

POLICIES AND PROCESSES

Fees and refunds

We want to make sure you understand all fees and charges associated with your course so please carefully read this section.

You can find out about the fees for a course on the Course Brochure and in addition all fees associated with your course are included in the Student Agreement. The Student Agreement also includes a detailed payment schedule and payment options, as well as your rights.

We will also tell you about the potential for fees and charges to change over the duration of their course, although it is unlikely that fees and charges will change.

We protect your fees at all times by:

- Maintaining a sufficient amount in our account so that so that it is able to repay all tuition fees already paid.
- Through our membership of the Tuition Protection Scheme (TPS). The role of the TPS is to assist international students where we are unable to fully deliver their course of study. The TPS ensures that you are able to either complete their studies in another course or with another education provider or receive a refund of your unspent tuition fees.
- Not requiring you to pay more than 50% of course fees prior to commencement, except where a course is less than 26 weeks. However, you may choose to pay your fees in full or a greater amount than 50%. Please contact us if you would like to pay more than is documented in your student agreement.

Please note that the following fees can apply in addition to the fees advertised in the Course Brochure.

Additional fees that may apply in addition to tuition and non-tuition fees include:

| Additional fees that may apply | | Amount |
|--------------------------------|---|--|
| 1 | Deferral fee | Nil |
| 2 | Re-assessment fee (students have a total of 2 attempts and any attempt thereafter will incur the stated fee). | \$ 100 |
| 3 | Fees for late payment of course fees | \$ 100 per week for each week the payment for course fees is delayed |
| 4 | Credit transfer | Nil |
| 5 | RPL | Application fee of \$ 250 Unit fee \$ 500 |



You are required to pay all fees and charges by the date indicated on the invoice. Where you are unable to make a payment by the specified date, please contact us to discuss alternative arrangements.

All payments are to be made into the account specified on the invoice.

Where fees are overdue and you have not made alternative arrangements, a first warning, second warning and notice of intention to report regarding non-payment of fees will be sent to you as follows:

- First warning letter: failing to pay an invoice within 5 days of receipt or contacting us to make alternative arrangements.
- Second warning letter: failing to pay an invoice within 5 days of receipt of the first warning letter or contacting us to make alternative arrangements.
- Notice of intention to report: failing to pay an invoice within 5 days of receipt of the second warning letter or contacting us to make alternative arrangements.

Following cancellation of enrolment due to non-payment of fees, your debt will be referred to a debt collection agency.

Refunds

Please carefully read the following information about refunds. Please carefully read the following information about refunds. This applies whether you paid the fees or an education agent paid the fees and non-tuition fees on your behalf.

All enrolment fees are non-refundable except where we cancel a course before it has started.

If we cancel a course either before or after it starts, you will receive an automatic refund and do not need to complete the Refund Application Form. The refund will be provided within 10 working days of the default.

In all other circumstances, you should complete and submit a Refund Application Form which can be accessed from our office. This form must be submitted within 10 working days of the event that led to the request for the refund. The outcome of the refund assessment will be forwarded to you within 20 working days, as well as any applicable refund.

Refunds will be paid to you or to the person or organisation who paid the course fees and will be paid in Australian Dollars.

The refund policy does not remove your right to take further action under Australian Consumer Law.

International student refunds

The following table provides an itemized list of the situations a student may apply for a refund and the amount of refund the student is entitled to



| Refund Situation | | Applicable Refund |
|------------------|--|---|
| 1 | Provide default | ** Full refund of unused prepaid tuition fees (less Application Fee) |
| 2 | Student Default | No refund |
| 3 | Visa refused (prospective overseas students only) | Full refund of unused prepaid tuition fees (Less Enrolment Fee) |
| 4 | Student is unable to meet the conditions of enrolment prior to commencement and is not permitted to enroll by the Institute | 85% refund* of the total Tuition Fees |
| 5 | Withdraws a student's offer because the offer was made based on incorrect, misleading, incomplete or fraudulent documentation or information provided by the student | 50% refund* of the total Tuition Fees |
| 6 | Student withdraws at least 10 weeks prior to agreed starting day | 85% refund* of the total Tuition Fees |
| 7 | Student withdraws at least 7 weeks prior to agreed starting day | 80% refund* of the total Tuition Fees |
| 8 | Student withdraws at least 4 weeks prior to agreed starting day | 70% refund* of the total Tuition Fees |
| 9 | Student withdraws less than 4 weeks prior to agreed starting day | 50% refund* of the total Tuition Fees |
| 10 | Student withdraws after agreed starting day | No refund |
| 11 | Visa cancelled due to the actions of the student (overseas students only) | No refund |
| 12 | Expulsion from the college due to breach of college rules or misconduct | No refund |
| 13 | Visa extension is refused (continuing overseas student) | Full refund of unused prepaid tuition fees (less Application Fee) |
| 14 | Withdrawal from study – (current students enrolled in a package of courses) | Refund policy applies in the same way it does for first course. Refer to 4, 5, 6, 7, 8, 9 |

*Refunds granted may incur an education agent's fee, except in the case of visa refusal prior to course commencement

** In line with point 1.0 of this policy students may be entitled to a full refund of unused prepaid tuition fees OR accept placement into another suitable registered course.

