



AUSTRALIAN STUDY LINK INSTITUTE

Level 2, 123 Lonsdale St
Melbourne, VIC 3000, Australia
Phone: +61 3 9639 9951 | Website: www.asli.vic.edu.au

CRICOS No: 03483G | RTO No : 40794

LETTER OF OFFER

Date of Offer:

Student's Personal Details:			
Full Name:			
Student ID:		Date of Birth	
Residential Address:			
Post Code		Application Number	

Dear Title Surname,

Thank you for your application to study at Australian Study Link Institute (ASLI). We are pleased to offer you a place as an international student at Australian Study Link Institute campus. Please find the details of the course(s) and fees outlined in the attached below:

Intake Applied for:	
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Select	Course Code and Name	CRICOS Course Code	Start Date- End Date	Duration (weeks) including holiday breaks) *	Study Period (weeks)*	Total tuition fee (AUD)	Total material fee	Application fees	Total Course Fee
	BSB40520-Certificate IV in Leadership and Management	106803F		40 Weeks (including holiday breaks)	2 Study Periods	\$9,100	\$600	\$300	\$10,000
	BSB50420 - Diploma of Leadership and Management	104633B		52 Weeks (including holiday breaks)	2 Study Periods	\$11,100	\$600	\$300	\$12,000
	BSB60420- Advanced Diploma of Leadership and Management	107072F		52 Weeks (including holiday breaks)	2 Study Periods	\$14,700	\$600	\$300	\$15,600
	BSB80120 - Graduate Diploma of Management (Learning)	107073E		52 Weeks (including holiday breaks)	2 Study Periods	\$15,700	\$600	\$300	\$16,600
	SIT30821 - Certificate III in Commercial Cookery	109844F		52 Weeks (including holiday breaks)	2 Study Periods	\$10,000	\$1700	\$300	\$12,000
	SIT40521- Certificate IV in Kitchen Management	109502F		78 Weeks (including holiday breaks)	3 Study Periods	\$15,700	\$1000	\$300	\$17,000
	SIT50422- Diploma of Hospitality Management	112633B		64 Weeks (including holiday breaks)	3 Study Periods	\$11,600	\$600	\$300	\$12,500
	SIT60322- Advanced Diploma of Hospitality Management	112634A		92 Weeks (including holiday breaks)	4 Study Periods	\$16,800	\$900	\$300	\$18,000

*Note: Details of course information can be obtained from our student prospectus, handbook or by visiting our website: <http://www.asli.vic.edu.au/> or contact student's administration on +61396399951, 1300200839. Students can also email their request at sso@asli.vic.edu.au.

Material Fees will include printed reading materials and handouts or books only.

Delivery Mode: For BSB qualifications: Classroom based Face to Face theory learning.

For SIT Qualifications: Face to face in a classroom and practical training at ASLI's commercial kitchen with access to a simulated environment.

Delivery Location: Classroom based Face to Face delivery Location (On campus): Level 2, 123 Lonsdale Street, Melbourne, Victoria 3000, Australia

Practical training location for SIT Qualifications, i.e., Commercial Cookery, Kitchen, and Hospitality Management qualifications will be delivered at ASLI's commercial kitchen at: 4-6 Baxter Street, Coburg, Victoria 3058.

For Commercial Cookery, Kitchen, and Hospitality Management qualifications: It is a mandatory requirement for students undertaking Commercial Cookery, Kitchen, and Hospitality Management qualifications to have a kitchen kit (includes chef dress, knife kit and Safety shoes) to enter the kitchen and to be able to undertake training in the kitchen effectively. ASLI will provide a chef dress and knife kit at \$280. Students will have to buy safety shoes separately which are mandatory.

For Commercial Cookery, Kitchen, and Hospitality Management qualifications only: Students are required to complete Work Based Training as part of their course, and it will be completed in the workplace commercial kitchen. An induction for WBT students will be conducted at the institute and workplace induction will be conducted at the workplace before commencement of WBT. Please refer to the student handbook or ASLI's website and for further details contact ASLI institute at +61396399951, 1300200839.

Please Note: Students are required to attend a minimum 20 scheduled course contact hours per week.



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Initial Fee Deposit	
Fees and Charges	Amount (\$AUD)
Tuition Fee (Partial Tuition Fee for First Course):	400.00
Material Fee:	1700.00
Application (Non-Refundable) * Conditions apply	300.00
OSHC Fee:	0.00
Total Minimum Initial Deposit Required:	2400.00
OSHC: Please note that overseas student health cover (OSHC) is compulsory for students on a student visa. Students must arrange their own insurance. https://www.privatehealth.gov.au/health_insurance/overseas/overseas_student_health_cover.htm Students need to pay the required initial deposit upon accepting this offer letter. The deposit amount will be deducted from the overall fees.	

Initial Payment required:

*Application fee is a one-time fee payable during admission to cover administration cost associated with enrolment and it is non-refundable fee in event of withdrawal *conditions apply. Refer to Fee Payment and refund policy or student handbook available on ASLI's website for more details.

*Material Fees will include printed reading materials and handouts or books only.

