



Policies & Procedures

for

International Students

2017 - 2018

Deferring or Suspending Study

Students are able to defer or temporarily suspend their studies during their course only in certain limited circumstances, on the grounds of compassionate or compelling circumstances.

Liberty Construction College can only defer or temporarily suspend the enrolment of a student on the grounds of:

- (a) Compassionate or compelling circumstances (e.g. illness where a medical certificate states that the student is unable to attend classes), or
- (b) Misbehaviour by the student.

Students may also have their enrolment suspended due to misbehaviour which can also be grounds for cancellation of studies.

Students have the right to appeal a decision by Liberty Construction Colleges to defer, suspend or cancel their studies and Liberty Construction College will not notify the Department of Education of a change to the enrolment status until the internal complaints and appeals process is completed.

Deferring a semester

Students who would like to defer their studies must first speak to Liberty Construction College's Principal. An application to defer form must be completed which will need to be approved by the Principal. Prior to applying to defer their program students must ensure that they have paid any outstanding fees.

Deferral of studies by Construction students is permitted only in compassionate or compelling circumstances such as serious illness, death in the family or for some other reason such as misbehaviour by the student.

Students will be required to provide evidence of the compassionate or compelling circumstances.

Failure to Start Course

Students who are unable to arrive and start their course on time as agreed or no later than seven (7) days of the agreed start date will have to apply to Liberty Construction College to defer their studies.

Suspension due to Academic misconduct

All students are expected to maintain high standards of academic honesty and integrity. Academic misconduct is defined as attempts by students to cheat, plagiarise or otherwise act dishonestly in undertaking an assessment task, or assisting other students to do so. Students are considered guilty of cheating if they seek to gain advantage by unfair means such as copying another students' work, or in any

way mislead a lecturer or tutor about their knowledge, ability, or the amount of original work they have done.

a) Student's responsibilities:

1 During Examinations

- a) Students must not help or receive assistance from other students
- b) Students must not request the loan of or lend materials or devices to other students
- c) Students must not bring any materials into the examination room other than those specified for that examination
- d) Students must not use computer software or other devices during an examination other than those specified.

A student may be excluded from an examination in a unit for any of the following reasons:

- unauthorised absence from class.
- failure to meet unit requirements, for example non-submission of assignments or failure to attend class or mid-semester tests.
- academic misconduct
- general misconduct (see below)

2 Other assessment tasks

- a) Students must not copy or paraphrase any document, audio-visual material, computer-based material or artistic piece from another source except in accordance with the conventions of the field of study
- b) Students must not use another person's concepts, results or conclusions and pass them off as their own
- c) In cases where the assessment task is intended to be individual work not group work, students must not prepare an assignment collaboratively and then submit work that is substantially the same as another student's assessment.
- d) Students must not ask another person to produce an assessable item for them.

b) Liberty Construction College's responsibilities:

Procedural fairness

1. Students must be treated fairly, with dignity and with due regard to their privacy
2. Students are to be regarded as innocent of the alleged misconduct until they have either admitted to it or been found by proper inquiry of the student conduct committee to have so behaved.
3. Past misconduct is not evidence that a student has behaved in the same manner again.
4. Each case is dealt with on its own merits and according to its own circumstances with the proviso that the first instance of misconduct will be penalised more leniently than subsequent instances of misconduct.

c) Penalties

1. Penalties imposed will take into account the nature and the extent of the misconduct
2. A student's second offence is penalised more severely than their first offence and a third offence will result in exclusion from Liberty Construction College.
3. The following penalties may be imposed: a warning, a reduction in grades, receiving zero for an assessment event, failing the unit, exclusion from Liberty Construction College.

Notification and appeal

1. Students must be notified in writing of penalties as a consequence of academic misconduct.
2. The grounds for appeal are:
 - a) procedural irregularities, and/or
 - b) factual errors on which the decision was based and which were of such magnitude as to invalidate the decision
3. Appeals must be lodged in writing with the Principal within 20 days of the date of the student being notified of the consequence.

General misconduct

Students are expected to respect other students, staff and property so that learning and teaching can take place freely, safely and without impediment due to the misconduct of others.

General misconduct is where a student: acts dishonestly; harasses other students or staff; interferes with students or staff; prevents or disrupts learning; disobeys/fails to comply with contractual or legal requirements; misuses, damages or steals the provider's property or the property of others; alters/defaces the provider's documents or records; prejudices the good name of Liberty Construction College, or otherwise acts in an improper manner.

Liberty Construction College will report all criminal acts committed by its students to the relevant authorities.

The following examples indicate the kinds of behaviour which constitute student misconduct.

