

Fee Payment & Refund Policy

1. Purpose

1.1 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 ESOS Act, 'Standard 3' of the National Code 2018 and clause 5.3 of the Standard for RTO 2015, that states "Where the RTO collects fees from the individual learner, the RTO provides or directs the learner to information prior to enrolment of the commencement of training and assessment, whichever comes first, specifying:

All the relevant fee information including:

- fees that must be paid to the RTO, and
- payment terms and conditions including deposits and refunds
 - the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies
 - the learner's right to obtain a refund for services not provided by the RTO in the event the:
 - arrangement is terminated early, or
 - the RTO fails to provide the agreed services.

1.2 This fee payment & refund policy is in consistent with the requirements of ESOS Act, in relation to refunds of the tuition fees and non-tuition fees in the case of student default and ASOC.

2. Scope

This policy applies to all the students currently studying or formally enrolled at Australian School of Commerce (ASOC) and all ASOC staff who deal with the matters concerning ASOC's courses. Applicants are advised to ensure that they understand the "Fee payment & Refund Policy". Refunds will only be available under certain circumstances.

3. Responsibility

Administration Manager is responsible for the implementation, monitoring and interpretation of this policy.

ASOC will ensure that the learners are aware about their rights to obtain refund for services not provided by the school in the event the:

- Arrangement is terminated early; or
- ASOC fails to provide agreed services

4. Definitions

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

Tuition Protection Service (TPS): The 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 are able to either:

- a. Complete their studies in another course or with another education provider or
- b. Receive 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 the school and the student for the start of the course.

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Course Material Fee: A fee charged for the cost of providing course materials for theory and practical study, textbooks, student guides and resource materials that are retained by the student as his/her personal property.

Enrolment Fee: An enrolment fee is a non-refundable fee payable for enrolling in the school and is in addition to the tuition fees.

Term: A term is referred to a study period of 26 weeks excluding holidays.

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

DHA: Department of Home Affairs

Provider Default: Provider default means when a provider i.e. ASOC 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 the 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 misbehavior 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 filling up a Refund Application form available at the ASOCs reception or on the ASOC website at www.asoc.edu.au and submit with other supporting documents at one of the location where you are enrolled:

Administration Manager
Australian School of Commerce,
Level 4, 123-129 Lonsdale Street Melbourne, Victoria 3000 Australia
or
Level 4, 18 Elizabeth Street, Hobart, Tasmania 7000

Or

Email at apply@asoc.edu.au

6. Policy

It is important that the learners are aware about ASOC's "Fees payment and Refund policy" before they sign the agreement.

Fees

1. Fees may include tuition fee, non-refundable application fee, material fee, and any other charges such as re-issuance of qualification certificates / statements of attainment.
2. Tuition fees is a fee that is directly related to provision of a course.
3. Tuition fees does not include the Overseas Student Health Cover (OSHC), books and/or other materials required to undertake the program or compulsory activities where relevant (such as fieldwork or excursions).
Note: Detailed list of the fees that must be paid to ASOC is available on the student handbook and ASOC's website. Students may call the school for further details.
4. All relevant fees is clearly mentioned in the Application Form and Letter of Offer and written Agreement.
5. Prior to a student enrolling, the fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length

is extended by the student, then the student will be required to pay the remaining amount resulted due to increased fees for the extended component of the course.

6. Students are entitled to 3 assessment attempts for each assessment task where they have been marked NYC on submission of their assessment. First 2 attempts will be free of charge and the 3rd attempt will incur a fee. If the student is unsuccessful after 3 assessment attempts, they will be required to repeat the unit and **pay** the repeat unit fee. Students can send an email at info@asoc.edu.au for any queries.

I. Payment of Tuition Fees

a. The initial tuition fee, enrolment fee and material fee (if applicable) as stated in the offer letter must be paid in advance before the commencement of the course for confirmation of enrolment at the school.

b. 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 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 installments amount with the due dates. All due dates on the tuition fees are 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 invoices unless any other payment plan/arrangement is agreed with the school.

e. Tuition fees will be payable to the school by a bank draft or telegraphic transfer (or other approved payment options) in Australian dollars made payable to the school.

f. Student must pay their fee directly to Australian School of Commerce. Students should not pay the fees to an agent and/or third party in relation to the application for enrolment and tuition fee.

g. Reminder Letter and SMS

In case the student installment falls on a particular month, a friendly SMS reminder along with the Notification Letter (Reminder to Pay) is sent to the students in the first week of following month to give time to students to arrange their funds.

h. 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 school 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 ASOC'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.

i. If students choose not to appeal against the school's decision and makes no further payment or do not contact the school 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.

j. 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.

k. An additional fee for re-assessments will be applicable when:

- Students have to undergo reassessment after two additional attempts. (Reassessment fee), or
- Students have to repeat a subject (unit fee).