Note: ASLI doesn't ask students to pay more than 50% of the students' total fee for a course prior to course commencement. However, the student may choose to pay more than 50 percent of their tuition fees before their course commences. If you would like to pay more than the listed payment plan (provided below), please contact us on apply@asli.vic.edu.au. Any amount of fees paid before the start of the course will be reflected on your Confirmation of Enrolment (COE).

Accepting this offer:

This offer will expire 30 days from the date of issue. The offer letter does not guarantee admission at ASLI and is subject to the availability at the time of admission.

To accept this offer, you must:

- carefully read the attached written Student Agreement & Acceptance,
- meet all the entry requirements of the courses,
- make the necessary initial payment,
- have a valid Overseas Student Health Cover (OSHC) before commencing the course with the Institute,
- Read and complete all the sections of the Written Agreement which includes information about the institute refund arrangements.
- sign the agreement and return it to ASLI.

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

Australian Study Link Institute will not process and accept the tuition fee deposited before the students signs the agreement. ASLI 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 ASLI has received the 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 payments to Australian Study Link Institute account listed below.

Bank Details	
Account name	RTO Connect Pty Ltd
Bank Name	Commonwealth Bank
BSB	063009
Account Number	10656505
Swift Code	CTBAAU2S

We look forward to welcoming you to ASLI.

Yours Sincerely,

Student Administration
ASLI



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STUDENT AGREEMENT & ACCEPTANCE

Make an Informed Choice:

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

Please read this agreement carefully before signing the agreement. ASLI 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

RTO Connect Pty Ltd t/a Australian Study Link Institute, here in after referred to as "ASLI" and the student.

This Student Agreement details your enrolment into courses delivered by ASLI.

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

Students are encouraged to contact ASLI'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

1. Student Details

Student Name:			
Student ID		Date of Birth:	
Address			
Mobile:		Email Address:	

2. Campus

Campus	Australian Study Link Institute
Address	Level 2, 123 Lonsdale St, Melbourne, VIC 3000, Australia
Phone	+61396399951, 1300 200 839
Email	apply@asli.vic.edu.au

3. Course Details

Select	Course Code and Name	CRICOS Course Code	Start Date- End Date	Duration (weeks) including holiday breaks) *	Study Period (weeks)*	Total tuition fee (AUD)	Total material fee	Application fees	Total Course Fee
	BSB40520-Certificate IV in Leadership and Management	106803F		40 Weeks (including holiday breaks)	2 Study Periods	\$9,100	\$600	\$300	\$10,000
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SIT60322- Advanced Diploma of Hospitality Management	112634A		92 Weeks (including holiday breaks)	4 Study Periods	\$16,800	\$900	\$300	\$18,000

***Note:** Details of course information can be obtained from our student prospectus, handbook or by visiting our website: <http://www.asli.vic.edu.au/> or contact student's administration on +61396399951, 1300200839. students can also email their request at sso@asli.vic.edu.au.

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****For Commercial Cookery, Kitchen, and Hospitality Management qualifications only:** Students are required to complete Work Based Training as part of their course, and it will be completed in the workplace commercial kitchen. An induction for WBT students will be conducted at the institute and workplace induction will be conducted at the workplace before commencement of WBT. Please refer to the student handbook or ASLI's website for individual course information and for further details or contact ASLI institute at +61396399951, 1300200839.

Please Note: Students are required to attend a minimum 20 scheduled course contact hours per week.

4. Course Fees and Payment Schedule

Initial payment of fees is payable when the student enrolls into a course. The student is required to pay an application fee, material fee and initial tuition fee deposit prior to commencement. Students will be required to purchase kitchen kit from the Institute only which is available at \$280 (excludes safety shoes).

Please note that the application fee is a one-time fee to cover the cost of administration related costs and is a non-refundable fee* conditions apply. The Fee has been scheduled to ensure that ASLI does not collect more than the initial tuition fee amount as stated on your offer letter. ASLI doesn't ask students to pay more than 50% of the students' total fee for a course prior to course commencement. However, the student may choose to pay more than 50 per cent of their tuition fees before their course commences if they wish to.

Any amount of fees paid before the start of the course will be reflected on your Confirmation of Enrolment (COE). For more detailed information, please refer to the Fee Payment and Refund Policy available on the ASLI's website or student handbook.

Fee Schedule:

Choose your Payment Method

Payments to ASLI can be made by Direct Debit, Internet Transfer, and International Bank Draft to the account detailed below. To pay by Credit Card please call admin. Please indicate your preferred method of payment

BANK TRANSFER

Bank: Commonwealth Bank
BSB: 063009

Account Name: RTO Connect Pty Ltd
Account Number: 10656505

Ezidebit(This is a direct debit option; if you are selecting Option B then this is the only method of payment)

Please Note: There is an additional AU\$20 setup fees if student chooses Ezidebit option-B.