They are for illustrative purposes and are not intended to be exhaustive. Student misconduct may occur when a student:

- a) contravenes any rules or acts;
- b) prejudices the good name or reputation of Liberty Construction College;
- c) prejudices the good order and governance of Liberty Construction College or interferes with the freedom of other people to pursue their studies, carry out their functions or participate in the life of Liberty Construction College;
- d) fails to comply with conditions agreed in the contract;
- e) wilfully disobeys or disregards any lawful order or direction;
- f) refuses to identify him or herself when lawfully asked to do so by an officer of Liberty Construction College;

- g) fails to comply with any penalty imposed for breach of discipline;
- h) misbehaves in a class, meeting or other activity under the control or supervision of Liberty Construction College, or on the provider's premises or other premises to which the student has access as a student of Liberty Construction College;
- i) obstructs any member of staff in the performance of their duties;
- j) acts dishonestly in relation to admission to Liberty International College;
- k) knowingly makes any false or misleading representation about things that concern the student as a student of Liberty International College or breaches any of Liberty International College's rules;
- l) alters any documents or records;
- m) harasses or intimidates another student, a member of staff, a visitor to Liberty International College, or any other person while the student is engaged in study or other activity as a student, because of race, ethnic or national origin, sex, marital status, sexual preference, disability, age, political conviction, religious belief or for any other reason;
- n) breaches any confidence of Liberty International College;
- o) misuses any facility in a manner which is illegal or which is or will be detrimental to the rights or property of others. This includes the misuse, in any way, of any computing or communications equipment or capacity to which the student has access at or away from Liberty International College premises while acting as a student, in a manner which is illegal or which is or will be detrimental to the rights or property of others;
- p) steals, destroys or damages a facility or property of Liberty International College or for which Liberty International College is responsible; or
- q) is guilty of any improper conduct.
- r) fails to attend and participate in classes regularly.

Penalties for general misconduct

1. Penalties imposed will take into account the nature and the extent of the misconduct
2. A student's second offence is penalised more severely than their first offence and a third offence will result in exclusion from Liberty International College.

If the student admits to the alleged misconduct, the CEO / Principal may impose one or both of the following:

- a charge for the cost of damage to facilities and equipment
- temporary exclusion from Liberty International College.

The Principal may then impose the penalty of permanent exclusion from Liberty International College in the case of physical or verbal abuse of students or staff of Liberty International College, repeated or severe misconduct, or in the case of criminal acts.

Financial Misconduct

Any student who fails to maintain up-to-date payments for their course will be seen as breaching their financial obligations. Any student who falls more than one month behind in their payments will be notified that if they do not make payment within 7 days, of all outstanding amounts, they will have their enrolment cancelled on the grounds of financial misconduct.

Notification and appeal

1. Students must be notified in writing of penalties as a consequence of general misconduct
2. The grounds for appeal are:
 - procedural irregularities, and/or
 - factual errors on which the decision was based and which were of such magnitude as to invalidate the decision
 - Appeals must be lodged in writing with the Principal within 20 days of the date of the student being notified of the consequence. The process will commence within 10 working days from the date of receipt of the student's appeal.

Procedure for recording deferrals – Exceptional Circumstance

- Student requests deferment of course studies
- Request made in writing and evidenced with a medical certificate or letter outlining the exceptional circumstances for which they are seeking a deferment
- Request to be assessed by Principal
- If circumstances deemed exceptional a deferment will be granted
- Student will be granted a deferment for 12 months before enrolment will be cancelled
- Circumstances not deemed exceptional will not be granted
- The provider reports student to Secretary of the Department of Education via PRISMS

Staff and Student Awareness of Policy

All staff are provided with a copy of this policy at their initial induction. Students are provided with a copy of this policy in the International Student Handbook which is made available to them on line prior to enrolment and at their course induction.

Course Credit

Course credit is defined by the National Code 2007 as follows:

'Exemption from enrolment in a particular part of the course as a result of previous study, experience or recognition of a competency currently held. This includes academic credit and recognition of prior learning.'

Under this policy, Liberty International College will provide applicants with the opportunity to apply for credit prior to Application for Enrolment or during the initial part of the course. Liberty International College will recognise past study and life experience and assess these aspects against the units and training package requirements.

Liberty International College will grant credit to applicants that meet the respective criteria and provide them with the result of the assessment and feedback. Students will be given the opportunity to accept the result of the assessment.

Liberty International College will provide a record of the course credit to the student, which must be signed or otherwise accepted by the student, and placed it on the student 's file.

For a student to apply for course credit the following needs to be followed.

- A Course Credit Application form is available to students in the Handbook.(Available online early 2009)
- Applicant is to fill in Form 1 and submit back to Liberty International College.
- Liberty International College will provide applicants with Form 2, which contains the evidence requirements for each unit.
- The applicant is to fill in Form 2 and submit the form to Liberty International College with the associated evidence clearly marked.

