



## Letter of Offer

**Date of Offer:** 07/09/2020

**Student Name**

**Address**

Dear Student Name,

Thank you for your application to study at Alice Springs College of Australia. ASCA has offered you a place as an international student in **Alice Springs College of Australia (ASCA) Campus at 95 Sadadeen Road, Sadadeen, Alice Springs, NT 0870, Australia**. Please find the details of the course(s) and fees outlined in the attached below:

Student's Personal Details:			
Offer ID		1	
First Name:		Last Name:	
Gender			
Date of Birth:			
Passport No		Nationality	
Residential Address:			
Mobile No			
Email Address			
Agent Name			

### Details of Courses and fees Offer to student:

Course Name	Code and	CRICOS Code	Course Duration (Weeks)	Course Period	Tuition Fee (AUD)	Application fee + Materials Fee	Total fee (AUD)
SIT40516: Certificate IV in Commercial Cookery							



SIT50416: Diploma of Hospitality Management						
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**Mode of Study:** Face to Face mode and work-based training

**Course Location:** 95 Sadadeen Road, Sadadeen, Alice Springs, NT 0870, Australia

**Initial payment required:**

First installment Tuition fee	
Application fee*	
Course Material fee**	
Miscellaneous Fees	\$0
Overseas Student Health Cover (OSHC)	\$0
Total initial payment required for Acceptance	
<p>Please note that overseas student health cover (OSHC) is compulsory for students on a student visa. Students must arrange their own insurance. Please refer to the link below for detailed information and price related to OSHC</p> <p><a href="https://www.canstar.com.au/health-insurance/overseas-student-health-cover/what-does-oshc-cover-and-cost">https://www.canstar.com.au/health-insurance/overseas-student-health-cover/what-does-oshc-cover-and-cost</a></p>	
<b>Special Conditions</b>	

\*Application fee is one-time fee payable at the admission to cover administration cost associated with enrolment and it is non-refundable fee in event of withdrawal

\*\* Material fees includes printed study material, study material costs, Knife kit (for Hospitality and Commercial Cookery courses only)

**Accepting this offer:**

This offer will expire 10 days from the date of issue. The offer letter does not guarantee a place at ASCA and is subject to availability at the time of admission.

To accept this offer, you must:



- carefully read the attached written Student Agreement & Acceptance,
- sign the agreement and return it to ASCA, and
- make necessary initial payment.

This agreement details the conditions of enrolment, course fees and other charges, schedule of fees; fee payment and refund policy, privacy provisions and address notification requirements.

Alice Springs College of Australia will not process and accept the tuition fee deposited before students signs the agreement. ASCA will immediately contact the student or agent to inform them that the payment cannot be processed (and the enrolment cannot progress) until the institute receives the accepted written agreement.

A confirmation of enrolment (COE) will not be issued until ASCA has received a signed agreement and the minimum deposit due. Notification of an official COE will be sent electronically to you or your nominated accredited representative. Please make all the payments to Alice Springs College of Australia account listed below.

Bank Details	
Account name	Alice Springs College of Australia Pty Ltd
Bank Name	Commonwealth Bank
Bank Address	Alice Springs, NT 0870
BSB	062 190
Account Number	1065 7934
Swift Code	CTBAAU2S

We look forward to welcoming you at Alice Springs College of Australia

Yours sincerely,

*Kuldeep Singh Sran*

CEO

Alice Springs College of Australia



## STUDENT AGREEMENT & ACCEPTANCE

### Make an informed choice:

You are choosing to invest a significant amount of time and money to study this course with ASCA and it is important that you understand your rights and obligations as learner. This agreement is important document for you as a student as it outlines key important information including course offered, refund procedures, costs, terms, and conditions associated with your course at ASCA.

Please read this agreement carefully before signing the agreement. ASCA advises the students to sign the agreement only after reading it carefully, not in the influence of third party e.g. Agent, without understating the information provided.

This is a written Student Agreement between Alice Springs College of Australia here in after referred to as the "ASCA" and the student. This Student Agreement details your enrolment into courses delivered by

ASCA will process and accept the tuition fee only after signing the agreement. ASCA may contact the student or agent to inform them that the payment cannot be processed (and the enrolment cannot progress) until the institute receives the copy of accepted written agreement.

Students are encouraged to contact ASCA's student administration before signing the agreement if they do not understand any part of this agreement, specifically:

- Entry requirements,
- Fee structure including tuition and non-tuition fee payable,
- Refund timelines and procedures,
- Complaints and appeals rights,
- Students right as consumer.

### Campus Headquarter

<b>Campus:</b>	Alice Springs College of Australia		
<b>Address:</b>	95 Sadadeen Road, Sadadeen, Alice Springs, NT 0870, Australia		
<b>Phone:</b>	08 8952 3221	<b>Email:</b>	info@alicespringscollege.nt.edu.au

### Work based Training

WBT is aimed at giving students a varied experience in a real live situation, under normal commercial pressures. For example, in this live environment, they will test their skills and knowledge when the kitchen is busy, customers are waiting, or it is "rush hour" – e.g. Lunch times at a restaurant in the city

### For Hospitality courses

While determining amount of training, ASCA has taken in account work-based training units SITHCCC020 Work effectively as a cook requires students to undertake 48 occasions cooking various meals including breakfast, lunch, dinner and special functions. Another unit SITHKOP005 – Coordinate cooking operations also require 12 service periods planning and coordinating for various food processes in commercial kitchen.



