QDOC-VFHP01
Fee-Help Policies & Procedures
STATEMENT OF VET TUITION ASSURANCE

1. Under the provisions of Schedule 1A of the *Higher Education Support Act 2003* (HESA) and Chapter 3 of the *VET Guidelines 2013* Logic Entity Australia Pty Ltd t/as Abbey College Australia (the First Provider) must comply with the VET Tuition Assurance requirements. This is to protect VET students in the event that the First Provider ceases to provide a VET course of study in which a VET student is enrolled. The meaning of ‘ceasing to provide a VET course of study’ is set out in the *VET Guidelines*. A copy of this is available from: [http://www.comlaw.gov.au/Series/F2013L01509](http://www.comlaw.gov.au/Series/F2013L01509).

2. In the event that the First Provider ceases to provide a VET course of study in which a VET student is enrolled the VET student is entitled to a choice of:
   a) an offer of a place in a similar VET course of study with a Second Provider without any requirement to pay the Second Provider any VET tuition fee for any replacement VET units (this is known as the “VET Course Assurance Option”);
   OR
   b) a refund of their up-front VET tuition fee payments and/or a re-crediting of any FEE-HELP balance for any VET unit of study that the VET student was enrolled or commences but does not complete because the First Provider ceases to provide the VET course of study of which the unit forms part (this is known as the “VET Tuition Fee Repayment Option”)

3. The First Provider meets the VET tuition assurance requirements as specified in the *VET Guidelines 2015* through its current membership of the Australian Council for Private Education and Training (ACPET) Australian Student Tuition Assurance Scheme (ASTAS). Contact details for ACPET’s National Office are:

   National office
   Suite 101, Level 1
   126 Wellington Parade,
   East Melbourne VIC 3002
   1800 657 644 (toll-free nationally)
   (03) 9412 5900
   Fax: (03) 9416 1895
   acpet@acpet.edu.au (National Office)

   or

   PO Box 551
   East Melbourne Vic 8002
   1800 657 644 (toll-free nationally)
   (03) 9412 5900
   Fax: (03) 9416 1895
   acpet@acpet.edu.au (National Office)

4. If the First Provider ceases to provide a VET course of study, ACPET will send a VET student enrolled in the VET course of study a Written VET Tuition Assurance Offer (the Offer) advising the VET student of the options available under the VET tuition assurance requirements. The Offer will include directions that the VET student must follow in order to notify ACPET of the choice they have made for each affected VET unit. ACPET will provide this Offer within twenty Business Days after it knows, or should know by reasonable enquiries that the First Provider has ceased to provide the VET course of study.

5. For the purposes of VET FEE-HELP, all courses offered by the First Provider in accordance with the course requirements of clause 45 of Schedule 1A of the *Higher Education Support Act 2003* are covered by the ACPET Australian Student Tuition Assurance Scheme as part of the First Provider’s membership of the Scheme.
A VET student may choose either:

**a) The VET Course Assurance Option:**

Under the VET course assurance option, a VET student will be offered a place in a similar VET course of study by ACPET. If the VET student accepts this option, ACPET will make all necessary arrangements to ensure a VET student is able to enrol with the Second Provider in the similar VET course of study.

This offered VET course will lead to the same or a comparable qualification without any requirement on the part of the VET student to pay the Second Provider any VET tuition fee for any replacement VET units (that is, units that the VET student had commenced but not completed because the VET course ceased to be offered). A VET student will receive full credit from the Second Provider for any VET units of study successfully completed at the First Provider.

The Second Provider nominated by ACPET may have different VET tuition fees to the fees the VET student would have paid for VET units of study which were part of the VET course of study the First Provider ceased to provide but which the VET student had not yet started studying.

A VET student is not obliged to enrol in a VET course of study with a Second Provider offered by ACPET under the VET Course Assurance Option. However, if he/she enrols with any other VET provider there is no obligation on that VET provider to offer full credit transfer for the VET units of study completed with the First Provider or to offer replacement VET unit/s free of charge.

