



Australian School of Ministry (ASOM)

Terms and Conditions

1. Terms and Conditions of Website Use
2. Privacy Policy
3. Terms and Conditions of Application and Enrolment Fees

Australian School of Ministry (ASOM) Terms and Conditions of Website Use

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which, together with our [Privacy Policy](#), governs the “[Australian School of Ministry](#)” relationship with you in relation to this website.

The term “[Australian School of Ministry](#)” or “ASOM” or “us” or “we” refers to the owner of the website whose registered office is 154 Balcatta Road, Balcatta, Western Australia 6021, Australia.

The term “you” refers to you the “the student” or “user.” The use of this website is subject to the following terms of use:

1. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
2. Neither we, nor any third parties, provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose.
3. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
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8. All trade marks reproduced in this website, which are not the property of or licensed to the operator, are acknowledged on the website.
9. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
10. You may not create a link to this website from another website or document without Australian School of Ministry’ prior written consent.
11. Your use of this website, and any dispute arising out of such use of the website, is subject to the laws of the Commonwealth of Australia.

Australian School of Ministry
Privacy Policy

Incorporating the [Privacy Amendment \(Enhancing Privacy Protection\) Act 2012](#) amending the [Privacy Act 1988](#).

Part 1 – Personal Information Handling Practices explains our general information handling practices across the Australian School of Ministry' [ASOM] website and corporate information drives. We have included information about how we collect, use, disclose and store your personal information.

Part 2 – Files explains our personal information physical file handling practices.

Part 3 – Online explains our personal information handling practices when you visit our websites.

How to contact us

For further information please contact us as follows:

Email:	contact@asom.org.au
Address:	The Australian School of Ministry 154 Balcatta Road Balcatta WA 6021

Part 1 – Our Personal Information Handling Practices

This privacy policy sets out how we comply with our obligations under the Privacy Act 1988 (Privacy Act) and the Privacy Amendment (Enhancing Privacy Protection) Act 2012. The policy is regularly reviewed to provide for new and revised legislation, changes in technology, and changes in systems and processes within ASOM driven by changes in the environment in which ASOM operates. ASOM is committed to ensuring personal information is managed in an open and transparent way in accordance with the Australian Privacy Principles. ASOM will take all reasonable steps in the circumstances to implement practices, procedures and systems relating to our activities that will ensure that we comply with the Australian Privacy Principles.

A copy of this policy is available on our website at <http://www.asom.org.au> or is available upon reasonable request in an alternative form.

1.1 Collecting Information

1. ASOM collects personal information, including sensitive information about students before, during, and following the course of the student's enrolment.
2. The primary purpose for collecting this information is for enrolment assessment and education, the provision of student services and .
3. ASOM collects personal information from people, including students and alumni, attending our conferences, fundraising events and other events. The primary

purpose of collecting this information is to enable ASOM to enrol participants in a conference / event, and / or to raise funds.

4. ASOM collects personal information from our customers during the course of their purchase of our goods and services. The primary purpose for collecting this information is for fulfilment of the purchase request, and /or provision of services.
5. ASOM collects personal information from job applicants and existing employees and volunteers in order to assess (and potentially) engage, administer, and manage the applicant, employee, contractor, or volunteer.
6. Some of the information we collect is to satisfy ASOM's legal obligations, particularly to enable the college to discharge its duty of care.
7. Certain laws governing or relating to the operation of ASOM require that certain information is collected, including public health laws.
8. Information may be collected by way of telephone calls, email, letters, hard copy forms, advertising requests, online forms, third party booking facilities (such as Eventbrite), purchase orders, face to face meetings, and interviews.