Total 256 hours has been allocated to work based training for both units.

Students are also required to complete a logbook for each service period and reflect on tasks performed during service period. Students will utilize self-study hours to complete these logbooks and WBT documentation.

### Course Fees and payment Schedule

Initial payment of fees is payable when the student enrolls into a course. The student will be required to pay an application fee, material fee and initial tuition fee deposit prior to commencement. Please note that an application fee is one-time fee to cover cost of administration related costs and a non-refundable fee. Fee has been scheduled to ensure that ASCA is not collecting more than the initial tuition fee amount as stated on your offer letter and ASCA will not receive more than 50% of the students' total fee for a course before the student has begun the course unless the course has only one study period which is 25 weeks or less. **However, ASCA will accept more than 50% of student's total fees if a student wishes to pay more.**

Any amount of fees paid before the start of the course will be reflected on your Confirmation of Enrolment (COE).

After commencement, the student will be invoiced **every 10 weeks** for remaining tuition fee.

#### Fee Schedule:

Course fee Payment Plan – SIT40516 Certificate IV in Commercial Cookery					
Payment Schedule	Due Date	Application fee	Materials Fee	Tuition Fee	Total fees
Initial payment	27/07/2020	\$500		\$2500	\$3500
Instalment 1 – Tuition fee	05/10/2020		\$500	\$2500	\$3000
Instalment 2 – Tuition fee	14/12/2020		\$500	\$2500	\$3000
Instalment 3 – Tuition fee	22/02/2021		\$500	\$2500	\$3000
Instalment 4 – Tuition fee	03/05/2021			\$2500	\$2500
Instalment 5 – Tuition fee	12/07/2021			\$2500	\$2500
Instalment 6 – Tuition fee	20/09/2021			\$2500	\$2500



The table below lists a Schedule of Fees charged by ASCA to students where applicable.

Fee type	Amount*
Application fees (non-refundable) **	\$500
Unit Repeat fee (non-refundable)	\$300
RPL Fee	Subject to qualifications and units
Bank Transfer Fee	\$0
Reassessment Fee (non-refundable)	\$300
Late payment fee (non-refundable)	\$100 per week
Student Id card	\$30
Re-issue Certificate/Transcript/SOA	\$200
Leave Application fees	\$250
General Letter (Family Invitation, Enrolment letter, Course Completion Letter)	\$150

\* For all the courses, Material fees includes printed study material, online study material costs only\*

\*For Hospitality and Commercial Cookery Courses, material fee includes knife kit.

\*\*Application fee is one-time fee payable at the admission to cover administration cost associated with enrolment and its non-refundable fee in event of withdrawal.

Fees are subject to change without notice. Please contact student administration for updated fees and charges.

### Entry Requirements and prerequisite (Including English language requirements)

#### Enrolment information

##### ASCA's enrolment requirements for this course are:

- A completed application form and signed agreement
- Identification documents, one of which is a photo of the student such as a passport and a driver license

#### Pre-Training Review

All students will undergo pre-training review. ASCA is required to conduct a review of a student's current competencies, student needs, English level, and support requirements including their literacy and numeracy skills, in order to enrol them in the most appropriate course to achieve their intended outcomes.

PTR interview will be conducted by ASCA's Administrative department upon receiving the student application. This Interview aims to identify possible RPL opportunities, confirm oral communication skills and verify whether the details provided by the students are true and accurate.

The Pre-Training Review will demonstrate that students have necessary skills to successfully complete the course.



**English language requirements for International students:**

International learners applying for this course either off-shore or on-shore will require:

- i) Either a minimum IELTS (General) test score of 5.5 or equivalent for direct entry into a VET course or has completed ELICOS equivalent with minimum IELTS results (please refer test table below). ELICOS results must be interpreted to IELTS or equivalent on issued completion certificate equivalent by ELICOS provider. ELICOS must be taken before the main VET course and must demonstrate successful completion of ASCA’s Language and Numeracy Test (Using by LLN Robot tool) on completion of ELICOS program.

Results older than two years are not acceptable.

**OR**

- ii) Evidence that they have studied in English for at least five years in Australia, Canada, New Zealand, Republic of Ireland, South Africa, United Kingdom or United States

**OR**

- iii) Evidence that, within two years of their application date, they have successfully completed in Australia a foundation course or a senior secondary certificate of education or a substantial part of a Certificate IV or higher-level qualification, from the Australian Qualifications Framework.

For further information on student visa assessment levels, refer to the Department of Home Affairs (DHA) website

([http:// www.homeaffairs.gov.au](http://www.homeaffairs.gov.au)).

Please note: ASCA will also accept equivalent test results from the following specified English language tests - TOEFL iBT, PTE Academic, Cambridge English: Advanced (CAE) and TOEFL PBT.