**OR**

**b) The VET Tuition Fee Payment Option**

Under the VET Tuition Fee Repayment Option, ACPET undertakes to pay the VET student the total of any up-front VET payments already paid by the VET student for any VET units of study the VET student has commenced but not completed because the VET course ceased to be offered.

VET students selecting this option will also have their FEE-HELP balance re-credited for the uncompleted VET units.

**Publication**

The method this Statement of VET Tuition Assurance will be made public to VET students will be on Abbey College Australia’s website ([www.abbeycollege.edu.au](http://www.abbeycollege.edu.au)).

Abbey College Australia will also advise VET students about where the Statement of VET Tuition Assurance may be obtained from as part of their enrolment information.
FAIR TREATMENT AND EQUAL BENEFITS AND OPPORTUNITY POLICY

Overview
Abbey College Australia supports the concept of equal opportunity and is committed to providing all staff, students and potential students with a working and learning environment which values diversity, respects differences and provides an environment that is safe, healthy, positive, supportive and free from all forms of harassment, bullying and discrimination.

Definitions
For the purposes of this document the following applies:

The Act refers to the Higher Education Support Act 2003

Student/s refers to all persons enrolled in a unit of study who are, or would be entitled to VET FEE-HELP assistance under clause 43 of Schedule 1A of the Act; and

Potential Students refers to all persons seeking to enrol in a VET unit of study that meets the course requirements under subclause 45(1) of Schedule 1A of the Act and who are, or would be, entitled to VET FEE-HELP assistance under clause 43 of Schedule 1A of the Act.

1.0 Fair Treatment
1.1 Abbey College Australia will treat fairly all Students and Potential Students.

2.0 Student Selection
2.1 Abbey College Australia has open, fair and transparent procedures, based on merit for making decisions about:
   a) the selection, from among Potential Students; and
   b) the treatment of Students.

2.2 Potential Students seeking to enrol in a VET unit of study with Abbey College Australia, regardless of their background, circumstances or eligibility for funding will be assessed for entry to study through the same published entry requirements and through the same process.

2.3 The above undertakings do not prevent Abbey College Australia taking into account, in making decisions about the selection and treatment of Students or Potential Students, educational disadvantages that a particular Student or Potential Student has experienced or the fact that the Student or Potential Student may be enrolled via a VET restricted access arrangement.

2.4 Entry Requirements: Please refer to individual course description or Abbey College Australia VET Fee Help Brochure.

2.5 APPLICATION
Individuals who seek to enrol in a course with Abbey College Australia must complete and submit the Application Form which is available from Abbey College Australia. Applications may be submitted as indicated on the Application Form.

The application should include evidence that the applicant meets the published entry requirements for their chosen course.

2.6 ASSESSMENT AGAINST PUBLISHED ENTRY CRITERIA
The Course Coordinator assesses the application against the published entry requirements. Where the application is not complete or if further information is required to make an assessment of whether the applicant has met the published entry requirements for their chosen course, the applicant will be contacted and given the opportunity to provide further information.

Applicants who do not meet the published entry requirements will be sent a letter clearly outlining the reasons why they have not been offered a place in the course. The letter will also advise the unsuccessful applicant about their right to appeal the decision and how to access the appeals process.
2.7 CONFIRMATION OF ENROLMENT
Applicants who meet the published entry requirements will be sent a letter offering them a place in their chosen course.
Once the offer is accepted the applicant is sent an enrolment pack explaining all aspects of their course, start date, payment options and details of student orientation.