1.2 Holding and Use of Information

1. Information collected is stored in a variety of ways. Sensitive credit card or bank account information required for the completion of purchase transactions is not held by ASOM but passes directly through payment gateways to our bank to enable the purchase transaction to be processed. Other student, employee, and third party information is held in our electronic databases, which are hosted on our secure servers, or if physical records are held within our locked cabinets and premises.
2. If you use the Eventbrite service to book into one of our events you are deemed to be familiar with and consent to the terms of Eventbrite's Privacy Policy which is available at <https://www.eventbrite.com.au/privacypolicy/>
3. Student information is collected and retained for communication and reporting purposes, enrolment assessment and schooling for potential and current students, and the provision of student activities, services and care to our current students and alumni.
4. On occasions, information such as academic achievement, student activities, photographs and other news is published (from time to time) in ASOM publications and social media forums, magazines, promotional and appeal material and on our web and intranet sites. If you do not agree to this, it is your responsibility to advise us.
5. Information collected, including contact details will only be used by ASOM and not divulged to third parties except: ASOM is unlikely to disclose personal information to overseas recipients, other than for student reference, medical and dietary guidance, and for potential employee or employee references.
 1. When compulsory notification is required by the Australian College of Theology and government departments; or
 2. When compulsory notification is required by law; or
 3. When the potential student, current student, or graduate student consents (or unless the student would reasonably expect that the information collected would be used in this way by ASOM).
6. From time to time ASOM engages in fundraising activities. Information received from you may be used to make an appeal to you and market the

organisation and its plans, events, and activities. We will not disclose your information to third parties unless required by law, or to resolve a problem with a financial institution in respect of a donor's donation transaction. This may include anonymous donations where there is a need to trace transaction details in the unlikely event that ASOM needs to resolve a problem for the processing of that anonymous donation.

7. From time to time, ASOM may obtain information from third parties about an individual, to be used as a reference for enrolment and/or accommodation assessment or to be used for an employment related purpose.
8. From time to time, ASOM may provide information to a third party relating to an accommodation or employment reference including insurance.
9. From time to time ASOM may provide information to a third party relating to working with children clearance checks required for the person to participate in College mission and other activities.
10. From time to time ASOM may provide information to a third party in respect of a financial transaction for the purchase of goods and services by you, to ensure the efficient resolution and processing of your transaction and provide you with the goods and services you have purchased as soon as possible.
11. Student/staff/faculty photos may be used in a student handbook/directory/ASOM social media forum. If you do not agree to this, it is your responsibility to advise us.

1.3 Access and Correction of Information

People may seek access to personal information collected about them by contacting the General Manager on the above email address.

ASOM appreciates your right to access, update and correct your personal information collected by us, in order to ensure we are providing you with the information and services you require, other than if access to the personal information by ASOM is:

1. Reasonably believed by ASOM to pose a serious threat to the life, health or safety of any individual, or to public health or public safety; or
2. Giving access would have an unreasonable impact on the privacy of other individuals; or
3. The request for access is frivolous or vexatious; or
4. The information relates to existing or anticipated legal proceedings between ASOM and the individual, and would not be accessible by the process of discovery in those proceedings; or
5. Giving access would reveal the intentions of the entity in relation to negotiations with the individual in such a way as to prejudice those negotiations; or
6. Giving access would be unlawful; or
7. Denying access is required or authorised by or under an Australian law or a court/tribunal order; or
8. Both of the following apply:
 - a. ASOM has reason to suspect that unlawful activity, or misconduct of a serious nature, that relates to the entity's functions or activities has been, is being, or may be engaged in;

- b. Giving access would be likely to prejudice the taking of appropriate action in relation to the matter; or
9. Giving access would be likely to prejudice one or more enforcement related activities conducted by, or on behalf of, an enforcement body; or
10. Giving access would reveal evaluative information generated within the entity in connection with a commercially sensitive decision-making process.

Dealing with requests for information: ASOM will

- Respond to the request for access to the personal information within a reasonable period after the request is made; and
- Give access to the information in the manner requested by the individual, if it is reasonable and practicable to do so.

Other means of access: If ASOM refuses:

- To give access to the personal information because of an exception above; or
- To give access in the manner requested by the individual;

ASOM will take such steps (if any) as are reasonable in the circumstances to give access in a way that meets the needs of ASOM and the individual. Without limiting the subclause above, access may be given through the use of a mutually agreed intermediary.

1.4 Access charges

ASOM will not charge you for making a request for access to personal information. A reasonable charge may be made by ASOM for giving access to the personal information if they choose to do so.

1.5 Refusal to give access

If ASOM refuses to give access to the personal information by reason of one of the exceptions listed above, or to give access in the manner requested by the individual, ASOM will give the individual a written notice that sets out:

1. The reasons for the refusal except to the extent that, having regard to the grounds for the refusal, it would be unreasonable to do so; and
2. The mechanisms available to complain about the refusal; and
3. Any other matter prescribed by the regulations.