CREDIT CARD (Please note that a 3% surcharge applies to all credit card payments (American Express card will have higher charges)



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Please refer payment plan below for more details

SIT30821-Certificate III in Commercial Cookery				
FEE SCHEDULE				
TOTAL TUITION FEE (\$AUD)				
TOTAL MATERIAL FEE (\$AUD)				
APPLICATION FEE		-		
OTHER FEE'S(\$AUD)	HEALTH COVER	-		
	Kitchen Kit (includes knife kit and chef dress)	-		
	AIRPORT PICKUP	-		
	HOME STAY FEE	-		
TOTAL COURSE FEE (\$AUD)		\$10,500		
Please chose either Option A or Option B				
Option A If you wish to pay your tuition fee in 2 instalments, then 50% as the first instalment must be paid prior to commencement of the course and the second instalment must be paid prior to the commencement of third term or at the mid of your course. (Refer to Section A below) OR				
Option B Once you pay an initial deposit then remaining fee can be paid via easy monthly instalments via EZY debit only starting from month after you start your course e.g. Your CoE start on 15th Feb 2020 so next monthly instalment will be due on 15 th March 2020 each month until not fully paid (Refer to Section B below)				
A	Payment Schedule for Option A			
Total course fee, due prior to the course commencement		\$4500		
Material Fee				
Remaining total due after the commencement of your course		\$4500		
B	Payment Schedule for Option B			
Initial Deposit	Tuition Fees:		\$900	
	Material Fees:		\$1200	
	Application Fees:		\$300	
Initial Course Fee, Due Prior To Course Commencement			\$2400	
	Instalment Number/Study period covered by instalments	Study Period	Amount (AUD)	Due date
	Instalment 1 (Initial Course Fee)	Study period 1	\$900	
	Instalment 1 Material Fee + Application Fee	Study period 1	\$1500	
	Instalment 2	Study period 1	\$800	
	Instalment 3	Study period 1	\$800	
	Instalment 4	Study period 1	\$800	
	Instalment 5	Study period 1	\$800	
	Instalment 6	Study period 1	\$800	
	Instalment 7	Study period 2	\$800	
	Instalment 8	Study period 2	\$800	
	Instalment 9	Study period 2	\$800	
	Instalment 10	Study period 2	\$800	
	Instalment 11	Study period 2	\$900	
	Total		10,500	



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If you would like to pay more than the listed payment plan, please contact us on accounts@asli.vic.edu.au. This payment plan has been designed to provide students with flexibility in paying fees. Upon signing of this agreement, you are liable to pay full course fees after course commencement unless there are any conditions applied as per the Fee Payment and refund conditions of ASLI's Fee payment and Refund policy and as per this written agreement. The table below lists a Schedule of Fees charged by ASLI to students where applicable.

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Course Fee	As per course offer and written agreements
Application Fee (Non-Refundable) *conditions apply	\$300
Material Fee	Depending upon the qualification
Recognition of Prior Learning Fee	Subject to Qualification and Units
Credit transfer Fee	No charge
Repeat/Re-enrolling unit Fee	\$300
Re-assessment Fee (after 2 attempts)	\$300
Late payment Fee	\$50 per week
Deferral/Suspension Administration Fees	\$300
Bank Transfer Fee	What the bank charges for the transfer
Credit Card Payment Surcharge	3% surcharge
Accommodation Services	Depends on Specific Arrangements
Airport pickup	AU100 (From airport to ASLI head office)
OSHC (Overseas Student Health Cover)	Outsourced- contact ASLI for more details
Re-Issue of Certificates and transcript	\$100 for each Qualification
Re-Issue of Student ID Card	\$10
Interim Academic Transcript	No charge
Change of COE Fee	\$300
COE Extension	Depends on course and duration extended
For Learners undertaking SIT qualifications	
Kitchen Kit (includes chef dress and knife kit)	\$280
Safety Boots for practical training in the kitchen	\$70

*Fees are subject to change without prior notice. However, fees will not change after the signed agreement has been received for the duration of same course. Please contact the student administration for updated fees and charges. For all the courses, course material fees will include handouts and printed material only.

5. Entry Requirements and Prerequisite (including English language Requirements)

Enrolment information

ASLI's enrolment requirements for the courses are:

- A completed enrolment form and signed agreement.
- Photo Identification documents, such as a passport.

Pre-training Review (PTR)

Pre-Training Review (PTR) is conducted prior to the enrolment into your course of studies to ensure that the training and assessment provided by Australian Study Link Institute (ASLI) can meet the student's individual needs.

ASLI reviews the student's current competencies, student needs, English level, *support requirements and oral communication skills, to enrol them in the most appropriate course to achieve their intended outcomes.

Students are required to fill up the PTR form which is included in the Application form as "Appendix 1" and read all the details of their course, policies, and procedures of the Institute before filling up the answers. Information can be made available from the Student Handbook/Student Prospectus and/or website. ASLI will review the student's current competencies, student needs, English level, *support requirements and oral communication skills, in order to enrol them in the most appropriate course to achieve their intended outcomes.

*Refer to ASLI's Student support and welfare policy for more information on the support services provided by the institute.

The pre-training review ensures that ASLI:

- understands the student's reasons for undertaking the course.
- ensures the suitability of the training for the students.
- Understands the student's current competencies and therefore provides opportunities for these to be assessed.
- Provides students with information necessary for them to make enrolment decision and to ensure that students reasons for undertaking qualification with ASLI aligns with their previous experience in particular sector (if any), Educational and career goals.
- Identifies possible Recognition of Prior Learning (RPL) and/or Credit Transfer (CT), student's English level, oral communication skills, knowledge on Language Literacy and Numeracy skills.
- check if the training and assessment strategies employed to deliver the course suits the student's needs, and



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- Provides relevant support required for the student to succeed in the course.