3.0 Publication
3.1 This Fair Treatment and Equal Benefits and Opportunity Policy will be made available to Students and Potential Students through publication on the website: www.abbeycollege.edu.au.
STUDENT GRIEVANCE POLICY AND PROCEDURES (ACADEMIC & NON-ACADEMIC)

Definitions
For the purposes of this document the following applies:

The Act refers to the Higher Education Support Act 2003

Student/s refers to all persons enrolled with Abbey College Australia including persons enrolled in a VET unit of study that meets the course requirements under subclause 45(1) of Schedule 1A of the Act who are, or would, be entitled to VET FEE-HELP assistance under clause 43 of Schedule 1A of the Act. For the purposes of non-academic grievances the term Student also refers to a person seeking to enrol with Abbey College Australia including persons seeking to enrol in a VET unit of study that meets the course requirements under subclause 45(1) of Schedule 1A of the Act who are, or would, be entitled to VET FEE-HELP assistance under clause 43 of Schedule 1A of the Act.

Complainant refers to Students (as defined above) who have lodged a grievance with Abbey College Australia.

1. Overview
Abbey College Australia is committed to:

- a request for a review of decisions and respond to allegations involving:
  - our academic, administration or management staff;
  - our services or a third party providing services on our behalf; and/or
  - one our students.
- reassuring students that any disputes or grievances will be taken seriously, handled professionally and confidentially in order to achieve a speedy resolution;
- ensure that students have a clear understanding of the steps involved;
- inform our students of their right to take their complaint to an arbiter if they wish to do so;
- provide students with contact details of public and/or independent arbiter; and
- inform our staff of the Complaints and Appeals Policy and Procedures to assist the students with their concerns.

2. Informing the Student
We publish our complaints and appeal policy and procedures in this student handbook and this is available on our website. Trainers will also go over these policy and procedures during our students’ orientation.
Procedures for Complaints and Appeals

Step 1: Collecting information

- Students and prospective students are encouraged to communicate their concerns.
- Verbal comments or concerns should be recorded. Abbey College Australia staff should encourage any student if they have a concern to lodge a formal complaint by completing the "QFRMS01503-Student Concern Form".
  o However, students have the right to stay anonymous if they are only making a comment. E.g. a comment is where a student may raise a verbal issue such as bad smell or a cold classroom but they may not wish to make a formal complaint. Staff shall record their concern and raise it in the next staff meeting without mentioning the student’s name unless the student has given consent.
- A copy of the completed form shall be returned to the individual who completed the form as part of the acknowledgement process.
- Staff receiving the complaints or appeal should treat the compliant with integrity and privacy.
- There is no cost for the complaints and appeals process unless it is referred to a third party.
- Students will be advised that they can have a friend/support person with them at any time during any interview or when they present their case.

Step 2: Processing the information

- Academic appeals will be reviewed by the Course Coordinator and Vocational Training Manager for corrective and preventative actions as well as for continuous improvement.
• Non academic complaints are reviewed by the Business Manager, CEO and administration team for corrective and preventative actions as well as for continuous improvement.
• A complaint can be directed to the CEO immediately if there is a conflict of interest or the complaint is related to a manager’s conduct.

Step 3: Further investigation
• The complaint will be investigated by the appropriate staff member. They may be required to arrange two separate interviews with the person making the complaint and the person the complainant is about.
• Staff shall respect the rights of our students, staff and others when inviting the students and their friend/support person to prepare their evidence and to respond to arguments presented by the opposite side.
• The investigation of a complaint or appeal will commence within 10 working days of the complaint or appeal being lodged with Abbey College Australia.
• During this time, a student’s enrolment will be maintained and a student is requested to attend classes and submit assessments as required.

Step 4: Making a decision
• Staff must ensure that the principles of natural justice and procedural fairness are adopted at every stage of the complaint and appeal process by considering a fair and unbiased procedure when making decisions.
• The complainants must be given a written statement of the complaint or appeal outcome, including reasons for the decision.
• Any decision and/or corrective and preventative action will be implemented immediately.
• A copy of the completed form and decision will be maintained on the student’s file.
• Regardless of outcome, all parties are to be notified of the outcome as soon as possible but no later than 60 days.
• We will provide a written explanation to the student, if the matter is not resolved in less than 60 days.
• If the matter is not resolved internally, the student shall be advised to contact an independent mediator (such as LEADR & IAMA [www.leadriama.org]) or a government agency such as National Training Complaints Hotline, International Student Ombudsman or ASQA.