If ASOM refuses to give access to the personal information because of paragraph number 10 above, the reasons for the refusal may include an explanation for the commercially sensitive decision.

Part 2 – Files

2.1 Student Files

The purpose of our student academic files (electronic and physical) is to store student related data and information, correspondence, working papers and other documents that relate to our functions to:

- provide advice and guidance to potential students;
- provide advice and guidance to existing students;
- manage application information, including references;
- store enrolment related information;
- management and administration of educational classes, tuition within and outside of our campuses.
- store academic record and graduation related information and correspondence required by educational accrediting bodies;
- provision of student services, including residential accommodation;
- administration and management of financial processed relevant to potential and existing students;
- emergency contact directions.

2.2 Collection

We collect personal information in our student files directly from individuals or their referees, or from publicly available sources such as websites, social media, or telephone directories.

2.3 Use and Disclosure

Personal information in student files is only used for the purpose of administering and managing the education of our students or potential students, and their networking as alumni and supporters of ASOM, or in exercising our statutory functions to relevant authorities.

The personal information on our files and databases is not disclosed to third parties without consent unless the individual would reasonably expect, or has been told, that information of that kind is usually passed to those organisations or individuals, or the disclosure is otherwise required or authorised by law.

2.4 Data quality

ASOM maintains and updates personal information in our files as necessary or when we are advised by individuals that their personal information has changed. We will manually update your personal information when you advise us, if a self-service online option isn't available.

2.5 Data security

Files are stored in either password protected electronic media or in locked storage areas in paper form. When no longer required, personal information is files is destroyed / deleted in a secure manner.

The following staff members (and staff members fulfilling these roles in an acting capacity) have access to files on a need to know basis:

- ASOM Board Chair
- Principal
- Vice-Principals
- General Manager
- Faculty/Deans
- Academic Registrars
- Director of Post-Graduate Studies
- The Bridge program staff
- IT staff
- Library Staff
- Records management administrators

2.6 Contact Lists

We maintain contact lists and databases which include information about individuals, churches, organisations, and suppliers. We use these contact lists to distribute information about our activities and events, and to manage our relationships with these parties.

2.7 Collection

We collect personal information directly from individuals, churches, organisations, and suppliers or from publicly available sources such as websites, social media, or telephone directories.

2.8 Use and Disclosure

We only use personal information in contact lists for the purpose of managing our stakeholder relations.

2.9 Data quality

ASOM maintains and updates personal information in our files as necessary or when we are advised by individuals that their personal information has changed, and a self-service online updating option isn't available. We also regularly audit contact lists to check the currency of contact information. We will remove / modify contact information of individuals who advise us that they no longer wish to be contacted, or only wish to be contacted via a particular method of communication.

2.10 Data security

Files are stored in either password protected electronic media or in locked storage areas in paper form. When no longer required, personal information in files is destroyed / deleted in a secure manner.

Routine access to contacts lists is limited to the database administrators who have responsibility for maintaining the contacts lists. Other staff members have access to the personal information in contacts on a need to know basis.

2.11 Administrative Files

The purpose of personnel records is to maintain current employee information for business and employment related purposes, or where authorised or required by law. The personal information in these files relates to the employee and may include:

- Application(s) for employment including the employee's resume(s), covering letter, statement(s) addressing the criteria, and referee reports;
- Notes from the selection committee during the selection process;
- The employee's employment contract, and other records relating to their terms and conditions of employment;
- Details of financial and other personal interests supplied by some employees and their immediate family members e.g provided for loan applications;
- Proof of Australian citizenship;
- Certified copies of academic qualification(s);
- Records relating to the employee's salary, benefits, and leave;
- Medical certificates or health or dietary related information supplied by an employee or their medical practitioner;
- Contact details;
- Taxation details;

- Superannuation details;
- Information relating to the employee’s training and professional development.

The purpose of keeping records on candidates for employment (“Applicant files”) is to allow us to assess the suitability of candidates for future employment by ASOM.

2.12 Collection

ASOM generally collects personal information directly from employees and applicants, but may also collect personal information from intermediaries such as recruitment agents, online booking providers, personal providers, and via publicly available sources.

ASOM may also collect personal information about employees and applicants from third parties, where it is relevant to the selection process.