**Test evidence table:**

English language test providers	Minimum test score	Minimum test score where combined with at least 10 weeks ELICOS	Minimum test score where combined with at least 20 weeks ELICOS
International English Language Testing System	5.5	5	4.5
*Test of English as a Foreign Language (TOEFL) paper based.	527	500	450
TOEFL internet-based test	46	35	32
Pearson Test of English Academic	42	36	30

The test must have been taken no more than two years before you apply to study at ASCA

**Academic requirements**



To enter into course offered by ASCA, applicants should have successfully completed year 12 or secondary studies in applicant's home country equivalent to Australian senior secondary school examination.

### **Language, Literacy and Numeracy test (LLN)**

Students undertaking the course must possess sound Numeracy skills since it requires them to do calculations or any other course related work. All students are required to undertake a language, literacy and numeracy (LLN) test according to the following qualification:

SIT40516 Certificate IV in Commercial Cookery  
ACSF Level 3

SIT50416 Diploma of Hospitality Management  
ACSF Level 4

BSB80120 - Graduate Diploma of Management  
(Learning) ACSF Level 5

If students do not meet English and LLN requirements, students will be asked to take further Language, literacy and numeracy training e.g. English Language Intensive Course for Overseas Students (ELICOS) programs. Students will be required to take ELICOS programs for 10-20 weeks depending upon the requirements or students can refer to <http://cricos.education.gov.au/> for institutes that offer ELICOS programs.

### **Computer literacy requirements**

All learners enrolling into ASCA programs must have basic computer skills, learners are required to comment on their computer literacy skills during pre-training review.

Learners those who do not possess basic computing skills will be referred to take basic

computer training before enrolment e.g. International computer driving license (ICDL), fee is charged by ICDL. (Please refer <https://icdl.org/> for more details)

For any digital support required during course, by institute's IT support officer will provide required support.

### **Minimum age requirements**

ASCA will only enroll students who are over 18 years of age at the commencement of the course.

### **Materials and Equipment Required**

ASCA will provide access to computers/laptops with required resources including access to internet during classroom hours, however, to work on assignments and tasks for self-study, all learners are expected to have access to a laptop or computer with the Windows 7 operating system or higher. Students must have an active email address for communication and be contactable by phone (mobile or landline) and by mail (postal address). All learners are expected to have access to MS office application such as Microsoft Word, an email platform.

### **Requirements for tools and equipment in Hospitality courses are as follows:**

Learners are required to have Kitchen tool kit including, Chef dress, safety boots and knife kit including various knives and other tools to undergo training effectively. Knife kit will be provided by institute as part of material fee. Students are required to purchase or arrange chef dress, and safety shoes. Institute can suggest suppliers on student's request, however, student is required to pay and negotiate with supplier directly for chef dress and safety shoes.

### **• Physical Abilities and handling complex foods**

Students are expected to have physical abilities and manual handling required to perform tasks





involved while undergoing training. As part of this course students are expected to handle complex foods including cooking of various processed or raw meats, poultry, seafood's, dairy items and student must keep in mind of any religious or dietary barriers to handle such foods before enrolling in this course.

Early Childhood Courses, students might have to lift toddlers while changing nappies.

In line with its access and equity policy, ASCA will identify any such barriers presented by the students during pre- training review before enrolment and will identify and provide required support and reasonable adjustment where possible.

- **Physical fitness**

Students are expected to have an understanding of physical abilities and manual handling required to perform tasks involved while undergoing training. As part of this course, students are expected to do manual handling, lifting heavy pots and pans.

### **Course Progress and Attendance Requirements**

Students are required to participate in scheduled classes in accordance with course timetables to make satisfactory course progress, and if they don't satisfactorily progress in their course, they will be breaching one of the conditions of their visa.

Students are required to maintain satisfactory course progress and attendance so that they can complete the course within the specified course duration as mentioned in their CoE.

If students don't attend scheduled classes, ASCA may need to reassess their course duration, and ASCA may shorten their course duration.

Australian Skills Quality Authority (ASQA) may, at any time, require a training provider to implement policies and procedures to monitor minimum

ASCA has a Course Monitoring and Attendance Policy which states that students are required to maintain satisfactory course progress throughout the course. Students are also required to attend their classes and maintain 80% of attendance throughout the course. Low attendance implies that students might not be able to complete their course on time and this will lead to students breaching their visa conditions. Hence, students are required to attend classes in accordance with course timetables to make satisfactory course progress. ASCA is required to report students on the basis of unsatisfactory course progress to the department of Home Affairs (DHA).

**Note:** Students will not be reported on the basis of attendance. However, Low attendance may lead to unsatisfactory course progress which can lead to you being reported to DHA.

There has been new requirements set up by Australian Skills Quality Authority (ASQA) in terms of Attendance. If an overseas student is not attending scheduled classes, but is making satisfactory progress in their course, then the course duration set may not be suitable for that student—because they must already have the skills, knowledge and experience to progress in their course without receiving structured training.

ASCA will regularly monitor course progress and attendance of the students.

Students must participate in scheduled classes in accordance with course timetables to make satisfactory course progress, and if they don't satisfactorily progress in their course, they will be breaching their visa condition.

attendance requirements and if students don't meet these requirements, they will be in breach of a condition of their visa.