Complaints and appeals

We sincerely hope not, but from time to time you may be unhappy with the services we provide or want to appeal a decision we have made. We take your complaints and appeals seriously and will ensure in assessing them that we look at the causes and action that we can take to ensure it does not happen again/reduce the likelihood of it happening again.

Complaints can be made against us as the RTO, our trainers and assessors and other staff, another learner of Australian City International College, as well as any third party that provides services on our behalf such as education agents.

Complaints can be in relation to any aspect of our services.



Appeals can be made in respect of any decision made by RTO. An appeal is a request for Australian City International College's decision to be reviewed in relation to a matter, including assessment appeals.

In managing complaints, we will ensure that the principles of natural justice and procedural fairness are adopted at every stage of the complaint process. This means that we will review each complaint or appeal in an objective and consistent manner and give everyone the opportunity to present their point of view.

Our internal complaints and appeals process can be accessed at no cost.

We do encourage you to firstly seek to address the issue informally by discussing it with the person involved.

However, if you do not feel comfortable with this or you have tried this and did not get the outcome you wished you can access the formal complaints and appeals process.

If you want to make a complaint or appeal, you must:

- Submit your complaint or appeal in writing using the complaints and appeals form. The complaints and appeals form outlines the information that should be provided and can be accessed from reception.
- Submit your complaint within 30 calendar days of the incident or in the case of an appeal within 30 calendar days of the decision being made.

We will acknowledge your complaint or appeal will be acknowledged in writing within 3 working days of receipt.

We will review your complaint or appeal will commence within 5 working days of receiving the complaints.

Complaints and appeals will be finalised as soon as practicable or within 30 calendar days. However, where the complaint or appeal is expected to take more than 60 calendar days to process, Australian City International College will write to inform the complainant or appellant of this including the reasons for such. Following this update, regular updates will be provided of progress.

RTO Code : 91779 / CRICOS: 03888H

For assessment appeals, we will appoint an independent assessor to conduct a review of an assessment decision that is being appealed.

We will communicate the result of the complaints and appeals process to you in writing and this will include the reasons for the decision.

If you do need to come in for a meeting, you can have a support person of your choice present to assist you to resolve the complaint or appeal.

Generally, your enrolment will be maintained throughout any internal appeals process that concerns a decision to report you.

Additionally, If the appeal is against our decision to report you for unsatisfactory course progress or attendance, your enrolment will be maintained until the external process is completed and has supported or not our decision to report you.



If the appeal is against our decision to suspend or cancel your enrolment due to misbehaviour, this will not take effect until after the outcome of the internal appeals process.

Independent parties

Where the internal process has failed to resolve the complaint or appeal, you will be able to take your case to the Overseas Students Ombudsman (OSO).

International students may complain to the OSO about a range of circumstances including:

- being refused admission to a course
- course fees and refunds
- being refused a course transfer
- course progress or attendance
- cancellation of enrolment
- accommodation or work arranged by the Australian City International College
- incorrect advice given by an education agent.
- taking too long in certain processes such as issuing results
- not delivering the services indicated in the Student Agreement.

More information can be found at:

<http://www.ombudsman.gov.au/making-a-complaint/overseas-students#quality-of-education-provider>

You can access this services at no cost in relation to matters that cannot be resolved through internal processes. Further information and contact details are included below.

We will cooperate in full with the OSO and will immediately implement their decisions or recommendations and/or take preventative or corrective action required by the decision or recommendation.

We will communicate all actions to you in writing based on the OSO's decision.

Complaints can also be made to the organisations indicated below:

National Training Complaints Hotline:

The National Training Complaints Hotline is a national service for consumers to register complaints concerning vocational education and training. The service refers consumers to the appropriate agency/authority/jurisdiction to assist with their complaint. Access to the Hotline is through:

Phone: 13 38 73, Monday–Friday, 8am to 6pm nationally

Email: ntch@education.gov.au

Australian Skills Quality Authority (ASQA):



Complainants may also complain to our registering body, Australian Skills Quality Authority (ASQA). It is important to understand that ASQA does not act as an advocate for individual students and is not responsible for resolving disputes between students and training providers. ASQA only uses information from all complaints as intelligence to inform regulatory activities. More information can be found at:

<https://www.asqa.gov.au/complaints>

Nothing in this policy and procedure limits the rights of an individual to take action under Australia's Consumer Protection laws and it does not circumscribe an individual's rights to pursue other legal remedies.