*The date when ASLI receives the signed written agreement (either through email or in hand).

RPL or course credit

If a student is granted with RPL or course credit, ASLI will give a written record of the decision to the overseas student to accept and will retain the written record of acceptance and payment receipts for two years after the overseas student ceases to be an accepted student.

If student is granted with RPL or course credit which will reduce overseas student's length course,

- Students will be informed of the reduced course duration following granting of RPL and ensure the confirmation of enrolment (CoE) is issued only for the reduced duration of the course.
- Any changes in course duration will be reported in PRISMS, if RPL or course credit is granted after the overseas student visa is granted.

English Language Requirements for International students:

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

- Either a minimum IELTS test score of 6.0 or equivalent for direct entry into a VET course.
 - or, IELTS score of 5.5 or equivalent with an ELICOS course (up to 10 weeks) to be taken before the main VET course;
 - or, IELTS score of 5.0 or equivalent with an ELICOS course (up to 20 weeks) to be taken before the main VET course;
- Note: Results older than two years are not acceptable.

or Oxford Placement test with score 61 or higher.

Score Guide: Average test score of 61 or higher in Oxford placement test is equivalent to IELTS 6.0.

Students may refer to the IELTS Equivalent Requirements policy for further information available at reception.

OR

- to provide evidence that they have studied in English for at least five years in the United Kingdom, the United States of America, Australia, Canada, New Zealand, or the Republic of Ireland.

OR

- to provide evidence that they are a citizen of and hold a valid passport from the United Kingdom, the United States of America, Canada, New Zealand, or the Republic of Ireland.

OR

- to provide evidence that, within two years* of their signed written agreement 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.

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	6.0	5.5	5.5
Test of English as a Foreign Language (TOEFL) paper based	567	527	500
TOEFL internet-based test	60	46	35
PTE-A	46	36	29

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

Academic Requirements

To enter into the qualification **BSB60420-Advanced Diploma of Leadership and Management**: applicants should have completed a Diploma or Advanced Diploma from the BSB Training Package (current or superseded equivalent versions).

To enter into the qualification **BSB80120-Graduate Diploma of Management (Learning)**: applicants should have completed a Diploma or Advanced Diploma from the any Training Package (current or superseded equivalent versions).

To enter into **BSB40520-Certificate IV in Leadership and Management, BSB50420-Diploma of Leadership and Management and SIT (Commercial Cookery, Kitchen, and Hospitality Management) qualifications delivered at ASLI**, applicants should have successfully completed year 12 or secondary studies in applicant's home country equivalent to Australian senior secondary school examination.

OR

For all the qualifications delivered at ASLI, Mature age students will also be considered without the minimum education requirements but with relevant work experience within chosen area of study and a demonstrated capacity to meet course requirements. A minimum of 2 years' experience would normally be expected but each case will be reviewed individually. Relevant work experience evidence by work reference letter on company letterhead, work samples and curriculum vitae submitted will be considered. Such learner will be accessed for possible RPL opportunities, and their course duration



and volume of learning will be adjusted accordingly, if any RPL is granted.

Language, Literacy and Numeracy test (LLN)

Students undertaking the courses at ASLI must possess sound Numeracy skills since it requires them to do calculations or any other course related work. To determine this, all students who are interested in studying at ASLI are required to undertake LLN Test prior to the commencement of the course. Based on the test outcome, students may be identified as requiring internal support services and/or external support services.

The LLN test will be conducted on campus by using an ACSF mapped online LLN assessment tool - LLN Robot - under the supervision of a qualified LLN assessor.

All students are required to undertake a language, literacy, and numeracy test (LLN) according to the following qualification:

Qualifications	Performance Level
BSB40520-Certificate IV in Leadership and Management	ACSF Level 3
BSB50420- Diploma of Leadership and Management	ACSF Level 4
BSB60420- Advanced Diploma of Leadership and Management	ACSF Level 4
BSB80120 - Graduate Diploma of Management (Learning)	ACSF Level 4
SIT30821- Certificate III in Commercial Cookery	ACSF Level 3
SIT40521- Certificate IV in Kitchen Management	ACSF Level 4
SIT50422- Diploma of Hospitality Management	ACSF Level 4
SIT60322- Advanced Diploma of Hospitality Management	ACSF Level 4

Students are required to achieve the expected level of performance level as per the required level. Where a student does not achieve the required LLN scores for the qualification into which they are seeking enrolment, LLN support* will be provided to the student, providing the student achieves the required performance level in at least three of the core skill elements and only fails to achieve the required score in the other 2 areas by 1 level. However, if a student fails to demonstrate performance level in more than two core skills or fails to achieve required scores by more than level 1 in any of the skills, this will result in rejection of the application. A student failing to demonstrate this LLN level does not have the required skills to successfully obtain the qualification applied for and will be referred to explore other training pathways.

***LLN support-**If students do not meet the recommended English and/or LLN requirements, students will be referred for additional support which will be provided by the institute with ACSF Support Plan or students may also be asked to take further Language, literacy and numeracy training, such as ELICOS programs at other institutes to ensure that students are provided with support and proper guidance. ASLI does not offer ELICOS programs.