The evidence provided must include:

- Photocopies or scanned images of the original transcripts certified by a suitable person to be a true copy of the original transcripts.
- Subject outlines specifying subject content and duration.

Incomplete applications may result in a rejection and/or delay in processing of the application.

Assessment of the skills and knowledge will be carried out in the following ways:

- Assessment by the Principal or appropriately trained administrative personnel by way of interview and/or inspection of evidence for compliance with the above mentioned criteria.

and / or

- Sitting a challenge test to assess knowledge and skill of subjects for which RPL has been requested.

If credit is granted, tuition fees to the value of that subject's worth, to a maximum of 25% of the course, will be deducted from the total course cost.

Further cost exemptions may be granted at the discretion of the Principal but the maximum fee reduction remains at 25% of the course cost.

The result of the exemption process will result in exemptions granted being shown on the student's academic transcript and result history.

PRISMS Notification

Any course credit offered by Liberty International College which leads to a shortening of the student's course, must be reported on PRISMS

- if the course credit is granted before the student visa grant, indicate the actual net course duration (as reduced by course credit) in the confirmation of enrolment issued for that student for that course.
- if the course credit is granted after the student visa grant, report the change of course duration via PRISMS within 14 days under section 19 of the ESOS Act.

Completion within the expected duration of study

Liberty International College will at all times monitor the progress of each student to ensure they are in a position to complete the course within the expected duration as specified on the student's CoE.

Liberty International College will ensure students do not exceed more than 25 per cent of the student's total course by distance and/or online learning. In monitoring this enrolment load, Liberty International College will ensure that in each compulsory study period for a course, the student is studying at least one unit that is not by distance or online learning.

Liberty International College will only enable students to extend the expected duration of study for the course through the issuing of a new CoE in limited circumstances.

Repeating of Units for International Students

If a student is required to repeat a unit of study due to failure to be deemed competent in that unit they are not required to be enrolled to Liberty International College in a full time capacity.

The student must re-do the relevant unit at an additional cost to them which will be determined upon written request from the student.

Students are not permitted to repeat a unit of study more than once. However the code does not preclude a student from repeating a unit of study more than once while in a full-time course of study where there are reasons to allow this such as not completing certain course components due to illness, evidenced by a medical certificate, or other exceptional circumstances beyond the control of the student, eg bereavement.

Monitoring Attendance

The purpose of this policy is to ensure Liberty International College systematically monitor students' compliance with student visa conditions relating to attendance. Registered providers report students, under section 19 of the ESOS Act, who have breached the attendance requirements.

Liberty International College will monitor, record and assess the course attendance of each student for the course in which the student is currently enrolled.

Liberty International College will assess each student's attendance at the end of each week to check if students are either at risk of falling below 80% or have in fact fallen below 80%.

During the orientation programme, all students are informed of the student visa condition relating to course attendance. Under the Attendance Policy, a student has breached the policy if the student has not successfully maintained an attendance above 80% over the duration of the program they are enrolled in.

Liberty International College will record the attendance of each student for the scheduled course contact hours for each CRICOS registered course in which the student is enrolled. This will include any accredited vocational education and training courses.

Liberty International College will provide, to staff and students, a policy and procedure that specify the:

- a. requirements for achieving satisfactory attendance, which at a minimum, requires overseas students to attend at least 80 per cent of the scheduled course contact hours
- b. manner in which attendance and absences are recorded and calculated
- c. process for assessing satisfactory attendance
- d. process for determining the point at which the student has failed to meet satisfactory attendance, and
- e. procedure for notifying students that they have failed to meet satisfactory attendance requirements.

Liberty International College will contact and counsel students who have been absent for more than five consecutive days without approval or where the student is at risk of not attending for at least 80 per cent of the scheduled course contact hours for the course in which he or she is enrolled (i.e. before the student's attendance drops below 80 per cent).

Liberty International College will regularly assess the attendance of the student in accordance with the registered provider's attendance policies and procedures.

Liberty International College will notify the student in writing of its intention to report the student for not achieving satisfactory attendance in their course.

Liberty International College will inform student in writing that he or she is able to access the registered provider's complaints and appeals process as per Standard 8 (Complaints and appeals) and that the student has 20 working days in which to do so.

Where the student has chosen not to access the complaints and appeals processes within the 20 working day period, withdraws from the process, or the process is completed and results in a decision supporting Liberty International College, Liberty International College will notify the Secretary of the Department of Education through PRISMS that the student is not achieving satisfactory attendance as soon as practicable.

For the vocational education and training courses Liberty International College will only decide not to report the student for breaching the 80 per cent attendance requirement where:

- a. that decision is consistent with its documented attendance policies and procedures, and

- b. the student records clearly indicate that the student is maintaining satisfactory course progress, and
- c. the registered provider confirms that the student is attending at least 70 per cent of the scheduled course contact hours for the course in which he or she is enrolled.

