and follow the complaints and appeal process of the Australian School of Commerce.

The institute's appeal process does not restrict the student's right to pursue other legal avenues.

The written agreement and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to act under the Australian Consumer Law if the Australian Consumer Law applies.