ACSF Support plan is a plan developed for students who are facing difficulties in meeting LLN requirements. This plan is implemented for students to achieve expected learning outcomes. Support learning outcomes will be provided in the areas where students have been identified as facing difficulty and if a student's performance level is less than the required level. Support plans will be developed on an individual case-by-case basis. Refer to Student handbook for more details.

Computer Literacy Requirements

Students enrolling into ASLI courses must have basic computer skills. Students will be required to fill in the questions related to computer and internet skills in the Pre-Training Review form attached along with the application form.

Students who do not possess basic computing skills will be provided with basic computer use support. Students may contact ASLI for any further information or assistance on 03 9639 9951.

Minimum age requirements

Students must be above 18 years of age while filling up the application form.

Materials and Equipment Required

ASLI will provide access to computers with required resources including access to internet during classroom hours, however, to work on the 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.

Note: For all the courses, course material fees will include handouts and printed material only.

For SIT Qualifications i.e., Commercial Cookery, Kitchen, and Hospitality Management.

Requirements for tools and equipment

It is a mandatory requirement for students undertaking Commercial Cookery, Kitchen, and Hospitality Management qualifications to have a kitchen kit including chef dress, safety boots and knife kit including various knives and other tools. Kitchen Kit is required to enter the kitchen and to be able to undertake training in the kitchen effectively. Kitchen kit is not included in the material fees as the material fees will include printed reading materials and handouts or books only. ASLI will provide a chef dress and knife kit at \$280. Students will have to buy safety shoes separately which are mandatory.



If learners wish to discuss any matter relevant to their entry and study requirements further, please contact the institute on +61 396399951.

Physical Abilities and handling complex foods.

For SIT Qualifications, learners are expected to have physical abilities and manual handling required to perform tasks involved while undergoing training effectively. Learners must be able to handle complex foods including cooking of various processed or raw meats, poultry, seafoods, dairy items and must keep in mind any religious or dietary barriers to handle such foods before enrolling into these courses. In line with its access and equity policy, ASLI will identify any such barriers presented by students during pre-training review call before enrolment and will identify and provide required support and reasonable adjustment where possible.

Physical Fitness: Students are expected to understand physical abilities and manual handling required to perform tasks involved while undergoing training effectively. As part of this course students are expected to do manual handling, lifting heavy pots and pans.

Work Based Training-Students will be required to complete work Based Training as part of Commercial Cookery, Kitchen, and Hospitality Management qualifications, and it will be completed in the workplace commercial kitchen. An induction for WBT students would be conducted at the institute and workplace induction will be conducted at workplace before commencement of WBT. Please refer to the student handbook or ASLI website for individual course information and for further details or contact ASLI institute at +61396399951, 1300200839.

6. Conditions of Enrolment

- a. 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 will be determined through assessment of your academic achievements, examination results, attendance, aptitude, and attitude, all of which must be deemed satisfactory.
- b. Students are required to undertake Language Literacy and Numeracy tests before the course commencement. LLN tests will be conducted by using LLN Robot on campus under the supervision of qualified assessors.
- c. By enrolling in this course, you must agree to pay all the 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 the students are required to pay the remaining fee amount of the increased fee for the extended component of the course. ASLI reserves the right to change fees at their discretion.

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 can 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>
- d. You are required to understand and agree that you must meet all the conditions of the Department of Home Affairs (DHA) applicable on the Student Visa 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 ASLI of the change of your address, emergency details within 7 days of change.

Student visa may be affected if students fail to maintain their enrolment.

- e. 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 will be processed as soon as possible.

The RPL access fees are subject to the qualification and units.

Credit Transfer fee: No charge

Refer to CT and RPL policy available on <http://www.asli.vic.edu.au/> under policies section for more details.

- f. 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.
- g. Only under exceptional circumstances within compassionate grounds, and at the discretion of ASLI, 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 will be formally granted by ASLI.
- h. 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.
- i. 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 must be reported to the Department of Education and Training and the Department of Home Affairs (DHA) via PRISMS by the institute and this may affect the status of a student visa.

- j. ASLI reserves the right to change or replace trainers, assessors, teachers, or tutors at any time, cancel a course or subject prior to the commencement of each term and make changes to the syllabus or timetable at any time.
- k. ASLI may at its discretion cancel, vary, or postpone the commencement date of a course. In the event of cancellation or postponement, ASLI agrees to refund all the fees paid by the student within 14 days in case of ASLI's default. However, the student agrees that there shall be no entitlement to damages.
- l. 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. ASLI will deal with each case independently and pay the refund amount as per the refund conditions. For more details, please refer to ASLI's Fee Payment & Refund policy.
- m. Students are required to be over 18 years of age while applying to study at ASLI.
- n. Overseas student or intending overseas student, while in Australia and studying with ASLI must notify the institute of his/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 ASLI immediately of any changes to your address, email, or telephone details. Failure to do this will mean that you may not receive important information which may affect your course, your enrolment, or your visa. ASLI 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 while studying with ASLI.
- o. You must be aware of the estimated cost of your stay in Australia and understand the financial capacity to meet such costs is your responsibility. You must also be aware that the tuition fees do not include the living expenses, textbooks and/or transportation cost. Please refer to the course fee listed in this agreement.
- p. You must be 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.
- q. You must, prior to enrolment, view, read and understand the student handbook/ASLI's website and be aware of the vocational outcomes associated with this course.