Monitoring Course Progress – Study Periods

Liberty International College will monitor, record and assess the course progress of each student for the course in which the student is currently enrolled.

Liberty International College will assess each student's progress at the end of each compulsory study period. Each study period will equal one semester which equates to approximately 6 months of study.

Unsatisfactory progress is defined as not successfully completing or demonstrating competency in at least 50% of the course requirements in that study period.

Liberty International College defines in Liberty International College timetable the course requirements for each study period and can identify when a student has not passed or demonstrated competency in 50% or more of the course requirements. The course requirements for each study period must also be made clear to the student at the start of the course, or if variable, each study period.

Liberty International College has and will implement an intervention strategy for any student who is not making satisfactory course progress.

It must be made available to staff and students and must specify:

- i. procedures for contacting and counselling students; ii. strategies to assist identified students to achieve satisfactory course progress; and iii. the process by which the intervention strategy is activated.

The intervention strategy must include provisions for:

- i. where appropriate, advising students on the suitability of the course in which they are enrolled;
- ii. assisting students by advising of opportunities for the students to be reassessed for tasks in units or subjects they had previously failed, or demonstrate the necessary competency in areas in which they had not been previously able to demonstrate competency; and
- iii. advising students that unsatisfactory course progress in two consecutive study periods for a course could lead to the student being reported to DIBP and cancellation of his or her visa, depending on the outcome of any appeals process.

At the end of each compulsory study period, students must be assessed against the course progress policy. If a student is identified for the first time as not making satisfactory course progress, the intervention

strategy as outlined above and in the “Intervention Strategy Document” is implemented. The intervention strategy must be activated within the first four weeks of the following study period.

However, if Liberty International College identifies that a student is at risk of making unsatisfactory course progress before the end of the study period, Liberty International College will implement its intervention strategy as early as practicable.

If a student is identified as not making satisfactory course progress in a second **consecutive compulsory study period** in a course, Liberty International College **must notify** the student of its intention to report the student to DIBP for unsatisfactory progress. Liberty International College will do this through the written notice described below.

The written notice (of intention to report the student for unsatisfactory progress) will inform, you, the student that you are able to access Liberty International College’s complaints and appeals process under Standard 8 and that you have 20 working days in which to do so. You may appeal on the following grounds:

- i. Liberty International College’s failure to record or calculate your marks accurately, ii. compassionate or compelling circumstances, or
- iii. Liberty International College has not implemented its intervention strategy and other policies according to its documented policies and procedures that have been made available to the student.

Where your appeal is successful, the outcomes may vary according to the findings of the appeals process.

- i. If the appeal shows that there was an error in calculation, and you actually made satisfactory course progress (successfully completed more than 50% of the course requirements for that study period), Liberty International College will not report the student, and there is no requirement for intervention.
- ii. If the appeals process shows that you have not made satisfactory progress, but there are compassionate or compelling reasons for the lack of progress, ongoing support must be provided to you through Liberty International College’s intervention strategy, and Liberty International College will not report you.

Where:

- i. You have chosen not to access the complaints and appeals processes within the 20 working day period; or
- ii. you withdraws from the process; or
- iii. the process is completed and results in a decision supporting Liberty International College (ie. your appeal was unsuccessful);

Liberty International College **must** notify the Secretary of Department of Education through PRISMS as soon as practicable of you not achieving satisfactory course progress.

Transfer Policy

Under this policy Liberty International College will support the intent of the standard which recognises overseas students as consumers and supports them to exercise choice, while acknowledging that they may also be a group that requires support to transition to study in Australia.

Enrolling a Transferring Student

Under this policy Liberty International College will **not** enrol any transferring international student prior to completion of 6 months of their principal course unless that student has a valid letter of release agreeing to such a transfer.

Liberty International College may enrol a student if they have documentation that approximates the letter of release (e.g. the student has evidence their CoE was conditional on meeting certain entry requirements and they did not meet the requirements). Liberty International College will note this in PRISMS and keep the documentation on the student's file.

NOTE: A student wanting a CoE for the purposes of applying for a new visa is not considered to be a circumstance that would constitute an approximation of a letter of release.

Transferring away from Liberty International College

If a student wishes to transfer away from Liberty International College, we will provide a letter of release unless the student has failed to provide a letter from another registered provider confirming that a valid enrolment offer has been made.

In situations where students are eligible for a Letter of Release, Liberty International College will provide such a letter within 10 working days of receiving a written request.

Refusing to provide a letter of release

Liberty International College will not give a student a letter of release unless the student shows them a valid letter of offer of enrolment from another provider.

When a request for release is refused, the student will be provided with written response stating the reason for the refusal.

The student will be given advice in writing that it is possible to appeal the decision if the student so chooses.