The Department of Home Affairs may cancel a student's visa if students fail to maintain their enrolment.

Kindly refer to the Monitoring course progress and attendance Policy available on ASCA's website [www.alicespringscollege.edu.au](http://www.alicespringscollege.edu.au).

## 6. Conditions of Enrolment

6.1. Once accepted, you will be enrolled into the first academic term of study. Subject to the course being undertaken, progression to the next academic term is determined through assessment of your academic achievements, examination results, attendance, aptitude and attitude, all of which must be deemed satisfactory.

6.2. By enrolling in this course, you agree to pay all tuition fees shown in this agreement. You understand that tuition fees may be altered without notice prior to the student's enrolment. Once you have completed the enrolment, tuition fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any increase in fees will be required to be paid for the extended component of the course. ASCA reserves the right to change fees at their discretion.

6.3. Student tuition fees are safeguarded through the Tuition Protection Service (TPS) mandated by the Australian Government.

\*TPS: 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 fee

For more information, please visit <https://tps.gov.au/Home/NotLoggedIn>

6.4. You understand and agree that you must meet the all of the Department of Home Affairs (DHA) Student Visa conditions including:

- i. Maintain enrolment in a registered course that is the same level as, or at a higher level than, the registered course for which you were granted a visa
- ii. Achieve satisfactory academic performance.
- iii. Maintain Overseas Student Health Cover (OSHC) throughout the course duration.
- iv. Inform ASCA of change of your address, emergency details within 7 days of change.

6.5. You may apply for credit(s) from previous studies (Recognition of Prior Learning – RPL or Credit Transfer - CT). The application form for RPL or CT details the process for requesting RPL/CT and how it is assessed. Applications for RPL must be submitted at least two weeks prior to the commencement of your course. Applications are usually processed within 2 weeks of submission, and there is no fee for this service.

6.6. Before a subject can be repeated, the tuition fees in relation to the subject must be paid in full regardless of any fees that may have been paid in advance for other subjects.

6.7. Only under exceptional circumstances within compassionate grounds, and at the discretion of ASCA, you may be permitted to defer commencement of a course up to two (2) weeks after the published course start date. If you arrive later than two (2) weeks after the course start date, you will need to defer to the next term. This deferral must be formally granted by ASCA.



- 6.8. You understand that you may initiate a request to defer commencement of studies or suspend their studies on the grounds of compassionate or compelling circumstances. If you wish to defer the commencement of studies or suspend their studies, you must apply to do so in writing to the institute or speak to ASCA administrative staff for guidance.
- 6.9. The institute may decide to suspend or cancel a student's enrolment on its own initiative as a response to misbehavior by the student. Deferral of commencement and suspension or cancellation of enrolment has to be reported to Department of Home Affairs (DHA) via PRISMS by the institute and this may affect the status of a student visa.
- 6.10. ASCA reserves the right to change or replace trainers, assessors, teachers or tutors at any time, cancel a course or subject prior to commencement of each term and make changes to the syllabus or timetable at any time.
- 6.11. ASCA may at its discretion cancel, vary or postpone the commencement date of a course. In the event of cancellation or postponement, ASCA agrees to refund all fees paid by the student within 14 days in case of provider's default. However, the student agrees that there shall be no entitlement to damages.
- 6.12. In case of student default i.e. if student breaches his/her visa conditions, or has misbehaved, or if the student has withdrawn from the course at the location. ASCA will pay the refund amount within 28 days after receiving the written notification/claim from the student.
- 6.13. If you are under the age of 18 at the time of this contract your parent or guardian signing this Agreement accepts the liability

for payment of all fees for the duration of the course or until you turn eighteen (18). You must have turned 18 by the time of course commencement.

- 6.14. Overseas student or intending overseas student, while in Australia and studying with ASCA must notify the institute of his or her contact details including:
- the student's current residential address, mobile number (if any) and email address (if any)
  - who to contact in emergency situations.
  - any changes to those details, within 7 days of the change

It is your responsibility to inform ASCA immediately of any changes to your address, email or telephone details. Failure to do this may mean that you may not receive important information, which may affect your course, your enrolment or your visa. ASCA will not be held responsible for communications not received due to your failure to update contact details with Student Administration. You must also provide current contact details, any changes to contact details, and who to contact in an emergency, while in Australia and studying with that ASCA.

- 6.15. You are aware of the estimated cost of your stay in Australia and understand the financial capacity to meet such costs is your responsibility. You are also aware that the tuition fees do not include living expenses, transportation cost, and/or textbooks. Please refer to the course fee listed in this agreement for the cost included in total fees payable.
- 6.16. You are aware that school aged dependents accompanied by international students to Australia will be required to pay full fees if they are enrolled in either a Government or Non-Government School. Some Australian Government and University scholarships are exempt from payment. This exemption may vary from state to state.



6.17. You acknowledge that you have, prior to enrolment, viewed, read and understood the course outline, student handbook and course brochure and are aware of the vocational outcomes associated with this course.