- r. You must be aware that there shall be no requirement for ASLI 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. ASLI has the right to change unit of competency results if insufficient assessment evidence is found in support of unit of competency during its internal quality review.
- s. You must enter into this agreement having relied upon your own enquiries and the information contained in the ASLI course brochure, student handbook and not rely on any other representations whatsoever.

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

Note: ASLI 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 ASLI.
- guarantee a successful education assessment outcome for the student or intending student.
- does not Guarantee any employment outcome.

7. Refund of Tuition Fees

Process of Claiming Refund

A student who wishes to apply for a refund of tuition fees in accordance with ASLI's Fee Payment and Refund policy should do so by filling up a Refund Application form is available at ASLI's reception and on ASLI's website <http://www.asli.vic.edu.au/>. Students must submit refund application form along with other supporting documents on campus. The documents should be submitted to:

Accounts Officer
Australian Study Link Institute
Level 2, 123 Lonsdale St, Melbourne, VIC 3000, Australia
Or
Email us at accounts@asli.vic.edu.au

All students' refunds are conditional on the following:

COURSE WITHDRAWAL

Where a written notice of withdrawal is received by the Institute at least **12 full weeks or more before the agreed start date** of the course or term, the institute will refund 100% of the fee received except application fee.

- i. Where a written notice of withdrawal is received by the institute 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.
- ii. Where a written notice of withdrawal is received by the institute within **5 full weeks or less before the agreed start date** of the course or term, no refund will be provided.
- iii. Where a written notice of withdrawal is received by the institute **after the start date** of the course or term, no refund will be provided.



iv. Where the student defaults, including withdrawing from a course, after the course/term start date, students will be liable to pay full tuition fee for that study period and there will be no refund of paid tuition fees.

v. It should also be noted that if the student's enrolment falls within no refund timelines before the agreed start date of the course, then there will be no refund.

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

vi. If the refund application is approved, a refund will be paid within the period of 20 working days after receiving a written notification/claim from the student and relevant forms duly signed by the student.

vii. The institute must have received funds for any refunds to be made available (i.e., cheques are cleared, telegraphic transfers have been received).

B. STUDENT DEFAULTS

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

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

a) the student withdraws from the course at the location (after the agreed starting day).

or

b) the institute refuses to provide, or continue providing, the course to the student at the location because of one or more of the followings:

- i. the student failed to pay an amount payable to the provider for the course.
- ii. the student breached a condition of his/her student's visa and his/her visa has been refused.
- iii. misbehavior by the student {Note: the student is entitled to natural justice under subsection 47A (3)}

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

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

ASLI will pay the refund to the following person:

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

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

c. VISA REFUSAL

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

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

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

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

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

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

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

a. The weekly tuition fee = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.

b. Weeks in default period: number of calendar days from the default day to the end of the period to which the payment relates/7 or the number of weeks in the default period = the number of weeks (i.e., calendar days divided by 7, rounded up to the nearest whole number) in the unexpired portion of the course after the default day, in relation to which ASLI has received tuition fees.

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

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

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

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:

i. A refund of course fees, which will be issued to the student within 14 days.

ii. Or be placed in an alternative course with the institute or another provider. If the student chooses this option, they must sign a new written agreement to indicate that they have accepted the placement.



AUSTRALIAN STUDY LINK INSTITUTE

Level 2, 123 Lonsdale St
Melbourne, VIC 3000, Australia
Phone: +61 3 9639 9951 | Website: www.asli.vic.edu.au

CRICOS No: 03483G | RTO No : 40794

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 working days after the 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.

I. REFUND PROCESS

- a. The student must apply for a refund using the *Refund Form* available on the website or from reception, along with the evidence and supporting documents. Such documents may include:
 - i. a completed refund application form provided by the institute.
 - ii. a letter from DHA advising of a rejection of the student visa application or a refusal to extend a student visa,
 - iii. Proof of extenuating circumstances of a compassionate nature.
- b. Refunds will be made within 20 working days of the receipt of completed refund application form along with the supporting documents by the institute (*in case of student's default*).

- c. Refunds will be made within 14 working days of the receipt of the completed refund application form along with supporting documents by the institute (*in case of ASLI default*).
- d. Students can nominate a person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act.

II. PAYMENT OF REFUNDS

- a. Refunds will be paid in Australian dollars via bank transfer to the bank account number nominated by the student on the refund application form.
- b. Refund to International banks will be made in the Australian currency whereby the student will receive refund amount equivalent to Australian dollar exchange rate on the date of transfer.

Note: Timeline for refund

It is to be noted that refunds will be made available to students differently based on the student's default and providers (ASLI) default.

