Fee Payment & Refund Policy

Purpose

The purpose of this policy is to provide information in relation to Fee payment & refund of course money to students in accordance with the requirements of 'Standard 3' of the National Code 2018 and Standard 2.1 of the Standards for RTOs 2025.

This fee payment & refund policy is consistent with the requirements of ESOS Act, the policy in relation to refunds of tuition fees and non-tuition fees in the case of student default and Provider default i.e., institute's default.

The policy provides students with information on the amounts that may or may not be repaid to the overseas students (including any tuition and non-tuition fees collected by education agents on behalf of Australian Study Link Institute (ASLI).
This Refund policy and procedures have been documented to ensure all students are treated fairly and with integrity when applying for refunds. This policy also ensures compliance with consumer protection laws, including the Australian Consumer Law, and supports transparency in all financial transactions.

Scope

This policy applies to all students currently studying or formally enrolled at RTO Connect Pty Ltd T/A Australian Study Link Institute (ASLI). Applicants are advised to ensure that they understand the Fee Payment and Refund Policy prior to enrolment and payment of any course fees, as required under Standard 2.1 of the Standards for RTOs 2025.
The policy applies to both tuition and non-tuition fees and outlines the specific conditions under which refunds may be granted, including cases of provider and student default as defined in the ESOS Act 2000. Refunds will be available only under certain circumstances as mentioned in this policy below.

Responsibility

Administration Officer will be responsible for the implementation, monitoring, and interpretation of this policy.

ASLI will ensure that learners are aware about their rights and obligations under the written agreement and relevant legislation including the right to obtain a refund for the services not provided by the institute in the event of the following:

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

ASLI will also inform students of their right to access the Tuition Protection Service (TPS) and consumer protections under Australian Consumer Law.

Definitions

Tuition Fee: Tuition fees are the fees paid to your education provider that are directly related to the provision of your course. Tuition fees do not include fees for books or equipment, Overseas Student Health Cover (OSHC), administration fees, accommodation costs, or visa application charges.
Tuition Protection Service (TPS): Tuition Protection Service is a protection scheme for international students whose provider cannot fully deliver a course for which the student has paid. The TPS ensures that international students can either:

a. complete their studies in another course or with another education provider or
b. receive a refund of their unspent tuition fees.

Agreed Start Date/Course Commencement: Agreed Start Date (Course Commencement) means the day on which the course was scheduled to start as per the student's Confirmation of Enrolment (CoE), or a later date agreed between student and the RTO (i.e., ASLI in this case) for the start of the course.
Course Material Fee: A fee charged for the cost of providing course materials for theory and practical study, handouts, or printed reading materials (if any), student guides and resource materials that are retained by the student as his/her personal property.
Application Fee: Application fee is one-time fee payable at the admission to cover administration cost associated with enrolment and it is non-refundable fee in event of withdrawal. Conditions apply
Term: A term is referred to a study period. For more information refer to ASLI Handbook
Withdrawal from the Course: Withdrawal refers to a student's deferral, suspension, or cancellation of enrolment in courses offered by the institute.
DHA: Department of Home Affairs
Provider Default: Provider default means when a provider fails to start or finish providing a course to a student at the location on the agreed starting day, this includes circumstances defined under section 46A of the *ESOS Act 2000*. (To know more also refer to section 46B; 46D; 46E; 46F of the ESOS Act 2000)
Student Default: This means when a student fails to start or finish a course with a provider, withdraws from the course, or when provider refuses to provide, or continue providing, the course to the student due to:

- failure to pay an amount that he/she is liable to pay to the provider,

Student breached a condition of his/her student visa, or misbehaviour by the student. These are defined in section 47A of the *ESOS Act 2000*. (To know more also refer to section 47B; 47D; 47E; 47F; 47G; 47H of the ESOS Act 2000)

Requests for Refund of Tuition fees.
A student who wishes to apply for a refund of tuition fees in accordance with this Fee Payment & Refund Policy should do so by completing a Refund Application form available at ASLI reception or on the ASLI's website at www.asli.vic.edu.au and submit with other supporting documents to:

Administration Officer
RTO Connect Pty Ltd t/a Australian Study Link Institute
Level 2, 123 Lonsdale St, Melbourne, Victoria 3000, Australia
Or
Email us at accounts@asli.vic.edu.au

Policy Statement
It is important that learners are aware about the institute's Fees Payment and Refund Policy before they sign the agreement or paying any fees.

ASLI ensures that all prospective and current overseas students receive accurate and comprehensive information about all fees, charges, payment terms, refund conditions, and their rights under the written agreement in accordance with Standard 2.1 of the Standards for RTOs 2025 and Standard 2 of the National Code 2018.
This includes details of:

- all tuition and non-tuition fees payable;
- circumstances in which refunds may or may not be provided;
- students' rights in the event ASLI fail to start or deliver a course (provider default); and
- the availability of the Tuition Protection Service (TPS) for eligible international students.