Independent Mediator
• If the Complainant is not satisfied with the outcome of their appeal and then an independent mediator will be sourced by Abbey College Australia through LEADR, the Association of Dispute Resolvers. Complainants may request that their grievance is referred to the independent mediator by completing a student request form within 10 days of receiving written notification of the result of the appeal to Abbey College Australia.
• Costs of such mediation will be shared equally by Abbey College Australia and the Complainant. As a guide mediator’s costs would be $385 for the first four hours (or part thereof). Subsequent hours would be $137.50 per hour. It is common for most disputes to be resolved within the initial four hour allocation.
• Alternatively an overseas student may lodge an external appeal by contacting the Overseas Students Ombudsman.
• The Overseas Students Ombudsman offers a free and independent service for overseas students who have a complaint or want to lodge an external appeal about a decision made by their training provider. Refer to the Overseas Students Ombudsman website [www.oso.gov.au] or phone 1300 362 072 for more information.
• Remedial action:
Abbey College Australia will give due consideration to any recommendations arising from the external review of the grievance within 30 days of receipt of the recommendations.

6. Publication
This Student Grievance Policy and Procedure (Academic and Non-academic) will be made available to students and those seeking to enrol with Abbey College Australia through publication on the website (www.abbeycollege.edu.au) and in the Student Handbook.

7. Approval
This Policy and Procedure was agreed to and ratified by the company’s Sole Director on 01 June 2015.
PROCEDURES RELATING TO PERSONAL INFORMATION

Definitions
For the purposes of this document:

The Act refers to the Higher Education Support Act 2003
Student/s refers to all persons enrolled with Abbey College Australia including persons enrolled or seeking to enrol in a unit of study that meets the course requirements under sub clause 45(1) of Schedule 1A of the Act who are, or would be entitled to VET FEE-HELP assistance under clause 43 of Schedule 1A of the Act.

1. Overview
Abbey College Australia complies with the requirements of Clause 23 of Schedule 1A of the Act and the Information Privacy Principles set out in the Privacy Act 1988 in relation to the collection of information relating to Students.
Abbey College Australia will allow a Student to apply for and receive a copy of the VET personal information that the provider holds in relation to that Student.

2. Collection of Information
Personal information will not be collected unless:
• the information is collected for a purpose directly related to Students; and
• the collection of the information is necessary for or directly related to that purpose.

Personal information will not be collected by unlawful or unfair means.
Where personal information is collected for inclusion in a record or in a generally available publication Abbey College Australia will take reasonable steps to ensure that, before the information is collected or, if that is not practicable, as soon as practicable after the information is collected, the Student concerned is generally aware of:
• the purpose for which the information is being collected;
• if the collection of the information is authorised or required by or under law the fact that the collection of the information is so authorised or required; and
• with whom the information may be shared (such as the Australian Government or the Tuition Assurance Scheme Provider).

Where Abbey College Australia solicits and collects personal information for inclusion in a record or in a generally available publication it will take reasonable steps to ensure that:
• the information collected is relevant to that purpose and is up to date and complete; and
• the collection of the information does not intrude to an unreasonable extent upon the personal affairs of the Student.

3. Storage and Security of Personal Information
Abbey College Australia will ensure that a Student’s personal information is protected by such security safeguards as it is reasonable in the circumstances to take, against loss, against unauthorised access, use, modification or disclosure, and against other misuse.
Abbey College Australia will ensure that if it is necessary for a Student’s personal information to be given to a person in connection with the provision of a service to Abbey College Australia, everything reasonably within the power of Abbey College Australia will be done to prevent unauthorised use or disclosure of that personal information.

Abbey College Australia will maintain a record setting out:
the nature of the records of personal information kept by Abbey College Australia;
the purpose for which each type of record is kept;
the classes of individuals about whom records are kept;
the period for which each type of record is kept;
the persons who are entitled to have access to personal information contained in the records and the conditions under which they are entitled to have that access; and
the steps that should be taken by persons wishing to obtain access to that information.

