

TERMS AND CONDITIONS - LOCAL STUDENTS

I (which expression includes the parent/guardian who has signed this contract) hereby apply to enrol in the course commencing at the campus indicated on the Application for Admission form ('the Application'). I agree that on acceptance of the Application by the Australian Institute of Applied Sciences ('the Institute'), and my subsequent receipt and return of the Acceptance of Offer ('the Offer'), the Offer will become the Contract of Enrolment ('the Contract') and further I agree to abide by the following terms and conditions of enrolment:

1. I agree that it is a condition of my enrolment that I achieve satisfactory academic progress throughout my course at a rate that will enable me to complete the course in the nominated duration.
2. I agree that I am required to use my best endeavours to meet the requirements of the course selected and to abide by the rules and regulations of the Institute. I understand that if I breach any of the Institute's rules or my behaviour is deemed unacceptable by the Institute, my enrolment may be cancelled and I may not be entitled to any refund of the tuition fees or other charges paid to the Institute under the Contract. (Information on the Institute's policies, rules and regulations is located on the website aias.edu.au.)
3. I agree that all lessons and any related material supplied by the Institute are copyright, remain the property of the Institute and must be returned to the Institute on completion of the course. I understand that any unauthorised copying may constitute a breach of the *Copyright Act 1968* (as amended).
4. I agree that I am responsible for my own books, equipment and personal items and I hereby release, indemnify and hold harmless the Institute against all liability and claims for any loss or damage to such items, howsoever caused except where liability is expressly imposed by law.
5. I agree that I may be required, and permission is hereby granted, to attend Institute organised excursions and activities as part of the course.
6. I agree that the Institute is hereby authorised to obtain medical treatment for myself should such action be deemed necessary by the Institute or a staff member acting on behalf of the Institute. I agree to indemnify and hold harmless the Institute and its staff for any expense, loss, damage or liability of whatsoever nature or howsoever occasioned as a result of authorising and arranging such emergency medical treatment.
7. Course fees do not include the cost of text books for on-campus students; I agree to purchase these where required by the Institute.
8. I agree to advise the Institute of any change of my address and/or contact details while I am enrolled in any course.
9. The Institute maintains a Privacy and Personal Information Policy which can be viewed at aias.edu.au. In addition to the provisions of this policy, I authorise the Institute to release administrative information concerning my performance at the Institute (including academic progress and attendance information) to any person who may lawfully require that information, as well as parents/guardians, agents and potential employers. If I do not agree, I must advise the Institute in writing.
10. I acknowledge that I have read and understood the Student Grievance Policy outlined in this brochure and on the website aias.edu.au.

11. I hereby acknowledge that I have read, understood and agree to the terms of the Cancellation and Refund Policy outlined in this brochure and on the website at aias.edu.au.

12. I confirm that the terms and conditions have been explained to me and understand that any variation of those stated terms and conditions of the Contract must be provided in writing and be signed by an authorised officer of the Institute.

CANCELLATION AND REFUND POLICY - STUDENTS IN VET FEE-HELP ELIGIBLE COURSES

All Delivery Modes

1. I understand that I must apply in writing should I wish to cancel my enrolment in a VET FEE-HELP eligible course or withdraw from a Unit of Study and that I can obtain a full refund of tuition fees related to that Unit of Study until close of business on the relevant Census Date published on the website aias.edu.au. The date the written notification is received by the Institute is the effective Date of Notification of Withdrawal.

2. I understand that if I transfer to another Unit of Study before close of business on the relevant Census Date the fees applicable to that new Unit of Study will apply, and that I am responsible for catching up on any training that has already been provided.

3. I understand that the Census Date is not less than 20% through the Unit of Study.

4. I understand that if I advise in writing of my wish to cancel my enrolment in a VET FEE-HELP eligible course or withdraw from a Unit of Study after the Census Date there will be no refund unless Special Circumstances apply. The *Student Review Procedures for Re-crediting a FEE-HELP Balance* can be found at <http://www.aias.com.au/feehelp.php>, as can the *Statement of VET Tuition Assurance*.

5. I understand that if I wish to transfer to a different VET FEE-HELP eligible course, I must provide the Institute with a new *Request for VET FEE-HELP Assistance - Form 1296(A)* prior to close of business on the relevant Census Date.