2.13 Use and Disclosure

Personal information in personnel files is only used for the purpose of maintaining current employee data and information for business and employment related purposes. We only use personal information in applicant files for the purpose of assessing and processing applications for employment. We don’t give personal information held in these files to other organisations or other third parties without consent, unless the individual would reasonably expect or has been told that information of that kind is usually passed on to organisations or individuals, or else this disclosure is otherwise required or authorised by law.

2.14 Data quality

ASOM maintains and updates personal information in our personnel and applicant files as necessary, or when we are advised by individuals that their personal information has changed.

2.15 Data security

Files are stored in either password protected electronic media or in locked storage areas in paper form. When no longer required, personal information in files is destroyed / deleted in a secure manner.

Personnel files are stored in locked cabinets in paper form. Previous employee files are archived in boxes and stored in a locked storage area. Personal information relating to payroll is stored in a locked storage area.

Applicant files are filed and stored on password protected electronic media, and the paper form locked in storage areas. These paper files are stored for seven years and then destroyed in a secure manner or deleted.

The following staff members have access to personnel and applicant files on a need to know basis:

- ASOM Board
- Principal
- General Manager
- Finance Officer
- Accounts Payable Officer
- Payroll Officer
- Library Staff

Part 3 – Online

3.1 Collection

It is our usual practice to collect information about all visitors to our online resources.

Sometimes we use third party platforms to deliver information e.g. library services; social media sites. These are sites hosted and managed by organisations other than ourselves. Before deciding if you want to contribute to any third party site you should read their privacy policy.

There are several methods we use to collect visitor behaviours on our online platforms. We use Google Analytics on our website(s). Information and data collected through Google Analytics is stored by Google on its servers. You can opt out of the collection of information via Google Analytics by downloading the Google Analytics Opt out browser at <http://www.google.com>

When you visit any of our online resources, our metric tools may collect the following information about your visit for statistical purposes:

- Server address
- The date and time of your visit to the site
- The pages you accessed and documents downloaded during your visit
- The type of browser used

We record this data to maintain our server and to improve the services we provide. We don't use this information to personally identify anyone, except in the case of malicious use.

If you are creating a user account or making a purchase, donation or conference registration on our website, we will collect the following information:

- Name
- Email
- Hashed Password
- Any further contact details you provide, including address or phone
- Any further personal information you provide

Please note that full sensitive credit card or bank account information required for the completion of purchase transactions will not be stored with ASOM as outlined in Part 1.

3.2 Cookies

Most of our online platforms use sessions and cookies. The core functionality on these platforms will be largely unaffected if you disable cookies in your browser but you may be unable to access some advanced functions.

3.3 Use and Disclosure

We do not give personal information collected online to other organisations or anyone else without consent unless the individual would reasonably expect, or has been told, that information of that kind is usually passed to those organisations or individuals, or the disclosure is otherwise required or authorised by law.

3.4 Data quality

ASOM will delete or correct any personal information that we hold about you on request.

If you are on one of our automated email lists, you may opt out of further contact from us by clicking the 'unsubscribe' link at the bottom of the email.

3.5 Data security

There are inherent risks in transmitting information across the internet. We do provide HTTPS encrypted connections for our online platforms where you are asked to enter personal information.

We don't have the ability to control the security of information collected and stored on third party platforms that you may access through our website, including payment gateways and social media sites. In relation to our own servers, we take all reasonable steps to manage data stored on our servers to ensure data security, including but not limited to:

- Physical security of onsite servers
- Server monitoring
- Secure storage of access passwords
- Security protocols to mitigate threat of brute-force attacks on access to servers.
- Hashing of user passwords

Australian School of Ministry (ASOM) Terms and Conditions of Application and Enrolment Fees

Academic Fees

Please note that ASOM fees cover the cost of tuition and access to all relevant course information through the ASOM/Moodle online education platform. The Registration Fee, Graduation, Missions trips and certain conference fees will be charged separately.

Financial Habits

Payment in full at the beginning of each semester is the preferred method of payment.

For Diploma students, a minimum deposit of \$400.00 is required prior to commencement of the term if you are not paying your fees upfront. (Students studying only one subject are required to pay their fees in full prior to the beginning of the semester).