Fees

- Fees may include tuition fee, non-refundable application fee, material fee, and any other charges such as Interim Academic Transcript.
- Tuition fees is a fee that is directly related to provision of a course.
- Tuition fees does not include the Overseas Student Health Cover (OSHC), books and/or other materials required to undertake the program or compulsory activities where relevant (such as fieldwork or excursions).
- Note: Detailed list of the fees that must be paid to ASLI is available on the student handbook and ASLI's website. Students may call the Institute for further details.
- All relevant fees are clearly mentioned in the Application for Admission Form and Letter of Offer and Student Agreement.
- Prior to a student enrolling, the fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then the student will be required to pay the remaining amount resulted due to increased fees for the extended component of the course.
- Students are entitled to a total of 3 assessment attempts (the original submission plus 2 re-assessments) for each assessment task where they have been marked NYC on submission of their assessment. First 2 attempts will be free of charge, and the 3rd attempt will incur a fee of $500. If the student is unsuccessful after 3 assessment attempts, they will be required to repeat the unit and pay the repeat unit fee which is $500. Students can send an email at apply@asli.vic.edu.au
- In cases where an assessment task is not submitted, or submitted late without an approved extension, reassessment charges may apply. For further information, refer to ASLI's Attendance and Course Progress Policy.

Payment of Tuition Fees

- The initial tuition fee, application fee and material fee as stated in the offer letter and student agreement must be paid in advance before the commencement of the course for confirmation of enrolment at institute. This payment must be made only after the student has received and understood all relevant information as outlined in the written agreement.

- 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 in line with section 27 of the ESOS Act 2000.

- Australian Study Link Institute will not request more than 50% of tuition fee upfront unless the course duration is 25 weeks or less in line with section 27 of the ESOS Act 2000.

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

- Any remaining tuition fees can be paid through payment plan arrangements. All students are required to understand and sign the fees agreement which states the next instalment amounts with the due dates. All due dates on the tuition fees will be kept at standard 15th of every month.

- Student must pay full tuition fees for each term by the due date or as specified in the payment plan unless any other payment plan/arrangement is agreed with the institute.

- Tuition fees will be payable to the Institute by a bank draft or telegraphic transfer (or other approved payment options) in Australian dollars as agreed by the institute.

- Students must pay their fees directly to Australian Study Link Institute (ASLI). Student should not pay the fee to the agent and/ or third party in relation to the application for enrolment.

Note: *ASLI complies with its obligations under section 28 of the ESOS Act 2000, maintaining a designated account for holding pre-paid tuition fees and ensuring transparency and protection of student payments.*

Reminder letter

In case student's installment fails on a particular month, a friendly email reminder along with the first warning letter will be issued to the student after 7 working days of the date when the student has missed the payment i.e., 7 working days after the "due date". Students may also be informed via phone call or post for initial reminder.
After sending the first warning letter, if the student fails to make the payment again and does not communicate with the accounts department, a second warning letter will be issued to the student after 7 Working days of sending the first warning letter. Students will be provided with 7 more working days to make the payment or to request for an extension. Students may call ASLI on +61 3 9639 9951 for any further enquiries.

- If a student fails to make the payment of the outstanding fees even after a final notice and/or email, "Intention to cancel Enrolment" letter will be sent to the student. Student's enrolment will be cancelled after 20 working days of final notice. Once the cancellation takes effect (i.e. after the 20-working day appeal period has expired without an appeal, or any internal appeal has been finalised and the decision upheld), the following restrictions will apply:

i. Loss of access to the institute library service, Learning Management System, classroom, computer system including internet and others.
ii. Loss of access to enrolment records, results, and academic certificates.
iii. Inability to attend any classes where this may result in students having to repeat missed work and/units.

The student has the right to appeal against the decision from the date of letter. Refer to feedback, complaints and appeal policy for information available on ASLI's website. If the student decides to appeal against the decision, his/her enrolment will be kept active until both internal and external appeal process is completed.

- If students choose not to appeal against the institute's decision and makes no further payment or do not contact the institute concerning their debt, their enrolment may be cancelled, and the student will be reported to the Department of Education via PRISMS for non-payment of fees after 20 working days.
- If student decides to not appeal against the decision and agrees to pay the fees, then students will be required to pay the full dues along with late fee of $50 per week.
- An additional fee for re-assessments will be applicable as:
  Students will be given total 3 attempts including one original, the first two reassessment attempts will be free of cost; however, reassessment fee for the third reassessment will incur a fee of $500.