6.18. You are aware that there shall be no requirement for ASCA to issue any qualification prior to the completion of the above course. Result issued by the institute after study period are interim results until Statement of Attainment (SOA) or testamur is requested and issued. ASCA has right to change unit of competency results if insufficient assessment evidence is found in support of unit of competency during its internal quality review.

6.19. You acknowledge that you are entering into this agreement having relied upon your own

enquiries and the information contained in the ASCA course brochure, student handbook and has not relied on any other representations whatsoever.

You must carefully read all the information before signing the written agreement.

Note: ASCA does not:

- claim to commit to secure for, or on the student or intending student's behalf, a migration outcome from undertaking any course offered by ASCA.
- guarantee a successful education assessment outcome for the student or intending student
- guarantee a learner will obtain a particular employment outcome where this is outside the control of the RTO

## 7. Fee Payment and Refunds of Tuition fees

Initial payment of fees is payable when the student enrolls into a course. The student will be required to pay an Application fee, material fee and initial tuition fee deposit prior to the commencement. Please note that Application fee is one-time fee to cover the cost of administration related costs and is a non-refundable fee.

Fee has been scheduled to ensure that ASCA will not collect more than the initial tuition fee amount as stated on your offer letter. Along with this, ASCA will not receive more than 50% of the students' total fee for a course before the student has begun their course unless the course has only one study period, which is 25 weeks or less. 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, or the person responsible for paying the tuition fees, may choose to pay more than 50 % of their tuition fees before they start their course if they wish to do so.

Any amount of fees paid before the start of the course will be reflected on your Confirmation of Enrolment (COE). After commencement, the

student will be invoiced every 11 weeks for the remaining tuition fee.

Please refer to detailed payment plan in fee payment and refund policy available at ASCA website [www.ASCA.edu.au](http://www.ASCA.edu.au) or speak to our Admin staff.

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

Administrative department

Alice Springs College of Australia,

95 Sadadeen Road, Sadadeen, Alice Springs,

NT 0870

### A. COURSE WITHDRAWAL

- Where a written notice of withdrawal is received by the institute **at least 12 full**

12



**weeks 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 time lines before the agreed start date of the course, then there will be no refund before.
- vii. 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 period of 5 full weeks prior to the agreed start date of the course.
- viii. If the refund application is approved, Refund will be paid within the period of 28 days after receiving written notification/claim from student and relevant forms duly signed by the student.
- ix. The institute 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 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 followings:
  - 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))

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 institute defaults in relation to the course at the academy No refund is payable for student default.

## C. VISA REFUSAL

If a student visa application or visa renewal is refused by the Australian Government, a refund of course fees, less enrolment, will be made and visa refusal refunds are 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.

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:

#### **REFUND PROCESS**

- 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 within 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.

#### **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 application fees, will be refunded.

- a. The Student must apply for refund using the Refund Application Form



along with the evidence and supporting documents. Such documents may include, but are not limited to:

- a completed Course Withdrawal 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 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.

#### PAYMENT OF REFUNDS

Please refer to the course refund table below for details:

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 are 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 providers default.

**In case of Student default:** Refund will be paid within the period of 28 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.

ASCA 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 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%	100%	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 ASCA 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 institute received in respect of the student for the course before the default day; or (b) a maximum sum of \$500 whichever is lesser	100%	100%
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 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. 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	No refund	No refund
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
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 institute 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 <b>course and the student decides to withdraw from the course, then</b> there will be no refund. 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 in no refund time period of 5 weeks prior to the agreed start date of the course.</p>			

**STUDENT’S RIGHTS TO APPEAL**

- a. Any student who is refused a refund by the institute may appeal within 14 days in writing to the Complaints and Appeals Officer and follow the complaints and appeal process of ASCA.
- b. The institute’s appeal process does not restrict the student’s right to pursue other legal avenues.
- c. This 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.

**8. Change of Address**

You are obliged to notify ASCA of any change of your address and contact details within 7 days of change while enrolled at the institute. This is to ensure that any notifications sent to you of visa breaches are sent to your current address. Failure to update your contact details to ASCA means you may not receive important information, which may affect your course, your enrolment or your visa. Overseas student or intending overseas student, while in Australia and studying with ASCA, must notify the institute of his or her contact details including:

- the student’s current residential address, mobile number (if any) and email address, who to contact in emergency situations
- any changes to those details, within 7 days of the change.

**9. Copies of Documents**

You are responsible for keeping a copy of this agreement and receipts of any payments of tuition

fees or non-tuition fees. We recommend that you make copies of all documents related to this application and keep them in a safe and secure place.

ASCA will retain a copy of the written agreement, and receipts for at least two years after the overseas student ceases to be an accepted student.

**10. Privacy**

Your privacy is important to us and all the personal & private information collected about you will be treated as confidential. Information collected during your enrolment is done in order to meet our obligations under the ESOS Act 2000, and the National Code 2018, to ensure student’s compliance with the conditions of their visa and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the ESOS Act 2000, the ESOS Regulations 2019 and the National Code 2018. Information collected about you during your enrolment will be provided, in certain circumstances, to the Australian Government and designated authorities and the Tuition Protection Service (TPS) director. In other instances, information collected during your enrolment can be disclosed without your consent where the institute is authorized or required to do so by the law. You can access information collected from you on this form and during your enrolment by contacting Student Administration at the institute.