Abbey College Australia will not use a Student’s personal information without taking reasonable steps to ensure that, having regard to the purpose for which the information is proposed to be used, the information is accurate, up to date and complete. Abbey College Australia will not use a Student’s personal information except for a purpose to which the information is relevant.

4. Review and Access
An individual may request access to or obtain a copy of their personal records/information or for their personal information to be amended so that it is accurate.

Individuals are able to access their own records by requesting in writing to the General Manager at Abbey College Australia, Level 2, 770 George St, Sydney, NSW, 2000. There is no charge for an individual to access personal information that Abbey College Australia holds about them; however Abbey College Australia may charge a fee to make a copy.

If an individual considers their personal information to be incorrect, incomplete, out of date or misleading, they can request that the information be amended. Where a record is found to be inaccurate, a correction will be made. Where an individual requests that a record be amended because it is inaccurate but the record is found to be accurate, the details of the request for amendment will be noted on the record.

5. Disclosure
Abbey College Australia will not disclose a Student’s personal information to a person, body or agency (other than the individual concerned) unless:

• the individual concerned is reasonably likely to have been aware that information of that kind is usually passed to that person, body or agency;
• the individual concerned has consented to the disclosure;
• Abbey College Australia believes on reasonable grounds that the disclosure is necessary to prevent or lessen a serious and imminent threat to the life or health of the student or of another person;
• the disclosure is required or authorised by or under law; or
• the disclosure is reasonably necessary for the enforcement of the criminal law or of a law imposing a pecuniary penalty, or for the protection of the public revenue.

Where personal information is disclosed for the purposes of enforcement of the criminal law or of a law imposing a pecuniary penalty, or for the purpose of the protection of the public revenue, the record-keeper shall include in the record containing that information a note of the disclosure.

A person, body or agency to whom personal information is disclosed will not use or disclose the information for a purpose other than the purpose for which the information was given to the person.

6. Publication
These procedures will be published on Abbey College Australia’s website: www.abbeycollege.edu.au.
VET FEE-HELP STUDENTS REFUND POLICY

1. Withdrawal from a VET unit of study / VET course of study

Students who wish to withdraw from a VET unit or course of study must do so in writing using the “QFVFH01503 – VET Fee-Help Withdrawal Form” which is available by contacting the Administration Office at Abbey College Australia, Level 2, 770 George St, Sydney, NSW, 2000 or by phoning (02) 9212 4470.

You are required to complete and bring this form in person to the college. Once we receive your withdrawal form, we will organise a consultation meeting for you. The purpose of this consultation is to discuss the reasons for the course withdrawals and re-credit process and to promote satisfactory academic progress by helping students develop strategies to complete their courses successfully. We will issue a statement of attainment for units completed.

Please note: you may request this statement to be mail to your current address. You also are required to complete an AQTF Learner Questionnaire form. The information collected on this form will be used by Australian Government Agencies for statistical reasons only.

2. Refunds: Students who are eligible for VET FEE-HELP assistance:

This section is applicable to domestic students who are Australian citizens or permanent humanitarian visa holders (who are resident in Australia for the duration of the VET unit of study) enrolled in a VET FEE-HELP enabled course offered by Abbey College Australia.

In the event of a student withdrawing from a VET unit of study on or before the census date for that unit of study:

• 100% of tuition fees paid for that unit will be refunded to the student; and
• The student will not incur a VET FEE-HELP debt.

In the event of a student withdrawing from a VET unit of study after census date for that unit of study:

• No refund is applicable; and/or
• The student will incur a VET FEE-HELP debt.

Refunds for students who are not eligible for VET FEE-HELP assistance:

• This section is applicable to domestic students who are permanent residents (who are not permanent humanitarian visa holders who are resident in Australia for the duration of the VET unit of study) and New Zealand citizens enrolled in a VET FEE-HELP enabled course offered by Abbey College Australia.