Cost of reassessment will be as follows:

- 1st Original submission: Free of cost
- 2nd Reassessment fee: Free of cost
- 3rd Reassessment fee: $500

If student fails in the 3rd reassessment, then students will have to repeat unit. Repeat unit fee- $500.

- Students who enrol in additional courses will be required to pay a separate tuition fee as specified for the course.
- The tuition fee charged to the student will remain the same provided the student remains enrolled in the same course. If the student transfers the course, tuition fee for the transferred course will be applied.

Please Note: Fees are subject to change without prior notice. However, fees will remain the same once the student is enrolled into a course. Students are advised to contact student administration for updated fees and charges.

- If student's visa status changes (e.g., becomes a temporary or permanent resident), student will continue to pay full overseas student fees for the duration of the enrolled program.
- ASLI reserves the right to engage in any third party to recover any outstanding fees payable to the institute. The cost incurred to the Institute for engaging a third party to recover such outstanding fees will be charged to the student.
- All refunds applications will be submitted to the student administration department and the following procedures will be followed in assessing the application.
- All 'refunds' will be approved by the Administration Officer and the applications will be processed within (4 weeks) of the application being placed.

Procedures

All students' refunds are conditional on the following:

A. 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.
- Where the institute receives a written notice of withdrawal within **6 to 11 full weeks before the agreed start date** of the course or term, the institute will refund 50% of the fee received except application fee.
- Where the institute receives a written notice of withdrawal within **5 full weeks or less before the agreed start date** of the course or term, no refund will be provided.
- Where the institute receives a written notice of withdrawal after the start date of the course or term, no refund will be provided.
- Where the student defaults, including withdrawing from a course, after the course/term start date, students are liable to pay full tuition fee and there will be no refund of paid tuition fees.
- It should also be noted that if your 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 course start date, he/she will not be eligible for refund as enrolment falls in no refund time of 5 full weeks prior to the agreed start date of the course.

- If the refund application is approved, Refund will be paid within the period of 4 weeks after receiving written notification/claim from the student and relevant forms duly signed by the student in line with the obligations under section 47D or 47E of the *ESOS Act 2000*.
- The institute must have received funds for any refunds to be made available (i.e., cheques are cleared, telegraphic transfers have been received).

- Refunds will be paid to the person specified in the written agreement (typically the student), unless otherwise agreed in writing, in accordance with section 47D(3) of the ESOS Act 2000.

B. STUDENT DEFAULTS

An overseas student or intending overseas student defaults, in relation to a course at a location, if the student himself/herself initiates termination of enrolment: or otherwise meets the criteria set out in section 47A of the ESOS Act 2000, including:

- Misbehavior by the student (Note: the student is entitled to natural justice under subsection 47A (3) of the ESOS Act 2000.

- 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 then student's enrolment will be cancelled based on non-commencement of studies within 21 days of the course commencement.

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.

Note: the visa refusal refund in Section C below DOES apply (and these 'no refund' rules do not) where a student visa application was refused and the refusal was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the course at the location:

(i) The student's failure to start the course at the location on the agreed starting day.
(ii) The students' withdrawal from the course at that location.
(iii) The student's failure to pay an amount he or she was liable to pay the provider, directly or indirectly, to undertake the course at that location.

Refund payments to students following visa refusals will be paid within a 4-week timeframe after receiving a written claim from the student.

Students must provide the institute with substantiated evidence of their student visa refusal from the Department of Home Affairs.

ASLI will pay the refund to the following person:

- the student
- 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 4 weeks after receiving a written claim from the student and supporting evidence, in compliance with section 47D of the ESOS Act 2000.

All refunds will be made in Australian dollars and paid via bank transfer to the account from which payment was originally received, unless another method is agreed in writing. Transfer will be made to the bank account in the name of the student, or of the person specified in the written agreement to receive refunds, as nominated on the refund application form.

C. VISA REFUSAL

If a student visa application or visa renewal is refused by the Australian Government prior to commencement, a refund of course fees will be made, and visa refusal refunds will be calculated in accordance with the legislative instrument under subsection 47E (4).

The calculation under subsection 47E (4) is as follows:
The amount of unspent pre-paid fees that the institute must refund the student for the purpose of Subsection 47E (2) of the Act is the total amount of the pre-paid fees the provider received for the course in respect of the student less the following amount the lesser of:

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

Whichever is lesser

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

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

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

a. The weekly tuition fee = total tuition fee for the course / number of calendar days in the course x seven (7). This amount is rounded up to the nearest whole dollar.
b. The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates / seven (7).

   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.

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.

This refund policy does not limit the student's right to access the Tuition Protection Service (TPS) or seek remedies under Australian Consumer Law.