Under the Data Provision Requirements 2012, ASCA is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).



**Your personal information (including the personal information contained on this letter of offer, your training activity data)** may be used or disclosed by ASCA for statistical, administrative, regulatory and research purposes. ASCA may disclose your personal information for these purposes to third parties, including:

Commonwealth and State or Territory government departments and authorized agencies;

- NCVER;
- Organisations conducting student surveys; and
- Researchers.

Personal information that has to be disclosed to NCVER may be used or disclosed by NCVER for the following purposes:

- Issuing statements of attainment or qualification, and populating authenticated VET transcripts;
- facilitating statistics and research relating to education, including surveys and data linkage
- pre-populating ASCA's student enrolment forms
- Understanding how the VET market operates, for policy, workforce planning and consumer information; and
- Administering VET, including program administration, regulation, monitoring and evaluation.

You may receive an NCVER student survey, which may be administered by a government department or an NCVER employee, agent or third party contractor. Please note that you may opt out of the survey at the time of being contacted.

NCVER will collect, hold, use and disclose your personal information in accordance with the Privacy Act 1988 (Cth), the VET Data Policy and all NCVER policies and protocols (including those published on NCVER's website at [www.ncver.edu.au](http://www.ncver.edu.au)).

### **Access, correction and complaints**

You have the right to seek access to or correction of your own personal information. You may also complain if you believe that your privacy has been breached.

### **Complaints and Appeals Procedure**

#### **→ Informal Complaint Process**

Students who wish to make a complaint are encouraged to initially engage in informal discussion about the matter with the staff member/s involved. Any student with a complaint may first raise the issue informally with Student Support Officer (who is also the complaints and Appeals Officer) or Trainer and attempt an informal resolution of the complaint.

Complaints dealt in this way will not become part of the formal complaints process and will not be documented, recorded or reported on unless the staff involved determines that the issue in question or complaint is relevant to the wider operation of ASCA.

ASCA's staff involved in the discussion of an informal complaint or appeal will do their best to resolve the matter effectively and quickly.

Students who are not satisfied with the outcome of the complaint will be advised to register a formal complaint.

#### **→ Formal Complaint Process**

Students who are not satisfied with the outcome of the informal process can register a formal complaint in writing to the Student Support Officer/Complaints and Appeals Officer. Students can also send an email alternatively to [info@ASCA.edu.au](mailto:info@ASCA.edu.au).

#### **Lodging a complaint**

To register a formal complaint, a student must complete and fill a Student's Complaints Form to Student Support Officer/Complaints and Appeals Officer providing:

- a clear and detailed statement of the complaint, including the parties involved
- a suggested solution that the student believes would settle the complaint (e.g. an appropriate solution will focus on achieving a productive study environment or relationship, rather than apportioning blame).



Complaint will be lodged in a complaint register.

**The resolution phase:** The Student Support Officer/Complaints and Appeals Officer will determine whether the subject matter falls within the definition of a complaint. This period is called the resolution phase.

The resolution phase will commence within 10 working days of the complaint being lodged in writing, i.e. assessment of complaints or appeal will commence within 10 working days of it being made and the outcome will be finalised as soon as possible.

Where it is determined that the subject matter falls within the definition, the following procedures will take place:

#### **Acknowledging the Lodging of a complaint**

Each formal complaint lodged by a student will be acknowledged in writing. The acknowledgement will be provided to the student in person and/or sent through the email in writing by Complaints and Appeals Officer.

The complaint will be forwarded for action to the relevant department as soon as practicable and should not take more than 10 days. Parties to complaint will not be part of the investigation team

#### **Recording the complaint**

Details of the complaints will be recorded in ASCA's complaints and appeals register and a copy will be filed in student's file. The original complaint will be forwarded to the RTO and Compliance Manager if required (for Internal appeals process).

The Student Support Officer/Complaints and Appeals Officer will be responsible for ensuring that all of these actions are completed within five working day of the lodgement of the complaint.

#### **Acting on Complaint**

All concerned parties will be contacted for investigation. Students will be given an opportunity to respond and present their case with supporting evidence.

Student Support Officer/Complaints and Appeals Officer will set an agenda for the meeting and discuss what steps should be taken.

**The right to be accompanied by a support person during the complaints/appeals process:** Parties making complaint will be invited for meeting and each involved party may be accompanied and assisted by a support person, according to the principles of natural justice. There will be an attempt to resolve the complaint by using the process outlined by the student for settlement (if appropriate) or through meeting, mediation and/or conciliation.

All the information will be gathered as required to assist with the settlement of the complaint, including, providing the respondent with the statement of the complaint and all the relevant documents.

Complaints will be investigated thoroughly in spirit of natural justice and principal fairness. Best possible resolution will be achieved keeping a student-centred approach based on the facts and documents.

#### **Time frame**

Person making a complaint will be informed of the outcome in writing and all the complaints will be finalised as soon as practicable understanding the student's requirements and other matters but maximum within 60 days of receipt of complaint.