In the event of a student withdrawing from a VET unit of study on or before the census date for that unit of study 100% of tuition fees paid for that unit will be refunded to the student.

In the event of a student withdrawing from a VET unit of study after census date for that unit of study no refund is applicable.

3. Payment of Refunds:

• Refunds will be paid within 30 days of the census date of the VET unit of study to which the withdrawal applies.

4. Special Circumstances:

• A student who withdraws after the census date for a VET unit of study may apply for special consideration in line with the Student Review Procedures for Re-crediting a Fee-HELP Balance.
5. Publication:

- This refund policy will be made available to students and persons seeking to enrol with Abbey College Australia by publication on the website: www.abbeycollege.edu.au. This refund policy will also form part of enrolment information.
VET FEE-HELP STUDENT REVIEW PROCEDURES FOR RE-CREDITING A FEE-HELP BALANCE

Definitions

The Act: Refers to the Higher Education Support Act 2003

Student: Refers to students, who are Australian citizens or permanent humanitarian visa holders who will be resident in Australia for the duration of their VET Units of Study, and who access VET FEE-HELP for payment of their tuition fees in respect of the VET Unit of Study in which they are enrolled.

Census Date: A published date set by the provider, no earlier than 20% of the way through a VET Unit of Study.

Tuition Fees: Fees paid for a VET Unit of Study that is approved for VET FEE-HELP and applies to Students who are, or would be entitled to VET FEE-HELP assistance under clause 43 of Schedule 1A of the Act.

Unit or VET Unit of Study: A VET Unit of Study approved for VET FEE-HELP that a Student may undertake with the provider, for which the Student may access VET FEE-HELP assistance to pay for all or part of their tuition fees.

The Department: The Commonwealth of Australia represented by the department which has the responsibility for administering the Higher Education Support Act 2003.

1.0 Incurring a VET FEE-HELP Debt

1.1 A Student who is, or would be, eligible for VET FEE-HELP and has requested VET FEE-HELP Assistance, who withdraws from a Unit on or before the census date will not incur a VET FEE-HELP debt for the tuition fees for that Unit.

1.2 Students who have requested VET FEE-HELP Assistance who remain enrolled after the published census date will incur a VET FEE-HELP debt for the Units in which they are enrolled. A Student who withdraws from a Unit after the published census date for that Unit will incur a VET FEE-HELP debt for that Unit.

2.0 Re-crediting a FEE-HELP Balance

2.1 Students who withdraw from a Unit after the published census date, or fail to complete a Unit, may apply to have their FEE-HELP balance re-credited with respect to the Unit if they believe special circumstances apply in accordance with the following procedures.

3.0 Special Circumstances

3.1 If a Student withdraws from a Unit after the published census date for that Unit, or has been unable to successfully complete a Unit, and believes this was due to special circumstances, the Student may apply to have their FEE-HELP balance re-credited for the affected unit/s.

3.2 Abbey College Australia will re-credit the Student’s FEE-HELP Balance if it is satisfied that special circumstances apply where:

• these circumstances were beyond the Student’s control; and
• these circumstances did not make their full impact on the student until on, or after the census date; and
• these circumstances were such that it was impracticable for the Student to complete the requirements for the Unit in the period during which the student undertook or was to undertake the unit.

3.3 For circumstances to be beyond a Student’s control, the situation should be that which a reasonable person would consider is not due to the Student’s action or inaction, either direct or indirect, and for which the Student is not responsible. The situation must be unusual, uncommon or abnormal to be considered special circumstances.

3.4 Special circumstances do not include:

• lack of knowledge or understanding of requirements for VET FEE-HELP assistance; or
4.0 Re-credit of a Student’s FEE-HELP Balance - The Process

4.1 Each application for re-credit of a Student’s FEE-HELP balance will be considered on its merits together with all supporting documentation substantiating the special circumstances claim.