Compassionate or compelling circumstances

You will find that many of our policies refer to compassionate and compelling circumstances so it is important to understand this term.

Compassionate and compelling circumstances are personal circumstances that:

- are involuntary and outside your control, for example, medical, family, wellbeing, or enrolment circumstances, and
- present you with limited or no choice.

Course progress and monitoring

In order to maintain satisfactory course progress and attendance you must:

- attend all of your classes, with a minimum attendance of 80% expected
- satisfactorily complete all of your assessments
- actively participate in classes.

Your course progress will be monitored to make sure you are completing all of your assessments and actively participating in learning.

Your attendance will be recorded at the start and end of each class you attend and your attendance rate will be calculated weekly. Please note you cannot be absent for more than 5 consecutive days without approval for a leave of absence. If you are absent we will contact you via SMS, phone calls and emails.

We may assess that you are at risk of unsatisfactory course progress and/or attendance if you:

- have an overall result of Not Yet Competent result for a unit
- do not attend classes on a regular basis
- do not participate in learning activities within the classroom.

An exception may be made where you are attending at least 70% of the course contact hours and is maintaining satisfactory progress.



In this case we will contact you in writing and issue you with a First Warning Letter inviting you to attend a meeting with us to discuss your lack of progress and/or attendance and to agree on a plan to address this (an Intervention Strategy).

If following the First Warning Letter you either do not attend a meeting with us or continue to not make satisfactory course progress, we will send you a Second Warning Letter inviting you to attend a meeting with us to discuss your lack of progress and/or attendance and to possibly adjust the Intervention Strategy agreed on.

If following the Second Warning Letter you either do not attend a meeting with us or continue to not make satisfactory course progress, we will send you a Notice of Intention to Report for Unsatisfactory Course Progress/Attendance including the reasons for the notice. This will mean you may be reported to the Department of Home Affairs with the risk of your visa being cancelled. You may appeal this decision (see section on complaints and appeals) but you must do so within 20 days of receiving the notice.

We will only report unsatisfactory course progress or unsatisfactory course attendance if:

- the internal and external complaints processes have been completed and the decision or recommendation supports our original decision; or
- you do not appeal the decision within the 20-working day period; or
- you do not access an external complaints and appeals process; or
- you withdraw from the internal or external appeals processes by notifying us in writing.

Please note that extensions to your course duration specified on the CoE will be allowed if: you

- Can provide evidence of compassionate or compelling circumstances.
- Where you are participating in or about to participate in an intervention strategy because you are at risk of not meeting course progress or attendance requirements.

Deferring your course

Australian City International College allows you to defer your course. This means that your place is guaranteed but you can choose to delay the start of your course for up to 12 months.

To defer your course, you will need to complete a Deferral Form and provide evidence of compassionate or compelling circumstances.

If your request is approved, you will receive a new Student Agreement including a revised start date.

It is important to check the impact on your visa by contact the Department of Home Affairs.

Suspending your course



Australian City International College allows you to suspend your course. This means that although you have commenced your studies you will be able to take a leave from your studies of up to 12 months.

To suspend your course, you will need to complete a Leave of Absence Form and provide evidence of compassionate or compelling circumstances.

If your request is approved, you will receive a new Student Agreement including a revised start date.

It is important to check the impact on your visa by contact the Department of Home Affairs. A leave of absence will not be approved if fees are unpaid.

Transferring courses

If you wish to transfer to another RTO or university within the first six months of your main course of study, you will need to apply for release from RTO. If you wish to transfer after six months you do not need permission for release (although you will still need to complete a withdrawal form - see the section on deferral, suspension and cancellation).

For your application, the RTO or university you wish to transfer to must be registered with the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). It is important to check this which you can do using the CRICOS course and institution search.

Australian City International College will approve your request for transfer if:

- the course is academically unsuitable for you because you are not able to achieve satisfactory course progress at the level you are studying despite participating in an agreed Intervention Strategy.
- you can prove that you need the transfer because of compassionate or compelling circumstances.
- the course outlined in your Student Agreement has not been delivered
- you provide evidence that your reasonable expectations about the course are not being met
- you provide evidence of being misled by Australian City International College, or by an education or migration agent, regarding the Australian City International College or the course, and the course is therefore unsuitable.