D. PROVIDER DEFAULT

In the unlikely event that the institute is unable to start or deliver the course (known as provider default under ESOS s 46A) the institute must notify you of the default in writing. Within 14 days of the default occurring, the Institute must either:

I. Issue a refund of unspent tuition fees, to the student within 14 days.
II. Or the student must 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.

III. the institute will calculate the unspent portion of tuition fees paid to date, If the student chooses to receive a refund of course fees, (i.e., tuition fees the student has paid for, but which has not been delivered by the institute). The refund will be paid within 14 days after the default day.
IV. 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. For more information visit https://www.education.gov.au/tps
V. ASLI will notify ASQA (as ASLI's ESOS agency) and the TPS Director via PRISMS within 3 business days of the default, as required under section 46B of the ESOS Act 2000. ASLI will also notify each affected student in writing, and within 7 days after the end of the 14-day provider obligation period will notify ASQA and the TPS Director (via PRISMS) whether and how it discharged its obligations to each student (section 46F of the ESOS Act 2000).

REFUND PROCESS

a. Student must apply for refund using the Refund Application Form available on ASLI's website www.asli.vic.edu.au along with the evidence and supporting documents. Such documents may include, but are not limited to:
   - A completed Course Withdrawal Form/Refund application form provided by the institute,
   - A letter from DHA advising of a rejection of the student visa application or a refusal to extend a student visa,
   - Proof of extenuating circumstances of a compassionate nature.

b. Refunds will be made within 4 weeks of the receipt of completed refund application form along with full supporting document by the institute in accordance with section 47D (student default) or within 14 days of the default day under section 46D (provider default) of the ESOS Act 2000.

c. Student can nominate a person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with **section 47D (3) of** the ESOS Act 2000.

PAYMENT OF REFUNDS

Refunds will be paid in Australian dollars via bank transfer to the bank account number nominated by the student on the refund application form.

ASLI will only process refunds to the account of the student or to the person identified in the written agreement, in accordance with section 47D (3) of the ESOS Act 2000.Refund to International banks is made in the Australian currency whereby student will receive refund amount equivalent to Australian Dollar exchange rate on the date of transfer as well as any intermediary bank fees or currency conversion charges. ASLI is not responsible for exchange rate fluctuations or fees charged by overseas or intermediary banks.

Note: Timeline for refund

It is to be noted that refund will be made available to students differently based on student's default and provider's default in accordance with the **ESOS Act 2000**:

In case of Student default: Refund will be paid within the period of 4 weeks after receiving written notification/claim from student and relevant forms duly signed by the student as required under **section 47D of the *ESOS Act 2000*.**

In case of Provider's default: Refund will be paid within the period of 14 days after the default day as per section 46D of the ESOS Act 2000.

ASLI will ensure that these timelines are strictly followed and will maintain records of all refund assessments and payment confirmations for compliance purposes.

Please refer to the course refund table below for details:

AUSTRALIAN STUDY LINK INSTITUTE 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 agree 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 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 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 institute 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 commencement of studies due to not meeting visa requirements	The refund amount = weekly tuition fee x the number of weeks in the default period a. The weekly tuition fee = total tuition fee for the course/ number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar. b. The number of weeks in the default period = number of calendar days	No refund	No refund

	from the default day to the end of the period to which the payment relates /7		
RPL fee	No refund if' Statement of Attainment 'is provided	No refund	No refund
Withdraws from the course without notification or breaches 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
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 enrols in week 5 before course start date, he/she will not be eligible for refund if student withdraws from the course as enrolment falls in no refund time of 5 weeks prior to the agreed start date of the course.			

STUDENT'S RIGHTS TO APPEAL

Any student who is refused a refund by the institute may appeal within 20 working days in writing to the Complaints and Appeals Officer or student support officer at sso@asli.vic.edu.au and following the feedback, complaints and appeal policy of ASLI.

During the appeal process, the student's enrolment will be maintained until the internal and any external appeals process is completed, in accordance with Standard 10 of the National Code 2018.

The institute's appeal process does not restrict the student's right to pursue other legal avenues including through external agencies such as the Ombudsman, Tuition Protection Service (TPS), or a court or tribunal.

The written agreement and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to act under the Australian Consumer Law if the Australian Consumer Law applies.

Reference:

National Code 2018 - Department of Education: https://www.education.gov.au/esos-framework/national-code-practice-providers-education-and-training-overseas-students-2018

Education Services for Overseas Students (ESOS) Act 2000: ESOS ACT 2000 /C2004A00757/latest

Commonwealth Ombudsman - Fairness in Refund Terms: https://www.ombudsman.gov.au/FairnessinRefundTerms

Tuition Protection Service: https://www.education.gov.au/tps