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

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

Please refer to the course refund table below for details:

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



	b. The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates/7		
RPL fee	No refund if the 'Statement of Attainment' is provided	No refund	No refund
Visa refused due to submission of the fraudulent documents by or on behalf of the student	No refund	No refund	No refund
Withdrawal from the course without notification or breaching their visa conditions	No refund	No refund	No refund
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 course and the student decides to withdraw from the course, then 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 within no refund time period of 5 weeks prior to the agreed start date of the course. Students must read the Fee Payment and Refund section in conjunction with the ASLI's Fee Payment and Refund Policy available on ASLI's website.</p>			

COOLING OFF PERIOD

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

STUDENT'S RIGHTS TO APPEAL

- Any student who is refused for a refund by the institute may appeal within 20 working days in writing to the Student Support Officer and follow the complaints and appeal process of ASLI.
- The institute's appeal process does not restrict the student's right to pursue other legal avenues.
- 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 act under the Australian Consumer Law if the Australian Consumer Law applies.

8. Change of Address and Contact details.

You are obliged to notify ASLI 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 ASLI 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 ASLI, 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. Complaints and Appeals procedures.

9.1. Informal Complaint Process

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

Complaints dealt with in this way will not become part of the formal complaints process, however, they will be documented and recorded.

ASLI 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.

What can a complaint be about?

A complaint can be about:

- any aspect of the service provided, or not provided by ASLI.
- any aspect of the training and assessment
- the behaviour or decisions of staff, or
- policies and/or procedures of ASLI
- any action by any associate

9.2. 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 Officer. Students can also send an email alternatively to sso@asli.vic.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 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: Student Support Officer/Complaints 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 Lodgement 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 student support/admin staff.

Student support/admin staff will forward the complaint for action to the relevant person or department as soon as practicable and should not take more than 10 days. Parties to complain will not be part of the investigation team.

• Recording the Complaint

Details of the complaints will be recorded in ASLI's complaints and appeals register and a copy will be filed in the student's file. The original complaint will be forwarded to the Student Support Officer/Complaints Officer.

Student Support Officer/Complaints Officer will be responsible for ensuring that all these actions are completed within five working days of the lodgment 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 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 the spirit of natural justice and principal fairness. The best possible resolution will be achieved by keeping a student-centred approach based on the facts and documents.

• Time frame

The 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 within a *maximum within 60 days of receipt of complaint*.

Where ASLI 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 a complaint falls outside the definition of complaints: the Student Support Officer/Complaints Officer will advise the student accordingly. Student Support Officer/Complaints Officer may dismiss a complaint if, in their view the complaint is ill advised, misguided, frivolous, malicious, or vexatious.

Note: *It is to be noted that ASLI will respond to any complaint or appeal the overseas student makes regarding his or her dealings with ASLI, ASLI's education agents or any related party that ASLI has an arrangement with, to deliver the overseas student's course or related services. However, ASLI does not have any arrangement with, to deliver the overseas student's course or related services.*

At the conclusion of the resolution phase, the Student Support Officer/Complaints 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: The Institute's decision and reasons for the decision will be recorded by the Student Support Officer/Complaints 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 <http://www.asli.vic.edu.au/> or student administration/reception.

9.3. Internal Appeals Process

Internal appeals may arise from several 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 a student who is dissatisfied with the outcome to reconsider a decision made by ASLI.



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

- **Acknowledging Lodgment of a complaint**

Appeals are acknowledged by sending written confirmation of the complaint that will be made by the Administration Officer or representative.

- **Consideration of Appeal by Administration Officer/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) 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's Code of conduct for details available on Student handbook).

- **Time Frame and Acting on an Appeal**

Within 10 working days of receiving the Complaints and Appeal Form, the Chief Executive Officer (CEO) 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 an 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 decide.

Student Appeal Committee

- Compliance Manager
- Training Manager
- Campus Manager

**ASLI 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 about **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: ASLI 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 Administration 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 matters are still unresolved after the implementation of the above procedures and the internal appeals process exhausted, or if the student is not successful in the ASLI's internal complaints and appeals process. In such cases, the 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 ASLI.

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

9.4. External Appeals Process

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

ASLI will refer the student to a **Commonwealth ombudsman** to lodge an external appeal or complain about the decision.

The Commonwealth 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., ASLI in this case, has followed its policies and procedures, rather than decide in favour of the Institute. External appeal authority will be provided with sufficient information within the 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 decide as to what the subject result should be.

Complaints outcome will be entered into the complaints register after external appeals have given a decision and a 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, ASLI 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 ASLI.



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 Commonwealth ombudsman is a free and independent service.

The Commonwealth ombudsman contact details are:

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

The Commonwealth ombudsman investigates complaints about problems that overseas students have with private education and training in Australia.

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 identifies through investigations.

For further information, please visit <https://www.ombudsman.gov.au/How-we-can-help/overseas-students> or contact the Commonwealth 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.

Appeals related to Deferment, Suspension or Cancellation of Enrolment

Where a student has decided to access the appeals process in relation to deferment, suspension or cancellation of their enrolment, ASLI will not update the student's status or report to the Department of Home Affairs (DHA) via PRISMS until the appeal process is completed.

ASLI will maintain all relevant responsibilities until:

- The internal and external complaints processes have been completed and the breach has been upheld.
- The overseas student has chosen not to access the internal complaints and appeals process within the 20-working day period.
- the overseas student has chosen not to access the external complaints and appeals process.
- The overseas student withdraws from the internal or external appeals process, by notifying the Institute in writing.