Australian City International College will not approve your request if:

- you do not provide satisfactory evidence of compassionate or compelling circumstances.
- You cannot show that you have been participating in the agreed Intervention Strategy in order to achieve satisfactory course progress.
- you have unpaid course fees for the current study period
- the transfer would put your progression through a package of courses at risk
- you require access to particular support services that have not yet been provided or offered to you.



How to apply

If you wish to apply to transfer to another registered provider prior to completing six months your main course, you must complete a Withdrawal Form and attach a copy of the offer from the other RTO or university. The Withdrawal Form will require you to include a statement of your reasons for seeking release.

You will receive a notice advising you of the outcome within 10 working days of receipt of the form and valid enrolment offer. Where the request is granted, a Letter of Release will be provided to you. It is important for you to contact the DHA to seek advice on whether a new student visa is required. All refunds associated with course transfer will be in accordance with our Fees and Refunds policy.

Appealing the decision

If your application is unsuccessful you will be advised in writing and you can access our Complaints and Appeals Policy and Procedure to appeal the decision within 20 working days of receipt of the decision.

We will not finalise the refusal until the appeal process is complete and either finds in our favour or until the 20-working day period in which you can access the complaints and appeals process has passed.

Transferring courses with Australian City International College

Australian City International College offers students the options to transfer to other courses within Australian City International College.

Australian City International College will approve your request for transfer if you can show that:

- the course better meets your study capabilities and/or long-term goals
- you provide evidence that your reasonable expectations about the course are not being met.

Australian City International College will not approve your request if:

- the transfer would put your progression through a package of courses at risk
- you require access to particular support services that have not yet been provided or offered to you.
- there is evidence that you are trying to avoid being reported to DHA for failure to meet the provider's attendance or academic progress requirements.
- you have unpaid course fees for the current study period.

How to apply

If you wish to apply to transfer to another course, you must complete an Internal Course Transfer Form. The Form will require you to include a statement of your reasons for seeking release.



You will receive a notice advising you of the outcome within 10 working days of receipt of the form. Where the request is granted, a new CoE will be provided to you. It is important for you to contact the DHA to seek advice on whether a new student visa is required.

It is also important to check whether us whether any additional fees will be required to be paid.

Appealing the decision

If your application for internal transfer is unsuccessful you will be advised in writing and you can access our Complaints and Appeals Policy and Procedure to appeal the decision within 20 working days of receipt of the decision.

Discontinuing your studies

You may decide that study is not for you and choose to discontinue your studies. Before you make a final decision, however, it's a good idea to talk to us to help you to make an informed decision.

If you no longer wish to continue with your studies with us, then you must complete a Withdrawal Form. Make sure you carefully read the Fees and Refunds information so that you know how your decision affects your fees. Usually once you have commenced a study period (term) you won't be able to get a refund.

Suspending or cancelling your enrolment

It is important to understand that your enrolment may be cancelled or suspended by us in a range of circumstances:

- Misbehaviour (i.e. not abiding by the Student Code of Conduct as outlined in this Handbook).
- Not paying your course fees.
- Not making satisfactory course progress or attending classes as set out in this Handbook.

Where any of the above circumstances apply you will be contacting in writing to inform you of the intended suspension or cancellation and the reasons for this.

You will be given the opportunity to access our Complaints and Appeals Policy and Procedure to appeal the decision within 20 working days of receipt of the decision.

We will report you to until the internal appeal process is complete, unless your health and wellbeing or that of others could be at risk.

It is important for you to contact the DHA to seek advice on your student visa.

Privacy and access to records



All information about you is kept in the strictest confidence and can be provided to you on request. Please note that you do need to request this in writing and this can be done by email.

You were provided with a Privacy Notice in your Student Agreement which told you about the information we need to share with other agencies. This is included below again for your information.

Under the *Data Provision Requirements 2012*, Australian City International College 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 enrolment form), may be used or disclosed by Australian City International College for statistical, administrative, regulatory and research purposes. Australian City International College may disclose your personal information for these purposes to Commonwealth and State or Territory government departments and authorised agencies; and NCVER.

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

- populating authenticated VET transcripts;
- facilitating statistics and research relating to education, including surveys and data linkage;
- pre-populating RTO 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 a student survey which may be administered by a government department or NCVER employee, agent or third-party contractor or other authorised agencies. Please note 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 National VET Data Policy and all NCVER policies and protocols (including those published on NCVER's website at www.ncver.edu.au).

For more information about NCVER's Privacy Policy go to <https://www.ncver.edu.au/privacy>.