Students withdrawing from a course



If a student withdraws from a course the ESOS Act requires that Liberty International College advise the Department of Education and Training through PRISMS within 14 days. This information is transmitted to the Department of Immigration and Border Protection (DIBP) and has implications for the student's visa.

Refund of Fees

If a student transfers to another provider, any refunds of course fees paid to the original provider will be in accordance with the original provider's refund policy.

Practical Training, Non-discriminatory Environment

In order to avoid misunderstandings related to different cultural ways of life and religious beliefs in different countries, students should be aware of the following:

- Classrooms at Liberty International College are a non-discriminatory environment and in order to complete the course successfully students must participate in all practical training required by the Course Curriculum.

Intent to Relocate Premises

In the event that Liberty International College has a need to relocate to larger premises all students will be notified by formal letter of any intention to relocate at least three (3) weeks prior to the relocation date stating the new address, contact details and directions.

Complaints and Appeals Policy

Liberty International College aims to resolve all complaints received in an informal manner to avoid unnecessary stress and disruption to the student and Liberty International College.

However, if a complaint is unable to be resolved on an informal level the student is required to present to Liberty International College a written complaint within 5 business days of the incident. The written complaint will then be acknowledged by Liberty International College within 5 business days with an outline of the process to be followed and an estimated timeframe for resolving the complaint. Any expected delay is required to be explained. Should a delay be encountered once the complaint handling process has been commenced, this is required to be advised in writing with a revised period. Review of the complaint will begin within 10 business days of Liberty International College receiving the formal written lodgement of the complaint.

Complaints from overseas students may be investigated by ASQA, the Overseas Students Ombudsman, or, in some cases, another agency.

To lodge a complaint, students may do so by visiting:

<https://rms.asqa.gov.au/registration/newcomplaint.aspx>

Before you submit a complaint to ASQA, please be aware that:

- ASQA takes a risk-assessment approach to complaints—our resources will be focused on the most serious complaints.
- ASQA cannot act as an advocate or provide a 'consumer protection' service for students.
- ASQA has specific confidentiality obligations in relation to registered providers. ASQA respects both privacy and natural justice considerations in handling complaints. This means that complainants will be advised how their information was used in the regulatory process although in some instances the advice will not be detailed and the process can be lengthy if audit activity is involved.
- Read ASQA's Privacy Policy.

Complainants can represent themselves, and there are no fees for accessing the grievances and complaints procedures. Complainants may be assisted and supported by another person at any meetings.

A written statement of the outcome, including details and reasons for the decision will be provided to the student. Liberty International College will immediately advise the student and implement any decision in the event of any favourable outcome to the student.

Liberty International College will maintain the student's enrolment while the internal and external complaints and appeals process is ongoing if there is a threat that the student will be deported. However, if there is no threat that the student will be deported enrolment may only be maintained during the internal process (enrolment during the external process will be at Liberty International College's discretion).

This policy advises that students are able to access Liberty International College's Appeals process within 20 working days of the outcome of the complaint. If after the internal appeals process has been conducted, the student is still unsatisfied with the result they may appeal to the Australian Council for Private Education and Training (ACPET). As per Standard 8.2 there is no cost for accessing this process. The outcome of the external appeals process will be final and accepted by both parties.

Alternatively the student may access the Independent mediation service which is available through the Dispute Resolution Branch, Department of Justice and Attorney-General.

There are six Dispute Resolution Centres throughout Queensland.

The Brisbane Centre contact details:

Level 1

Brisbane Magistrates Court

363 George Street



ABN:78617894943 RTO 45199 | CRICOS No 03621B

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www.libertycollege.edu.au info@libertycollege.edu.au Phone No: 0731616102
Ground Floor 490 Upper Edward Street, Spring Hill QLD 4000 Australia

Brisbane Qld 4000

Tel: +61 7 3239 6269

Fax: +61 7 3239 6284

Website: www.justice.qld.gov.au/mediation/contacts.htm

Providers/students outside Brisbane may use the Toll Free No: 1800 017 288.

At present there is no fee for use of this service, but this may change. If a student is concerned about the actions of Liberty International College they may approach the State Registration Authority for CRICOS.

Complaints about Liberty International College must be made in writing.