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

Distance Education Delivery Mode

7. I understand that a request for cancellation and refund will require that all course materials supplied (including text books, where applicable) be returned to the Institute in 'as new' condition by Certified Mail/Registered Mail within 5 working days of the Census Date. Such a request will also be subject to Clauses 1 to 6 above.

CANCELLATION AND REFUND POLICY - STUDENTS IN NON VET FEE-HELP ELIGIBLE COURSES

On-campus Delivery Mode

1. I agree to pay the tuition fees and other charges applicable for my course on the due dates and acknowledge and agree that tuition fees may alter from time to time. I understand that a late payment fee of AU\$100 per month is payable on accounts which remain unpaid 14 days after the due date for payment. I also understand that failure to pay my tuition fees may result in my enrolment being cancelled.

2. I understand that if after commencing the course, I discontinue my program before

completion, I may remain liable to pay the full course tuition fees and any expenses, costs or disbursements incurred by the Institute in recovering any outstanding monies, including debt collection agency fees and solicitors' costs.

3. All notifications of withdrawal from a course or requests for refunds must be made in writing to the Institute Director.

4. Enrolment fees are non-refundable.

5. Where a student's course of study is terminated for a serious breach of the Institute's rules there will be no refund of any monies paid.

6. The Institute agrees to refund within 4 weeks of the receipt of written notice of cancellation by the student (or parent or guardian if the student is under 18 years of age), the tuition fee applicable less the amounts to be retained as agreed and as detailed below:

a) If written notice is received 4 weeks or more before the start date of the course, then a non-refundable amount equivalent to 30% of the tuition fee of the course or first course within a package of courses shall be applicable.

b) If written notice is received less than 4 weeks before the start date of the course, then a non-refundable amount equivalent to 50% of the tuition fee of the course or first course within a package of courses shall be applicable.

c) If written notice is received on or after the start date of the course, there will be no refund of any monies paid in relation to that course unless the Institute Director deems that exceptional circumstances apply. If the course is part of a package of courses, then any monies paid in relation to other courses within that package that have not yet been commenced will be refunded subject to Clauses 5a or 5b above.

7. In the event that the Institute is unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date less the total of the prescribed amounts relating to the Institute's expenses incurred by you for the course before the default day. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in a suitable alternative course by the Institute at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, the Institute will ask you to sign a document to indicate that you accept the placement. If the Institute is unable to provide a refund or place you in an alternative course our Tuition Assurance Scheme (TAS) provider will place you in a suitable alternative course at no extra cost to you.

8. If you fail to meet the Institute's progression rules and are not permitted by the Institute to maintain enrolment in your course, you will be eligible for a refund of the amount of course fees paid in advance of the date of notification of exclusion from the Institute.

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

Distance Education Delivery Mode

1. I understand that tuition fees paid for courses are not refundable after course commencement unless special circumstances apply. A student is deemed to have commenced a course 5 working days after receipt of their course materials.

2. I agree that applications for refunds must be made in writing and received by the Distance Education Co-ordinator prior to course commencement.

3. I understand that a request for cancellation and refund will not be processed unless all course materials supplied (including text books, where applicable), have been returned to the Institute in 'as new' condition by Certified Mail/Registered Mail within 5 working days of receipt by the student.

4. I understand that I may request to transfer course fees to a different subject/course enrolment delivered by Distance Education subject to Clause 3 above.

5. I understand that when a request for a refund is received, a letter acknowledging receipt of the request will be forwarded to me. If special circumstances apply, the refund request will then be investigated and processed in accordance with the *Cancellation and Refund Policy - Students in Non VET FEE-HELP Eligible Courses* stated above. Notification of the outcome, including a refund if applicable, will be forwarded to me within 4 weeks of the Institute's receipt of the request.

6. I agree that if I initially enrol to study by Distance Education and subsequently seek to change to an on-campus mode of study, a fee of \$200 per subject will be payable by me.

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

Single Subjects - All Delivery Modes

1. I understand that the Institute does not refund fees unless a single subject course is cancelled or unless there is proof of extenuating circumstances where it is not possible for a student to participate in the single subject course.

2. I understand that a transfer to a different single subject course may be granted prior to course commencement date, but that an administration fee of 20% of the initial single subject course fee will be applied. Also if there is a difference in price between the single subject courses, a transfer will incur an extra charge where the subsequent course is of greater cost. A refund for the difference in fees will be given where the subsequent course is of lesser cost.

3. All applications for refunds or transfers must be made in writing and are subject to the approval of the Institute Director.

