

Terms and Conditions of Enrolment

Australian Students Terms and Conditions of Enrolment

This document includes terms and conditions for Australian students

Your obligations

By signing the *ABA Application for Enrolment* form, it will become a binding Agreement creating financial and other obligations between the Applicant, the Responsible Fee Payer (RFP) and ABA you agree to:

- Provide authenticated documents to meet the conditions of your Offer (if applicable);
- Pay all tuition and associated course fees;
- Advise ABA of any changes to your contact details within 7 days;
- Provide permission to use photographic images on which you may appear on marketing materials;
- Provide permission to pass any relevant information concerning academic progress to RFP's and employers with whom industry experience has been organised;
- Have read and understood the fee information, refund policy and disclosure information; and
- Have read and understood ABA policies and procedures published in the *ABA Student Handbook* at www.aba.edu.au/about/How_to_apply/Vet_Fee_Help/

Please note that the course start and finish dates are subject to change and that classes and units are subject to availability and student numbers.

Fee Information

By signing the *ABA Application for Enrolment* form, you agree to:

- Tuition fees and associated course fees for ABA are published at www.aba.edu.au/about/How_to_apply/Vet_Fee_Help/ in the document entitled *Session and Census Dates*.
- A Statement of Units and Fees relating to your course(s) of study is attached to your *ABA Application for Enrolment* form.
- Students wishing to defer or withdraw from their course must lodge a *ABA Enrolment Variation and Amendment Form* in accordance with the Withdrawal Policy and Procedure available in the Australian Business Academy Student Handbook at www.aba.edu.au/about/How_to_apply/Vet_Fee_Help/

Australian students are defined as (at the time of course commencement):

- An Australian citizen,
- An Australian permanent resident
- An individual in Australia on a permanent humanitarian visa.

A student's course of enrolment is defined as either:

- A course which allows Australian students access to the Australian Government's VET FEE-HELP program; (referred to as a VET FEE-HELP approved course)
- A course that is not VET FEE-HELP approved (referred to as a Non VET FEE-HELP approved course).

Australian students can pay their tuition fees in either of the following ways:

- Directly to ABA (referred to as a 'Direct payment student'); or
- Through the Australian Government's VET FEE-HELP program (referred to as a 'VET FEE-HELP student'). Eligibility requirements for VET FEE-HELP are available at www.aba.edu.au/about/How_to_apply/Vet_Fee_Help/ in the VET FEE-HELP information booklet.

For VET FEE-HELP Students:

- If you are a VET FEE-HELP student you will incur a financial liability for each unit of study in which you are enrolled after the census date in any given study period. Census Dates are published at www.aba.edu.au/about/How_to_apply/Vet_Fee_Help/.

For Direct Payment Students:

- If you are a Direct Payment student, you are required to pay tuition and related course fees before the commencement for each study period for your course of study. If you do not meet your financial obligations you may be suspended and excluded from classes or access to learning materials, until you have paid the fees due or have your enrolment cancelled.

Refund and Re-credit Policy for Australian Students

Who does this policy apply to?

This policy relates to all current and prospective Australian students and refers to Direct Payment Students and VET FEE-HELP Students. These terms are defined under 'Fee Information' above.

How do I request a refund?

To request a refund or a re-credit of tuition fees you need to lodge an *Enrolment Variation and Amendment Form* to your Learner Services.

This form is available online in the ABA Student Handbook under www.aba.edu.au/about/How_to_apply/Vet_Fee_Help/ and can be submitted at your campus or to your Student Services Officer. Please contact the campus for the email address of Learner Services. Applications are processed once all required documentation has been received.

When can I submit my request for refund or re-credit?

You can submit an *ABA Enrolment Variation and Amendment Form* at any time before or during your studies. However, if you submit this form after the specified Census date of your course, you will also need to submit the Special Circumstances Form. This is available at in the ABA Student Handbook under www.aba.edu.au/about/How_to_apply/Vet_Fee_Help/ and can be submitted at your campus or to your Learner Services.

Under what circumstances will I receive a refund or a re-credit?

Your eligibility for a refund or re-credit is dependant on your course of enrolment, how you choose to pay your tuition fees, and when you submit an *ABA Enrolment Variation and Amendment Form* and the circumstances surrounding your request.

For VET FEE-HELP students:

- If you lodge an *ABA Enrolment Variation and Amendment Form* on or before Census Date for the period of study, you will not incur a VET FEE-HELP debt for the unit and any fees paid for the unit will be refunded, re-credited or carried forward until your return to study. Census Dates are published at www.aba.edu.au/about/How_to_apply/Vet_Fee_Help/.
- If you lodge an *ABA Enrolment Variation and Amendment Form* after the Census Date for the period of study, you will be liable for all tuition fees for the study period. If eligible, you may apply for a refund under Special Circumstances (see below), and if approved, tuition fees will be re-credited.
- If ABA terminates your enrolment after Census Date, then all fees for the study period remain payable and are not refunded except in Special Circumstances. Your enrolment may be terminated by ABA because of failure to comply with ABA policy, including the Code of Conduct, unsatisfactory academic progress or unsatisfactory attendance. Please refer to the Student Handbook for more information at www.aba.edu.au/about/How_to_apply/Vet_Fee_Help/.