INFORMAL COMPLAINT PROCEDURE

1. Student has a complaint
2. Approaches Trainer/Principal with complaint
3. Trainer/Principal resolves complaint internally on an informal basis

FORMAL COMPLAINT PROCEDURE

1. Student has a complaint
2. Student lodges the complaint in writing to the Principal within 5 business days of the incident occurring. This can be done via LIC's website at:
<https://www.libertycollege.edu.au/concerns/>
3. The written complaint will be acknowledged by Liberty International College in writing, along with an outline of the processes to be followed and an estimated time frame.
4. Review of the complaint to begin within 10 working days of the written complaint being received
5. The students enrolment will be maintained during the review process (if there is a threat the student will be deported)
6. A written statement detailing the outcome of the complaint review will be given to the student
7. In the event of a favourable outcome for the student, Liberty International College will immediately advise and implement any decision
8. If student unhappy with result – able to lodge internal appeals process
9. Student able to pursue external appeal at no extra cost to them if they are unhappy with the outcome of the complaint review. (Refer to Policy for External Providers)

Student Induction and Orientation

Student orientation day is conducted for all new students at the beginning of each semester. It is essential for all new students to attend this session to understand Liberty International College academic systems, rules and regulations and familiarise themselves with the facilities.

Students must bring with them; valid passport and current residential address.



Typically the orientation day includes:

- Introduction to our facilities and the study environment
- Introduction to trainers and administration team
- Highlighting of information contained in the student handbook
- Introduction to course structure, academic calendar and timetable issues.
- Information about academic and attendance requirements governed by the department of immigration and student visa regulations.

At the end of the orientation day students will receive all student kits and resource manuals. Students will then be asked to sign a Student Orientation and Compliance Declaration form that acknowledges that they understand and agree to comply with student visa conditions and aware of their rights and obligations as a student of Liberty International College.

Legal Requirements for International Students

A description of the ESOS framework made available electronically through the Department of Education.

<https://internationaleducation.gov.au/RegulatoryInformation/Pages/Regulatoryinformation.aspx>

There is Australian legislation governing the requirements of Education Providers delivering education to International students. These requirements apply to all students for the entire duration of their studies and are outlined in details in the following documents:

- National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students (The National Code) 2007
- Education Services for Overseas Students Act 2000
- Education Services for Overseas Students Regulation 2001

PAYMENT INFORMATION

Direct Deposit (please email the proof of payment to (info@libertycollege.edu.au)).

Bank Name	WESTPAC
Account Name	Australia Liberty College Pty Ltd
BSB	034070
Account Number	565731



Swift Code

WPACAU 2S

TERMS AND CONDITIONS

1. No refund will be made if a student is expelled for misconduct or their visa is cancelled by the Australian government.
2. Applications for a refund must be made to the Principal in writing.
3. The enrolment processing fee is non-refundable.
4. Payment plan fee is non-refundable.
5. Tuition fees and OSHC are refunded in full where:
 - a. we are advised of the cancellation in writing 28 days or more before a course starts.
 - b. A visa application is rejected by the Australian Embassy.
6. Notices of cancellation are not effective until written notification is received by us.
7. If a student cancels his/her course less than 28 days before commencement date, a cancellation fee of 25% will apply to the total tuition cost, where the course has been paid in full upfront. If the course is paid by instalments; the first tuition fee paid upfront will not be refunded
8. If a student cancels his/her course at least 28 days before the next payment date, no further tuition fees will be charged.
9. The full amount of the upcoming tuition fee will be charged if a student cancels his/her course less than 28 days before the next payment date
10. Pro-rata refunds of tuition fees will only be made after the commencement date of the course in special circumstances (i.e. on compelling or compassionate grounds) at the discretion of the Principal.
11. Refund in full will be given only if:
 - a. the course does not start on agreed day, or
 - b. the course ceased to be provided at any time after its starts but before its completed, or
 - c. the course is not provided in full because a sanction has been imposed on the provider.
12. Visa rejection refunds require:
 - a. a copy of the visa rejection notification from the Australian Embassy;
 - b. the official AELS Receipt.
13. All refunds are made in Australian Dollars and will be paid within two weeks of receiving a written claim.
14. All refunds are made payable to and sent to the student in his/her country of origin.
15. Bank charges are deducted for refunds made by bank draft or electronic transfer.
16. We will provide a statement to students that explain how the refund amount has been worked out.
17. Tuition fees are not transferable to another person or institution, but may be transferred to another course within our college.
18. Course change will incur a fee of \$50.
19. When acceptable documentary evidence is produced, refunds will be at our discretion. While we emphasise the value of pastoral care and seek to make appropriate and useful services available to students, whether a student avails him or herself of these services is a matter of individual choice. Please note that our employees, agents or related entities expressly disclaim to the full extent permitted by the law any liability whatsoever arising out of or in respect of information, advice or opinion provided by our employees or related entities in respect of matters other than the course program itself.
20. In the unlikely event that we are unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date. 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 an alternative course at our college 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, we will ask you to sign a document to indicate that you accept the placement.

21. If we are unable to provide a refund or place you in an alternative course our Tuition Assurance Scheme, ACPET OSTAS, will place you in a suitable alternative course at no extra cost to you.
22. Finally, if ACPET OSTAS cannot place you in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place you in a suitable alternative course or, if this is not possible, you will be eligible for a refund as calculated by the Fund Manager.