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

m. 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. Students are advised to contact student administration for updated fees and charges.

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

o. ASOC reserves the right to engage in any third party to recover any outstanding fees payable to the school. The cost incurred to the school for engaging a third party to recover such outstanding fees will be charged to the student.

p. ASOC applies the following procedures to ensure all the students are treated fairly and with integrity when applying for refunds.

q. All refunds applications will be submitted to the student administration department and the following procedures will be followed in assessing the application.

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

7. Procedure

All students' refunds are conditional on the following:

A. COURSE WITHDRAWAL

- Where a written notice of withdrawal is received by the School at least **12 full weeks or more before the agreed start date** of the course or term, the School will refund 100% of the fee received except application fee.
- Where a written notice of withdrawal is received by the School within **6 to 11 full weeks before the agreed start date** of the course or term, the school will refund 50% of the fee received except application fee.
- Where a written notice of withdrawal is received by the School within **5 full weeks or less before the agreed start date** of the course or term, no refund will be provided.
- Where a written notice of withdrawal is received by the School **after the start date** of the course or term, no refund will be provided.
- Where the student defaults, including withdrawing from a course, after the course/term start date, students will be liable to pay full tuition fee for that study period and there will be no refund of paid tuition fees.
- It should also be noted that if the student's enrolment falls within no refund timelines before the agreed start date of the course, then there will be no refund.

For example: If a student enrolls in week 5 before the course start date, he/she will not be eligible for refund as the enrolment falls in no refund time period 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 20 working days after receiving a written notification/claim from the student and relevant forms duly signed by the student.
- viii. The School must have received funds in order 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 the location, if the student himself/herself initiates termination of enrollment 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 School refuses to provide, or continue providing, the course to the student at the location because of one or more of the followings:
 - i. the student failed to pay an amount payable to the provider for the course;
 - ii. the student breached a condition of his/her student's visa and his/her visa has been refused;
 - iii. 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 School in writing within 14 days of the course commencement, then student's enrolment will be cancelled on the basis of non-commencement of studies.

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 School.

ASOC will pay the refund to the following person:

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

ASOC will pay the refund within the period of 20 working days after receiving written claim from the student.

C. VISA REFUSAL

If a student's visa application or visa renewal is refused by the Australian Government, a refund of course fees, less application fee, will be made and visa refusal refunds will be calculated in accordance with the legislative instrument under subsection 47E (2).

The calculation under subsection 47E (2) is as follows:

The amount of unspent pre-paid fees that the provider must refund the student for the purpose of

Subsection 47E (2) of the Act is the total amount of the pre-paid fees that 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.

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

If an international student currently in Australia has their student visa application refused by the 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 7. This amount is rounded up to the nearest whole dollar.

b. Weeks in default period: number of calendar days from the default day to the end of the period to which the payment relates/7

or

The number of weeks in the default period = the number of weeks (i.e. calendar days divided by 7, rounded up to the nearest whole number) in the unexpired portion of the course after the default day, in relation to which ASOC has received tuition fees.

If ASOC has only received an installment of tuition fees for part of the course, the weeks in default period would be the number of weeks between the default day and the end of the part of the course to which the installment relates.

If the number of weeks calculated is not a whole number, round the number up to the nearest whole number.

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.

If Visa refused due to the submission of the fraudulent documents by or on behalf of the student, no refund will be provided to the student.

D. PROVIDER DEFAULT

- I.** In the unlikely event that the School is unable to start or deliver the course (known as provider default), the student can choose to accept either:
 - i.* A refund of course fees, which will be issued to the student within 14 days.
 - ii.* Or be placed in an alternative course with the School or another provider. If the student chooses this option, they must sign a new written agreement to indicate that they have accepted the placement.
- II.** If the student chooses to receive a refund of course fees, the School 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 School). The refund will be paid within 14 working days after the cessation of the course.
- III.** If the School 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.