Fees cannot be paid in cash. However, they may be paid by cheque, money order, credit card, EFTPOS, via the Internet, or through a periodical payment from your bank account – which is the college's preferred method of payment. Students who fall behind in their payments will be required to set up a periodical payment from their bank account immediately.

If a student falls two payments behind their contracted amount, they will be deemed to be in breach of their Fees Contract and will be suspended from classes. Only the College Directorate can make the decision as to whether that student can continue with their studies under an amended Fees Contract. In cases of continued non-compliance, the student will be invited by the College to seek full-time work in order to pay off their fees - after which time they may reapply for admission into the College.

Students with fees outstanding at the end of a semester will not be allowed to return to College until they have paid their debt plus a \$400.00 deposit for the new semester. Please note that marks, transcripts, and graduation will be withheld if a student has outstanding fees.

Refund Policy

The refund policy of the *Australian School of Ministry* is listed below and applies to all courses and programs provided by the Australian School of Ministry. Applications for refund must be in writing and will be processed using the date the letter is received by the Principal. Verbal notifications are considered invalid notifications and will be ignored. Application Fees are non-refundable

Australian School of Ministry (“the School”) agrees to abide by the Refund of Fees Policy as set out below. This agreement does not remove the right of the student to take further action under Australia’s consumer protection laws.

This policy applies to all *Australian School of Ministry* programs and Australian citizens, permanent residents, permanent humanitarian visa holders and New Zealand citizens. This course is only available on a part-time basis and is therefore not eligible for any FEEHELP assistance. The courses are available both on site and online.

Withdrawing (or Deferring) From the Course

Students can withdraw at any point; however, financial penalties may apply (see Refund Policy). Deferment can only take place at the completion of a semester. Deferment is the preferred option for students who intend to return at a later date. Students desiring to withdraw or defer before completion of their nominated course are required to advise ASOM in writing. Students can defer their studies for a maximum of **ONE** year. After that time, they must re-apply to ASOM and pay the application fee again.

Please note – fees **CANNOT** be ‘deferred’. Reenrolment into a subject following withdrawal/deferment will incur normal fees – there will be no discount.

1. Withdrawal before course commencement.

If, for any reason, a student within the scope of this policy is unable to start the course on the agreed starting day, all course money paid in advance will be refunded within 28 days of receipt of withdrawal. The application fee is non-refundable.

2. Withdrawal after course commencement, on or before the Census Date

If a student within the scope of this policy advises the School in writing that they wish to withdraw and the School receives the advice on or before the census date, the full amount of the Tuition Fee paid in advance will be refunded to the student. The refund will be sent by post, within ten working days, to the last address the student supplied to the College.

3. Withdrawal after course commencement after the Census Date

If a student within the scope of this policy advises the School in writing that they wish to withdraw, and the School receives the advice after the census date of the unit of study, the student is not entitled to any refund of tuition fees paid in advance. Students may apply for a refund of all or portion of the Tuition Fee if they experience special circumstances.

Census Date

A census date is set for all subjects delivered by the *ASOM* and is published on the *ASOM* website located at www.asom.edu.au

- i. Students need to apply in writing to withdraw from any units of study.
- ii. This agreement and availability of complaints and appeals processes does not remove the right to take action under Australia's consumer protection laws.

Any refund is processed from the date of formal notification in writing of the student's intent to withdraw.

- If you withdraw before the ASOM semester begins (before classes start), you are entitled to 100% of your PAID semester fees.
- If you withdraw after Week 1 has commenced (i.e.: classes have begun), but before Week 2 has been completed (i.e.: classes have finished), you are entitled to 80% of your semester fees. You will still need to pay 20% of your fees.
- If you withdraw after Week 3 has commenced, but before Week 4 has been completed, you are entitled to 50% of your semester fees. You will still need to pay 50% of your fees.
- If you withdraw after Week 5 has commenced, you must pay the full 100% of your semester fees.

The Administrative/Withdrawal date and census dates are noted on our semester calendars. Please ensure that you are aware of them from the beginning of your studies.

The Refund Policy will be published in the prospectus booklet, on all subject enrolment forms, in the Student Handbook and on the website, www.asom.org.au

Procedure

Students are required to notify the Principal in writing of their intention to withdraw. This can be done by means of a letter or email. The Principal will then arrange for the refund to be sent to the student via cheque or Internet banking transfer.