Liberty Construction College International Student Refund Policy

Liberty Construction College is the trading name of **Australia Liberty College Pty Ltd**



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REFUND POLICY

This refund policy on the refund of Course fees and other course money for international students has been developed in accordance with the ESOS Act 2000 as amended in 2012, ESOS Regulations 2001, National Code 2007. This policy applies equally to all new and re-enrolling students unless otherwise stated.

The money received by all parties (including education agents), prior to a student's commencement will be banked within 14 business days of receipt.

Amounts below include any course money collected by Liberty Construction College:

- Visa refused prior to or after the course commencement; applicable for off-shore students – *full refund granted, less compulsory Administration Fee (AUD \$250) and 5% of the total course amount received before default date.*
- Visa extension is refused; applicable for continuing overseas students – *refund of unused tuition fees granted*
- Non-commencement due to visa renewal application is refused; applicable for on-shore students – *full refund granted*
- Withdrawal at least 8 weeks prior to course commencement date – *full refund granted, less compulsory Administration Fee (AUD \$250)*
- Withdrawal less than 8 weeks prior to course commencement date where visa is granted – *no refund applicable or granted*
- Withdrawal after the course commencement date where the visa is granted – *no refund applicable or granted*
- The College is unable to offer the course as per original Confirmation of Enrolment (CoE) – *full refund granted*
- Course withdrawn by the College from its scope – *full refund granted*
- Visa cancelled due to unacceptable actions of the student – *no refund granted*
- Withdrawal from study; applicable for current students – *no refund granted*



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All applications for refund must be made in writing using the Fees Refund Application Form and submitted to the Administrative Staff as prescribed in this policy. A refund will be paid directly to the student who entered into the agreement with Liberty Construction College.

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.



1.1 Full Refund of Pre-Paid Fees for Studies Not Undertaken

A refund of any pre-paid fees will be provided in the following circumstances:

- The course in which the student is enrolled does not start on the agreed starting date as indicated in the offer letter; or
- The course no longer is a part of RTO's scope, hence cannot be provided to student after it starts and before it is completed; or
- The course is not provided fully to the student because the RTO has a sanction imposed by the government regulator; or
- If the student's application for a student visa is refused such that the student cannot undertake studies in Australia, a Full refund will be given, less compulsory Administration fee (AUD \$250) and 5% of the total course amount received before default date. The student must provide proof of refusal from the Australian Government or else a refund will not be granted; or
- If 8 weeks or more prior to the student's course commencement date, the student indicates to the RTO in writing, that he or she wishes to withdraw from the course, a Full refund of fees received by the RTO less compulsory Administrative Fee (AUD \$250) will be granted.

Course commencement date is the date indicated on the student's most current Confirmation of Enrolment (CoE).

Please take note that there will be no refund for the following administrative fees:

1. Bank charges - This will cost approximately AUD\$25; depending on the bank current overseas bank draft charges.
2. Postage or Courier charges - This will cost within AUD\$15 – AUD\$50; depending on the method of postage and/or courier selection.

1.2 Student Visa not approved

If the student's application for a student visa is refused such that the student cannot undertake studies in Australia, a full refund will be given, less compulsory Administration fee (AUD \$250) and 5% of the total course amount received before default date. The student must provide proof of refusal from the Australian Government/Visa Processing Officer in order to claim the refund. Failure to provide evidence can result in refund rejection.

1.3 Provider Default

In the event that Liberty Construction College is incapacitated to deliver your course in full, you will be offered a refund of all the course money you have paid to date. 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 an approved course offered by the College, at no extra cost to you. You have the right to choose whether you would prefer a refund of



course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.

In the unlikely event of a provider not being able to continue to offer courses to students, students studying in Australia are protected under a Tuition Protection Scheme (TPS). Under this scheme students will be offered an alternate provider to study the same course/qualification or given a refund of unused tuition fees. The TPS Director may recover from a provider as a debt, the amount equal to the amount paid for a student under the TPS.

Timeline for Provider and Student Default

DEFAULT - Refer Sections 46 & 47 of ESOS Act 2000

- LCC must notify DIISTRE and the TPS Director within 3 business days if we default and notify students in writing.
- Within 14 days LCC will either offer an alternate place at LCC's expense (student must accept in writing) or offer student a refund for unused fees. ○ LCC must notify DIISTRE and TPS Director of provider default outcomes within 7 days of the alternative course or refund provided to the student/s.
- LCC must notify DIISTRE and TPS Director of student default within 5 business days. ○ LCC must refund in 4 weeks except for student visa refusal.
- If LCC does not have a compliant written agreement, or if a student's visa is refused, refunds are calculated as per 47E(4) of the ESOS Act 2000.
- LCC must notify DIISTRE and TPS Director within 7 days for student default of its discharge obligations within 7 days of the default period.