Where ASCA considers more than 60 calendar days are required to process and finalise the complaint or appeal, the institute will inform the complainant or appellant in writing, including reasons on why more than 60 calendar days are required, and will regularly update the complainant or appellant on the progress of the matter.

#### **If complaint falls outside the definition of complaints:**

the Student Support Officer/Complaints and Appeals Officer will advise the student accordingly. Complaints and Appeals Officer may dismiss a complaint if, in his/her view,



the complaint is ill advised, misguided, frivolous, malicious or vexatious.

**Note:** It is to be noted that ASCA will respond to any complaint or appeal the overseas student makes regarding his or her dealings with ASCA, ASCA's education agents or any related party that ASCA has an arrangement with, to deliver the overseas student's course or related services.

**At the conclusion of the resolution phase,** the Complaints and Appeals Officer will write to both the student and the respondent indicating the outcome of the process and specifying any action that has been agreed upon by the parties as part of that process. Students will be informed about their Right to appeal within 20 days of the complaints if dissatisfied with the outcome.

**Record the decision:** Institute's decision and reasons for the decision will be recorded by the Student Support Officer/Complaints and Appeals Officer and placed in the student's file.

**If a student is dissatisfied with the outcome of the formal complaint process,** students may initiate an internal appeal process by completing a Complaints and Appeal Form from the website [www.ASCA.edu.au](http://www.ASCA.edu.au) or student administration.

### Internal Appeals Process

Internal appeals may arise from a number of sources including appeals against refund decisions, assessment outcomes, appeals against disciplinary actions and appeals against decisions arising from complaints. The essential nature of an appeal is that it is a request by student who is dissatisfied with the outcome to reconsider a decision made by ASCA.

An Internal Appeal Process is initiated by a student lodging an Appeal by filling up complaints and appeals Form available from the Student Administration and/or ASCA website.

### Acknowledging the Lodging of a complaint

Appeals will be acknowledged by sending written confirmation to complaint that is done by the Complaints and Appeals Officer.

### Consideration of Appeal by Administration/Appeals officer

Where an appeal relates to the following matters, the Student Appeals Form must be lodged within 20 working days (International Students):

- Notification of an intention to report the student to the Department of Home Affairs (DHA) or due to unsatisfactory Course Progress.
- Notification of an intention to suspend or cancel a student's enrolment due to misbehaviour, or other extenuating circumstances (ref. Student Code of conduct for details available on Student's handbook).

### Time Frame and Acting on an Appeal

Within 10 working days of receiving the Complaints and Appeal Form, the Principal Executive Officer (PEO) will appoint an Investigator or convene a Student Appeal Committee to hear the appeals and propose a final resolution. This Investigator or Committee will not include any person who has heard the original complaint. The Investigator or the Student Appeals Committee will:

- a. Meet with the student (and support person, if present) and provide the student with an opportunity to present their case with any supporting evidence provided in the meeting at minimal or no cost. At any given meeting to discuss an appeal, students will be given the opportunity **to be accompanied and assisted by a support person.**
- b. At the conclusion of the meeting, students will be informed about the timeframe within which the institute will provide a written outcome of the appeal. The timeframe will generally be 10 working days. After the meeting, the Investigator or



Committee will, impartially, consider all the evidence and make a decision.

### Student Appeal Committee

- *Principal Executive Officer*
- *Operations and Compliance Manager*
- *Investigator or nominee appointed by the PEO*

*\*ASCA will ensure that assessment of the complaint or appeal is conducted in a professional, fair and transparent manner.*

The outcome will be documented and will include the reasons for the decision. If the decision goes against the student, the outcome will include information for the student of **his or her right to an external appeal**. Details of the suitable external appeal bodies will be made available to the student with information at no cost associated with that.

**If more than 60 days:** Where it is apparent that appeals will take more than 60 calendar days, appellant will be informed in writing, including reasons why more than 60 calendar days are required, and the students will be regularly updated on the progress of the matter.

**Recording the appeal:** ASCA will keep a written record of the complaint or appeal, including statement of the outcome and the reasons for the outcome with signature and date of student and Complaints and Appeals Officer.

*A written statement of the outcome of the internal appeal, including detailed reasons for the outcome will be sent to the student.*

**If matter remains unresolved or student is unsuccessful or dissatisfied with the outcome.**

There might be cases where matter is still unresolved after the implementation of above procedures and the internal appeals process exhausted, or if the student is not successful in the ASCA's internal complaints and appeals process. In such cases, institute will advise the overseas student within 10 working days of concluding the internal review of the overseas student's right to access an external complaint handling and appeals process without any cost charged by ASCA.

**Note: Students' enrolment will be kept active until both internal and external appeal is concluded.**

### → External Appeals Process

After the student has been advised of the external complaint handling process and procedure, ASCA will provide students with contact details of the appropriate complaints handling and external appeals body.

ASCA will refer the student to an **Overseas Students Ombudsman** to lodge an external appeal or complain about the decision.