4. I understand that when a request for a refund is received, a letter acknowledging receipt of the request will be forwarded to me. The refund request will then be investigated and processed. Notification of the outcome will be forwarded to me within 4 weeks of the Institute's receipt of the request.

5. I understand that catch-up lessons will not be offered to course participants should lessons or study time be missed due to personal reasons.

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

CANCELLATION AND REFUND POLICY – INTERNATIONAL STUDENTS

International student visa holders should refer to the Institute's website for the terms and conditions applicable to them.

STUDENT GRIEVANCE POLICY - ALL STUDENTS

In the event of a dispute between an individual student and the Institute, internal procedures are in place to facilitate the resolution of the dispute. Full details are published on the website aias.edu.au.

A summary of the internal grievance procedures

1. Code of Conduct, Attendance and Discipline

Students are expected to abide by the terms and conditions of enrolment and the published rules and code of conduct of the Institute. Disciplinary procedures will be applied in the event of a breach of these rules. All staff members are expected to apply the Institute's policy and rules fairly and without favour, but if a student considers that this has not occurred, the student may refer the matter to the Campus Grievance Counsellor. The complaint may either be dealt with by that person, or referred to the Institute Director for resolution. The decision will be conveyed in writing to the parties. If either the action taken or the outcome does not satisfy the student, he/she may write to the Chief Executive Officer, who will in turn convey a decision in writing to the student.

2. Service and Academic Programs

In the event of a student complaint concerning the quality of the service or teaching provided by the Institute, the student will report the matter to Campus Grievance Counsellor. The complaint may either be dealt with by that person, or referred to the Institute Director for resolution. The decision will be conveyed in writing to the parties. If either the action taken or the outcome does not satisfy the student, he/she may write to the Chief Executive Officer, who will in turn convey a decision in writing to the student.

3. Contractual and Financial Issues

Matters relating to the interpretation of the Contract, or the payment or refund of moneys, are stated clearly within this document. Any queries relating to course fees and other charges payable to the Institute (or refunds) will initially be dealt with by the Institute Finance and Administration staff. If the student is dissatisfied with the decision, the matter will be referred to the Institute Director. If either the action taken or the outcome does not satisfy the student, he/she may write to the Finance Director, who will in turn convey a decision in writing to the student.

A summary of the external grievance procedures

A student enrolled in a VET FEE-HELP eligible course who wishes to lodge an external appeal or complain about a decision made by the Institute, may apply to the Administrative Appeals Tribunal (AAT) for review of a decision. He/she may have to pay an application fee; it depends on the circumstances. The application cannot proceed until the application fee has either been paid or waived. (The application fee is refunded when the review is completed if the AAT decides that it is finalised in the student's favour.) Further information about the Administrative Appeals Tribunal, including the required application forms and current costs, can be obtained from their website at: <http://www.aat.gov.au/AboutTheAAT/IntroductionToTheAAT.htm>.

Local students who are enrolled in courses which are not VET FEE-HELP eligible who wish to lodge an external appeal or complain about a decision made by the Institute may take action under Australia's Consumer Protection laws. Also, within each state there are Dispute Resolutions Centres; details of these can be accessed through the links following:

<http://www.justice.qld.gov.au/justice-services/dispute-resolution>

<http://www.cjc.nsw.gov.au/>

<http://www.justice.vic.gov.au/wps/wcm/connect/DOJ+Internet/Home/The+Justice+System/Disputes/Mediation/>

CREDIT CARD PAYMENTS

Payment made by credit cards (Visa, MasterCard and American Express) will attract a 2% surcharge. This surcharge will be waived if all fees are paid in full before the commencement date of the student's course or if the enrolment relates to a VET FEE-HELP eligible course.

PUBLICITY

Students and their parents or guardians agree that the student's photo, video footage, details and achievements may be used for promotional purposes without written consent or notification. If you do not agree, please advise the Institute in writing.

CHANGES TO ARRANGEMENTS

After course commencement, the Institute reserves the right to charge an Adjustment Fee of AU\$150 each time course details for a non VET FEE-HELP eligible course are changed after a place has been confirmed. This fee will not apply to upgraded or extended courses or to single subject courses.

SERVICES

The Institute reserves the right to change the particulars of the services, including changes to prices, courses, facilities and dates of programs where circumstances beyond the Institute's control necessitate such changes or where the level of enrolments does not reach the minimum numbers required to operate a course viably.