For Direct Payment Students in VET FEE-HELP Approved Courses:

- If you lodge an *ABA Enrolment Variation and Amendment Form* on or before Census Date for the period of study, you will not incur a fee for the unit and any fees paid for the unit will be refunded or carried forward until their return to study. Census Dates are published at www.aba.edu.au/about/How_to_apply/Vet_Fee_Help/.
- If you lodge an *ABA Enrolment Variation and Amendment Form* after the Census Date for the period of study, you will be liable for all tuition fees for the study period. If eligible, you may apply for a re-credit under Special Circumstances (see below), and if approved, tuition fees will be re-credited.
- If ABA terminates your enrolment after Census Date, then all fees for the study period remain payable and are not refunded except in Special Circumstances. Your enrolment may be terminated by ABA because of failure to comply with ABA policy, including the Code of Conduct, unsatisfactory academic progress or unsatisfactory attendance. Please refer to the Student Handbook for more information at www.aba.edu.au/about/How_to_apply/Vet_Fee_Help/.

Special Circumstances

ABA may consider a request for refund or re-credit outside of the conditions noted above if you are unable to commence or continue with your studies for circumstances beyond your control. This is based on submission of an *ABA Enrolment Variation and Amendment Form* together with a *Special Circumstances Form*. This is available at www.aba.edu.au/about/How_to_apply/Vet_Fee_Help/ and can be submitted at your campus or to Learner Services.

The Withdrawal Policy and Procedure or Deferral Policy and Procedure (available in the ABA Student Handbook at www.aba.edu.au/about/How_to_apply/Vet_Fee_Help/) provides more information on the criteria for the assessment of special circumstances. You may be asked to attend an interview to discuss the special circumstances.

When do I need to submit my Special Circumstances Form?

Australian Students enrolled in VET FEE-HELP Enabled Courses are required to submit their *ABA Enrolment Variation and Amendment Form* and *Special Circumstances Form* within 12 months from the date of withdrawal.

A VET FEE-HELP Student must apply in writing for re-crediting of their VET FEE-HELP balance within 12 months from the date of withdrawal from the unit of study or the date of receiving their final results for the unit. ABA may exercise its discretion to waive this requirement if in its opinion it was not possible for the application to be made before the end of the 12 month period. Refer to Policy and Procedure for Re-Crediting a VET FEE-HELP Balance, available in ABA Student Handbook at www.aba.edu.au/about/How_to_apply/Vet_Fee_Help/ for more information.

When and how will I receive the refund or re-credit?

If approved, you will receive your refund or re-credit within 20 working days of ABA receiving a completed *ABA Enrolment Variation and Amendment Form* and *Special Circumstances Form* (if required), including any required supporting documents. Once the refund or re-credit is approved, Learner Services will cancel your enrolment (if applicable).

What happens if my request for a refund or re-credit is rejected?

If your request for refund or re-credit is rejected then you have the option to lodge a formal non-academic grievance and appeal the decision within 20 working days after receiving notification of the decision. The Non Academic Grievance Policy and Procedure is available in ABA Student Handbook at www.aba.edu.au/about/How_to_apply/Vet_Fee_Help/.

What happens if I want to transfer to another course?

If you wish to transfer to another course offered by ABA then any fees paid in advance to ABA will be credited towards the new course. Complete an *ABA Enrolment Variation and Amendment Form* and *Special Circumstances Form* (if required), including any required supporting documents.

What happens if ABA cancels a course?

ABA may choose not to offer a course for a number of reasons. These include replacement of a course with a new course or proposed cancellation of an intake due to insufficient student numbers. In these rare circumstances, students that have not yet commenced the course will be notified in writing and will be given the option to transfer their enrolment to another course and/or study period or request a full refund of any fees paid in advance. If the student requests a full refund, ABA will refund all tuition fees within two weeks of the course cancellation.

Where ABA replaces an existing course with a new course, existing students enrolled within the proposed cancelled course will be given the option to either complete the existing course or transfer to the new course (subject to meeting the requisite entry requirements). In these situations, ABA will put in place appropriate transitioning arrangements for students.

Tuition Assurance Scheme

To protect the interests of students, ABA is a member of the Australian Student Tuition Assurance Scheme. Under this scheme, if for any reason ABA is unable to provide a refund or place the student in an alternative course, the ASTAS administered by the Australian Council for Private Education and Training (ACPET) will place the student in a suitable alternative course at no extra cost to the student.

Disclosure of Information

ABA acknowledges and respects the privacy of individuals. We advise that the information you provide is “personal information” as defined by the Privacy and Personal Information Protection Act 1998. This information is collected for the purposes of processing your application or enquiry, keeping you informed of upcoming events and assisting us in improving our educational services. This information includes but is not limited to your personal contact details, course enrolment details and changes, and the circumstances of any suspected breach of a student visa condition. ABA reserves the right to verify any of the details you have provided on this form in order to assess your application.

ABA may be required to provide personal information to external organisations including the Australian Government and designated authorities in order to provide specific services and as required by law. This may include, but is not limited to sharing information with the Department of Immigration and Citizenship (DIAC), Department of Education, Employment and Workplace Relations (DEEWR), Centrelink, Australian Council for Private Education and Training (ACPET), the Tuition Assurance Scheme and ESOS Assurance Fund Manager, state and national regulatory bodies. This information includes personal contact details, course enrolment details and changes. ABA may also disclose information if it is reasonably believed to be necessary to prevent or lessen a serious threat to life or health of any person. The full, current Privacy Policy can be viewed online in the ABA Student Handbook at www.aba.edu.au/about/How_to_apply/Vet_Fee_Help/.

This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws.

Publication

These Terms and Conditions are to be published for students on the ABA Website and when completing ABA Application for Enrolment forms to ensure current and potential students have up to date and accurate information publicly available.