4.2 The General Manager is the designated officer responsible for the assessment of a student’s request for a re-credit of their FEE-HELP balance due to special circumstances and for the initial decision regarding the request.

4.3 A student must apply in person and in writing by completing an application for service request (available from Abbey College student administration), within 12 months of the withdrawal date, or if the Student has not withdrawn, within 12 months of the specified completion date of the Unit.

4.4 Abbey College Australia has the discretion to waive this requirement if it is satisfied that it was not possible for the application to be made within the 12 month period. Relevant supporting documentation will be required to substantiate the claim.

4.5 The application for re-crediting a FEE-HELP balance must include details of the:
   - unit(s) for which a Student is seeking to have a FEE-HELP balance re-credited and
   - special circumstances as referred to above, including supporting documentation.

4.6 Abbey College Australia will consider each application within 28 days of receipt of the application. It will consider each request to re-credit a FEE-HELP balance in accordance with the requirements of Schedule 1A of the Act. Applicants will be notified in writing of the decision within 28 days.

5.0 Review of Decision

5.1 Where Abbey College Australia makes a decision NOT to re-credit a Student’s FEE-HELP balance that decision may be subject to review.

5.2 If a Student is not satisfied with the decision made by Abbey College Australia, the Student may apply, within 28 days of the receipt of the original decision, for a review of the decision. The application for review must:
   - be made within 28 days of receipt of the original decision;
   - include the date of the original decision;
   - state fully the reasons for applying for the review;
   - include any additional relevant evidence.

5.3 Applications should be made in writing to the General Manager at Abbey College Australia, Level 2, 770 George St, Sydney, NSW, 2000 as the designated Review Officer of any decisions relating to a request for re-crediting of a FEE-HELP balance. The Review Officer is senior to the designated officer responsible for the original decision and was not involved in making the original decision to be reviewed.

5.4 The Review Officer will:
   - acknowledge receipt of the application for review of a decision in writing within 10 working days; and
   - inform the Student that if the Review Officer has not advised them of a decision within 45 days of receipt of the application for review, it is taken that the Review Officer has confirmed the original decision.
5.5 The Review Officer will then:

- review the information from the original decision and then assess any new evidence provided by the Student;
- provide written notice to the Student of the decision, setting out the reasons for the decision;
- inform the Student of their right to apply to the Administrative Appeals Tribunal if they disagree with the Review Decision, and timelines involved (see below).

6.0 Reconsideration by the Administrative Appeals Tribunal

6.1 At the time of the original decision, and at the time of the subsequent review decision, the Student will be notified of their review rights and responsibilities. The relevant officer will inform a Student in writing of their right to appeal to the Administrative Appeals Tribunal (AAT) if they are not satisfied with the outcome and the contact details of the closest AAT office and the approximate costs of lodging an appeal. The application must be lodged at the AAT within 28 days of receiving written notice of the review decision. This time limitation can be extended in limited circumstances by order of the AAT.

6.2 Full details of the application process and fees payable are available on the AAT’s website: [www.aat.gov.au](http://www.aat.gov.au). An application fee may have to be paid in the amount of $861 (from 1 July 2014) and is subject to change. Applications cannot proceed until the fee has been paid or waived. Applications for fee waiver must be made to the AAT. Refer to the AAT website for more details.

6.3 Details of closest AAT office:

   Administrative Appeals Tribunal
   Level 7, City Centre Tower
   55 Market Street
   Sydney NSW 2000
   Telephone (02) 9391 2400

6.4 The Secretary of The Department, or the Secretary’s delegate, will be the respondent for cases that are brought before the AAT. Upon The Department’s receipt of a notification from the AAT, The Department will notify Abbey College Australia that an appeal has been lodged. Upon receipt of this notification from The Department, the Review Officer will provide The Department with copies of all the documents that are relevant to the appeal within ten business days.

7.0 Publication

7.1 These procedures are published on the Abbey College Australia website (www.abbeycollege.edu.au) and in the Student Handbook to ensure Students have up to date and accurate information publicly available to them.