Note: *Please note that the following procedures do not remove your right to seek other dispute resolution services, or to seek other legal remedies, provided by external bodies, such as, the Dispute Settlement Commission of Victoria, Consumer and Business Affairs Victoria, or the Equal Opportunity Commission Victoria.

Students can refer to Complaints and Appeals Policy available on ASLI's website for further details.

10. Course Monitoring and Attendance Policy

Australian Study Link Institute (ASLI) has a Course Monitoring and Attendance Policy which states that students are required to maintain satisfactory course progress throughout the course. Students are 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 unsatisfactory course progress. Hence, students are required to attend classes in accordance with the course timetables to make satisfactory course progress.

For SIT qualifications-Students must attend all theory and kitchen practical to fully develop their culinary skills. A student's kitchen attendance will be monitored closely, and student missing kitchen's practical classes will be treated on a case-by-case basis. A student missing more than one kitchen practical class will not be allowed to sit in re-assessment but will be required to repeat the units as it will not be possible for students to develop the required skills without attending kitchen practical classes.

Under the Education Services for Overseas Students Act 2000 and the National Code 2018, ASLI is required to report unsatisfactory course progress (failing to complete at least 50% of units for two consecutive study periods) to the Department of Home Affairs (DHA) via PRISMS when students are at risk of breaching their Visa requirements. If you continue to fail the course progress requirements for two consecutive study periods, you will be reported to the Department of Home Affairs.

Satisfactory course progress: successfully completing or demonstrating competency in at least 50% of the units in any study period as course requirements.

Note: Student's attendance will be recorded at each scheduled class, and it will be reviewed regularly basis based on trainer attendance records. Unsatisfactory attendance may lead to unsatisfactory course progress which can lead to you being reported to the DHA based on unsatisfactory course progress. For detailed information, kindly refer to Course Monitoring and Attendance Policy available on ASLI's website or refer to Student's handbook.

11. 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 the documents related to this application and keep them in a safe and secure place.

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



12. 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 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 authorised or required to do so by law.

You can access information collected from you on the application form and during your enrolment by contacting Student Administration at the Institute.

Under the National Vocational and Training Regulator (Data Provision Requirements) Instrument 2020, ASLI 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 ASLI for statistical, regulatory and research purposes. ASLI may disclose your personal information for these purposes to third parties, including:

- Employer – if you are enrolled in training for industry placement Commonwealth and State or Territory government departments and authorized agencies.
- NCVER.
- Organisations conducting student surveys; and
- Researchers.

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

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

You may receive an NCVER student survey which may be administered by an NCVER employee, agent, or third-party contractor. 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).

Please Note: Information collected from you on this form may be shared with your authorized education agent if required.

Therefore, it is your responsibility to notify ASLI if you are planning to change or have changed your authorized education agent within 5 working days.

Access, Correction and Complaints

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

Please refer to ASLI privacy policy for more information and/or visit office of the Australian Information Commissioner (OAIC) at <https://www.oaic.gov.au/> for more information.

Students 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 and conditions of enrolment which I agree to abide by as a student at Australian Study Link Institute.
- 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 act under the Australian Consumer Law if the Australian Consumer Law applies.
- 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 understand that my tuition fees are safeguarded through Tuition Protection Service (TPS) in accordance with the ESOS Legislation.
- I agree that 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 31 days of the course commencement, then my enrolment will be cancelled based on non-commencement of studies and the Department of Home Affairs (DHA) will be notified accordingly.
- I agree that if I do not complete my course and do not return to studies after a break and have not notified the Institute of any reason within 31 days, it will be considered that I have 'inactively' advised the Institute that I shall not be continuing my studies and my enrolment shall be cancelled. The cancellation of enrolment will be notified to the Department of Home Affairs via PRISMS.
- I declare that all information provided by me for the enrolment into the ASLI 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 at any time at the discretion of the Institute.
- I consent to the collection, use and disclosure of my personal information in accordance with the Privacy Notice provided in this agreement.



AUSTRALIAN STUDY LINK INSTITUTE

Level 2, 123 Lonsdale St
Melbourne, VIC 3000, Australia
Phone: +61 3 9639 9951 | Website: www.asli.vic.edu.au

CRICOS No: 03483G | RTO No : 40794

I have read this Student Agreement. I understand and agree to all the information, terms and conditions provided in this Student Agreement. I acknowledge that I will be responsible for keeping a copy of this written agreement as supplied by Australian Study Link Institute, and receipts of any payments of tuition fees or non-tuition fees.

Student must specify person(s), other than themselves who can receive a refund in respect of the overseas student identified in this written agreement;	
Full name of person authorised to receive refund on behalf of you	
Relationship with the Student	
Address and contact detail of authorised person	

Student Signature:		Date:	
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This agreement will be governed by the laws of Australia and of the State Victoria. This agreement and the availability of complaints and appeals processes do not remove the right of the student to act under Australia’s consumer protection laws. The dispute resolution procedures of the 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 ASLI (to be completed by Student Enrolment Officer or representative)

Authorised Signature:		Date:	
Name:			