



## TERMS & CONDITIONS/REFUND POLICY

### Applicable to All Students

Aston College ('the College') is a company incorporated in New South Wales Australia (ACN 606941735) whose registered office is Suite 37, 33-41 Victoria Avenue, Penshurst, NSW 2222, Australia (Contact: + 61 488048870), Registered Training Organisation: 41468.

I (which expression includes the parent/guardian who has signed this contract on behalf of a student who is under 18 years of age at the time) 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 College, 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 College. I understand that if I breach any of the College's rules or my behaviour is deemed unacceptable by the College, my enrolment may be cancelled and I may not be entitled to any refund of the tuition fees or other charges paid to the College under the Contract. (Information on the College's policies, rules and regulations is located on the website [aston.edu.au](http://aston.edu.au).)
3. I agree that all lessons and any related material supplied by the College are copyright, and remain the property of the College. 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 College 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 College-organised excursions and activities as part of the course.
6. I agree that the College is hereby authorised to obtain medical treatment for myself should such action be deemed necessary by the College or a staff member acting on behalf of the College. I agree to indemnify and hold harmless the College 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.** 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.

**8.** 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 College in recovering any outstanding monies, including debt collection agency fees and solicitors' costs.

**9.** Course fees do not include the cost of text books; I agree to purchase these where required by the College.

**10.** I understand that a transfer between campuses of the College will only be possible if approved in advance by the relevant Campus Director of Studies.

**11.** I agree to advise the College of any change of the personal information held by the College (in accordance with the Australian Privacy Principles and visa requirements) including, for example: changes to my name, address and/or contact details which may occur during my time of enrolment.

**12.** The College maintains a Privacy and Personal Information Policy, which can be viewed at [aston.edu.au](http://aston.edu.au). In addition to the provisions of this policy, I agree that as a student, the College may disclose my personal information (including academic progress and attendance information) to my parents/guardians and/or nominated agent where I nominate an agent to act on my behalf. If I do not agree, I must advise the College in writing.

**13.** I understand that should a new version of the National Qualification be endorsed by the relevant Authority and released, the College must manage the transition of its students to the new version in accordance with the *Standards for Registered Training Organisations 2015*, and that this circumstance does not constitute Provider Default.

**14.** I understand that during the time of my enrolment, the College will need to provide written information, documents, forms, requests, or notices to me at various times. I hereby give my consent for that documentation to be provided to me electronically.

**15.** In consideration of the College granting me access to use computer facilities I hereby acknowledge and agree that I will use the computer facilities provided strictly on the basis of the Computer Resources Regulations published by the College. I further acknowledge that breach of this Agreement or the Regulations may result in restriction or withdrawal of my access.

I undertake that in using and accessing computers:

1. I will use computers only for genuine research and academic related activities, and for such personal use as provided in the Regulations;



2. I will not use the computer network in any way that is in breach of Australian Copyright Law;
3. I will not use the computer in any way that may constitute bullying, sexual or racial harassment or vilification; and
4. I will abide by the provisions of the Regulations.

**16.** I acknowledge that I have read and understood the Student Grievance Policy outlined in this brochure and on the website [aston.edu.au](http://aston.edu.au).

**17.** I hereby acknowledge that I have read, understood and agree to the terms of the Cancellation and Refund Policy outlined in this document and published on the website at [aston.edu.au](http://aston.edu.au).

**18.** 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 College.

**19.** I understand that in the event that acceptance of an offer to study at The College is as a result of an Unsolicited Consumer Agreement, the applicant has a cooling-off period of 10 days from the date of signing the Acceptance Agreement, to withdraw from the course at no financial penalty.

### **Cancellation and Refund Policy**

**1.** All notifications of withdrawal from a course or requests for refunds must be made in writing to the relevant Campus Manager.

**2.** Enrolment fees are non-refundable.

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

**4.** The College 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 10% 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 30% 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 Head of College 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



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commenced will be refunded subject to Clauses 4a or 4b above.  
d) Fees may also be payable under Clause 8 of the Terms and Conditions.

**6.** In the event that the College is unable to deliver your course or its mandatory replacement in full, you will be offered a refund of the tuition fees you have paid to date less the total cost for the tuition services provided to you 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 College. You have the right to choose whether you would prefer a refund of unused pre-paid tuition fees, or to accept a place in another course. If you choose placement in another course, the College will ask you to sign a document to indicate that you accept the placement.

**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.

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