If a registered provider of an alternative course offers the student a place in the course, the student may accept the offer in writing within 30 days after the end of the provider obligation period unless the period is varied by the TPS Director.

1.4 No Refunds

No refund will be provided in the following circumstances:

- If the student notifies Liberty Construction College less than 8 weeks prior to the student's course commencement date that he/she wishes to withdraw from the course; or
- If the student notifies Liberty Construction College on or after the commencement date that he/she wishes to withdraw from the course; or
- If the student defaults either before or after the commencement of his/her course.



- A student abandons his/her course without formally cancelling his or her enrolment with Liberty Construction College. However, the balance of all fees due will be invoiced to the student.
- Where a student has received a packaged offer for a combination of courses, and does not enrol in the second or subsequent course, the deposit paid for those courses shall be retained by the College.

Student default occurs when:

- The student does not commence the course on the date specified in the student's CoE and does not notify the Institute; or
- The student fails to pay any monies for which he/she was liable to pay to NEC, directly or indirectly or;
- The student breaches a condition of student visa; or ○ If after deferring, a student gives written notice that they do not wish to continue/start their studies. ○ Misconduct or Misbehaviour by the student.

Note: The College reserves the right to withhold granting the Award attained by the student, if student fees remain outstanding.

The College reserves the right to retain the full fee paid where an offer was made on the basis of fraudulent documents.

1.5 Alternative Course Offer

Liberty Construction College may arrange for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding course money. Where the student agrees to this arrangement, Liberty Construction College will not be liable to refund the money owed for the original enrolment.

This policy on the refund of tuition fees constitutes a written agreement between Liberty Construction College and the international student for the purposes of ESOS Act 2000 as amended in 2012, ESOS Regulations 2001 and the National Code 2007. This agreement is formed when a student signs his or her acceptance form and pays the program deposit.

1.6 Deferral of Studies

Students who wish to defer their course commencement date must notify Liberty Construction College in writing prior to the course commencement date. A new Offer letter will be issued advising the student of their new course commencement date. (NOTE: A place



may only be deferred for up to 6 calendar months) Where a course deferral is granted, any monies paid to accept the original course will be transferred as a deposit for the deferred course. Refer to Deferral, Suspension and Cancelling of Student Enrolment and Leave of Absence Policy and Procedure below.

Terms and conditions

1. All applicants/students must read and understand the Refund Policy and must agree to the conditions below.
2. Tuition Fees are defined as fees payable for tuition as officially published or provided by the College. Course fees are tuition fees plus any enrolment fee and learning resource fee where applicable.
3. This Refund Policy must be provided to the student prior to any payment being made. National Code 2007 Standard 3 & Education (Overseas Student) Registration 19987(3).
4. Any approved refund provision will be paid by Liberty Construction College in AUD, to the person who has entered into a contract with LCC, unless this is impracticable in accordance to Education (Overseas Student) Registration 1998 7(2) (c.)

Refund Application and Payment Information

Refunds of fees paid, less deductions provided for in this policy, will be made, if students apply in writing to the Accounts Department, as prescribed in this policy.

- International students seeking a refund while “in Australia” must complete and submit the Application for Refund Form, available from LCC. Appropriate supporting documentation needs to be included e.g. evidence of arrangements for departure from Australia, acceptance into another program of study, etc.
- International students seeking a refund while “outside Australia” must complete and submit the application to LCC by the student or the agent to the Overseas Representative Office . They must include in their refund request letter, their contact details, and the reason for the request for a refund. Appropriate supporting evidence must be provided with the letter.

In order for a refund to be payable, the funds must be available (e.g. cheques are cleared, telegraphic transfers received), and any debts to LCC must be paid in full or the outstanding amounts will be deducted from the refund. Refunds will be made to the person who entered into the contract only.

Refunds will be made to the person who entered into the contract within 4 weeks of receipt of a written application and will include a Refund letter explaining how the refund was



calculated. In the case of provider default the refund will be paid within 2 weeks (Section 27 ESOS Act 2000) from the date that application received.

LCC reserves the right to retain the amount of any agent fee incurred by LCC in recruiting a student, in addition to any other amount LCC is entitled to.

Grievance Procedures

Students who believe they have been charged an incorrect fee or given an incorrect refund are entitled to dispute the decision using Liberty Construction College's Complaints & Appeals procedure.

Any appeal regarding decisions relating to this policy should be lodged in writing with LCC within 10 working days of the student receiving the original decision from LCC.

Written appeals should be addressed to the Principal.

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.

Liberty Construction College's Complaints & Appeals procedure does not circumscribe the student's right to pursue other legal remedies.

References

R1 National Code 2007 Standard 3

R2 Education (Overseas Student) Registration 1998 7 (2) (b)

R3 Education Services Overseas Students Act 2000 (28)