*The Overseas Students Ombudsman offers free and independent service for overseas students who have a complaint or want to lodge an external appeal about a decision made by their private education or training provider.*

In most cases, the purpose of the external appeals process is to consider whether the registered provider, i.e. ASCA in this case, has followed its policies and procedures, rather than make a decision in place of the institute. External appeal authority will be provided with sufficient information within due to timelines requested.

**For example,** if an overseas student appeals against his or her subject results and goes through the internal appeals process of the institute, the external appeals process would look at the way in which the internal appeal was conducted; it would not make a determination as to what the subject result should be.

Complaints outcome will be entered in complaints register after external appeals has given a decision and copy of all relevant documents will be attached in that register.

### Outcome

If the internal or any external complaints handling or appeal process results in a decision or recommendation in favour of the overseas student, ASCA will immediately implement the decision or recommendation and/or take the preventive or corrective action required by the decision and advise the overseas student of that action or outcome.



Written record of the complaints or Appeal and statement of the outcome will be kept and maintained by ASCA.

Examples of an external or independent body or person may include:

- private conciliators or dispute resolution counsellors
- a complaints and appeals body established by a peak industry body
- representatives of Commonwealth and state or territory government departments including the Office of the Training Advocate; or
- Commonwealth and state or territory offices of the Ombudsman may be the appropriate body for a public provider.

**IMP NOTE:** The Overseas Students Ombudsman is a free and independent service

### The Overseas Students Ombudsman (OSO)

The Overseas Students Ombudsman investigates complaints about problems that overseas students have with private education and training in Australia. It is free of cost.

The Ombudsman (OSO) also:

- a. Provides information about best practice complaints handling to help private education providers manage internal complaints effectively.
- b. Publishes reports on problems and broader issues in international education that OSO identify through investigations. For further information, please visit [www.oso.gov.au](http://www.oso.gov.au) or contact overseas student ombudsman by telephone, 9am to 5pm Monday to Friday, Australian Eastern Standard Time (AEST). In Australia, call: 1300 362 072 (calls from mobile phones at mobile phone rates). Outside Australia, call +61 2 6276 011.

**The Overseas Students Ombudsman contact details are:**

- **Website:**  
<http://www.ombudsman.gov.au/>
- **Email:**  
[ombudsman@ombudsman.gov.au](mailto:ombudsman@ombudsman.gov.au)
- **Contact Number:** 1300 362 072

## 11. Student Declaration

- I confirm that I have read and understood the Student Agreement, which includes detailed information about course duration (including holiday breaks); fees payment and refund policy, complaints and appeals procedures, course monitoring, attendance and conditions of enrolment which I agree to abide by as a student at Alice Springs College of Australia (ASCA).
- I understand that I am obliged to notify the institute of my contact details including:
  - my current residential address, mobile number (if any) and email address (if any)
  - who to contact in emergency situations
  - Any changes to those details, within 7 days of the change.
- I understand that this written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of a student to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies.
- I declare that all information provided by me for the enrolment into ASCA course is complete and correct. I understand that failure to provide correct information or documentation in relation to this application may result in cancellation of my enrolment.
- I agree if I do not commence studies in a course when they are due to commence and I have not notified the Institute in writing within 14 days of the course commencement, then my enrolment will be cancelled



on the basis of non-commencement of studies and the Department of Home Affairs (DHA) will be notified accordingly.

- I agree to be bound by the Institute rules and regulations in force from time to time and otherwise to follow acceptable codes of behaviour and academic performance and show a concern for other students.
- I consent to the collection, use and disclosure of my personal information in accordance with the Privacy Notice provided in this agreement.
- I understand that failure to commence the course on the scheduled commencement date or failure to return to studies after a scheduled break without contacting Alice Springs College of Australia will result in my enrolment being cancelled and the Department of Home Affairs (DHA) will be notified accordingly.

I have read the Student Agreement. I understand and agree to all the information and terms and conditions provided in this Student Agreement.

I acknowledge that I will be responsible for keeping a copy of the written agreement as supplied by Alice Springs College of Australia, and receipts of any payments of tuition fees or non-tuition fees.

<b>Student can specify person(s), other than themselves who can receive a refund in respect of the fee paid identified in the written agreement;</b>	
Full name of person authorised receive refund on behalf of you	
Address and contact detail of authorised person	

Student Signature:		Date:
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If student is under 18 years of age at the time of this agreement, parents or guardian of student must sign this agreement. Please note that it is an entry requirement that all students applying to Alice Springs College of Australia’s courses must be 18 years of age at the time of course commencement.

Parent or guardian Signature:		Date:
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The laws of Australia and of the State of New South Wales will govern this agreement. This agreement and the availability of complaints and appeals processes do not remove the right of the student to take action under Australia’s consumer protection laws. The dispute resolution procedures of institute do not circumscribe the student’s right to other legal remedies, but any settlement agreed to is binding. This agreement may be varied



if required by any Australian Government laws or regulations. Personal information provided to the institute may be given to Commonwealth and State agencies if required by laws or regulations.

**Accepted for and on behalf of Alice Springs College of Australia (to be completed by Student and Enrolment Officer)**

<b>Office Use Only</b>			
Authorised Signature:			
Name:		Date:	