E. SPECIAL CIRCUMSTANCES

Where a student withdraws from the course and returns home because of exceptional and extenuating circumstances of a compassionate nature, such as a death or severe illness in the immediate family, 100% of all the unspent fees paid, less any application fees, will be refunded.

I. REFUND PROCESS

- a. The Student must apply for refund using the *Refund Form* available on the website or from the reception, along with the evidence and supporting documents. Such documents may include, but are not limited to:
 - i. a completed refund application form provided by the School
 - ii. a letter from DHA advising of a rejection of the student visa application or a refusal to extend a student visa,
 - iii. Proof of extenuating circumstances of a compassionate nature.
- b. Refunds will be made within 28 days (20 working days) of the receipt of completed refund application form along with full the supporting documents by the School (*in case of student's default*).
- c. Refunds will be made within 14 working days of the receipt of completed refund application form along with the full supporting documents by the School (*in case of ASOC default*).
- d. 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.

II. PAYMENT OF REFUNDS

- a. Refunds will be paid in Australian dollars via bank transfer to the bank account number nominated by the student on the refund application form.
- b. Refund to International banks will be made in the Australian currency whereby the 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 the student's default and providers (ASOC) default.

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

| ASOC COURSE FEE REFUND TABLE | | | |
|--|--|-------------------------|-----------------|
| Refund Circumstances | Refund of Tuition Fees Paid | Refund of Material Fees | Application Fee |
| Withdrawal at least 12 full weeks or more prior to agreed start date. | 100% | 100% | No refund |
| Withdrawal between 6 to 11 full weeks prior to the agreed Start date. | 50% | 100% | No refund |
| Withdrawal in 5 full weeks or less | No refund | No refund | No refund |
| Withdrawal after the course start date | No refund | No refund | No refund |
| Course withdrawn by the School | 100% | 100% | 100% |
| Application rejected by the School | 100% | 100% | No Refund |
| The course is not provided fully to the student because the School 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 the course commencement | Total amount of the pre-paid fees received by ASOC for the course in respect of the student course less the following amount (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) a maximum sum of \$500 whichever is lesser | 100% | No refund |
| Visa is refused after the commencement of the studies due to not meeting visa requirements. | 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 7. This amount is rounded up to the nearest whole dollar. | No Refund | No refund |

| | | | |
|--|--|-----------|-----------|
| | 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/7 | | |
| RPL fee | No refund if the 'Statement of Attainment' is provided | No refund | No refund |
| Visa refused due to submission of the fraudulent documents by or on behalf of the student | No refund | No refund | No refund |
| Withdrawal from the course without notification or breaching their visa conditions | No refund | No refund | No refund |
| Withdrawal after the agreed start date | 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 School cancels an enrolment due to serious student misconduct | No refund | No refund | No refund |
| <p>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.</p> <p>For example: If a student enrolls in week 5 before course start date, he/she will not be eligible for refund if student withdraws from the course as enrolment falls within no refund time period of 5 weeks prior to the agreed start date of the course.</p> | | | |

COOLING OFF PERIOD

ASOC will provide applicants a 7-day cooling off period. This means that if a student accepts the offer letter to study at ASOC and pays ASOC relevant course fees as per the signed agreement. If the student changes their mind (for any reason), a full refund of course fees paid till date will be provided. Students must notify ASOC in writing within 7 days of the signed agreement date.

III. STUDENT'S RIGHTS TO APPEAL

- Any student who is refused for a refund by the school may appeal within 20 working days in writing to the student Administration Manager and follow the complaints and appeal process of ASOC.
- The school'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 take action under the Australian Consumer Law if the Australian Consumer Law applies.

7. Tuition Protection Services

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Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS requirements and the Tuition Protection Service Framework. The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:

- Complete their studies in another course or with another education provider or
- Receive a refund of their unspent tuition fees.

ASOC is compliant with the ESOS requirements of the Tuition Protection Service (TPS), which is a replacement and refund service for international students.

In regards to the above, ASOC follows arrangement no 2. The School is a member of the Tuition Protection Service (TPS). This means that the fees paid to the School are safeguarded if the School defaults on delivering the courses you are enrolled in.

It is an unlikely event that ASOC is unable to deliver a course that you have paid for and does not meet their obligations to either offer you an alternative course that you accept or pay you a refund of your unspent prepaid tuition fees (this is called a provider default obligations), the TPS will assist you in finding an alternative course or to get a refund if a suitable alternative is not found.

For more information on Tuition Protection Service visit: <https://tps.gov.au>