

# National Code Standard 3

## FEES POLICY

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### Overview

1. The College imposes tuition and other fees for the training services it provided. The charges imposed reflect demand for services as well as the costs involved in providing training services. ‘
2. Tuition fees are charged for all courses. “Tuition fees” refers to the whole amount of published course fees.
3. For international students, the tuition fees are those set out in the Letter of Offer.
4. For Smart and Skilled students, the tuition fees are those set out in the Government’s Commitment Quotation.

### “Pre-paid Fees” – International Students

*The Education Services for Overseas Students Act 2000 (ESOS) defines tuition fees as meaning:*

“(a) means fees a provider receives, directly or indirectly, from:

- (i) an overseas student or intending overseas student; or
- (ii) another person who pays the fees on behalf of an overseas student or intending overseas student;

“that are directly related to the provision of a course that the provider is providing, or offering to provide, to the student”;

### *“Limit on amount of initial pre-paid fees that may be received*

*S 27 of the ESOS Act 2000 states:*

*“(1) A registered provider must not receive, in respect of an overseas student or intending overseas student, more than 50% of the student’s total tuition fees for a course before the student has begun the course.*

*(2) Subsection (1) does not apply if:*

*(a) either of the following choose to pay more than 50% of the overseas student’s, or intending overseas student’s, total tuition fees for a course before the student has begun the course:*

- (i) the student;*
- (ii) a person who is responsible for paying those fees; or*

*(b) the course has a duration of 25 weeks or less.*

### *Limit on when remaining tuition fees may be required*

- (1) “Once an overseas student begins a course, the registered provider for the course must not require any of the remaining tuition fees for the course to be paid, in respect of the overseas student, more than 2 weeks before the beginning of the student’s second study period for the course”*

## FEE PAYMENTS

5. International students may choose to pay more than 50% of the total tuition fees prior to the commencement of their course if they so wish.
6. Fees for full time courses may be paid by instalment upon application by a student or prospective student. Such applications are considered by the National Manager in utmost discretion.
7. If an instalment application is agreed to by the College, a note is made in the student file and instalments must be

paid on time in line with the regulations. Failure to do this may result in interest being charged on the overdue amount. The amount of the interest will be advised by the College from time to time.

8. All fees paid in advance are held in the College bank account until such time as they become due per the terms outlined in the written agreement with the student. Overseas students' fees paid in advance are protected by the College's participation in the Tuition Protection Service and compliance with ESOS requirements.

### **Submission of Fees**

9. All fees and charges, including tuition fees, are payable in advance for such periods as the College advises and are not refundable except as set out in the College's Refund Policy.
10. The minimum initial payment upon acceptance by a student of an offer of a place in a course is an amount equal to the first semester fees plus any other fees (such as administration fee and OSHC) listed on the Letter of Offer. For example: for a two-year course, the initial payment required would be 25% of the total tuition fees due. For a one-year course, the initial payment required would be 50% of the total tuition fees due.
11. Facsimile copies of signed agreements are acceptable by the College.
12. The College will not accept student fees prior to a student's acceptance of a Letter of Offer. Acceptance of an offer may be by return of the signed Student Agreement (attached to the Letter of Offer) or by payment of tuition fees.
13. The College will contact any students or agents who submit tuition fees with their International Student Enrolment and Agreement Form and advise that payment cannot be processed until a Letter of Offer is issued and accepted by the student. A record of any such action taken will be kept on the student's file. If, despite contacting the student in these circumstances, the student does not enter into a written agreement with the College within 60 days of receipt by the College of the cleared payment, then the payment will be returned to the student.
14. Fees may be paid to the College either by cheque, international bank draft, cash, credit card or directly into the College's bank account as nominated on the International Student Enrolment and Agreement Form.

### **Smart and Skilled Student Fees**

15. The College is aware of its contractual responsibilities under Smart and Skilled with regard to the Fee administration requirements.
16. Under Smart and Skilled, a student contributes towards the cost of training through the payment of a student fee. The payment to the College is made up of the student fee and the subsidy from the government. The student fees are:
  - (i) Set for the whole qualification
  - (ii) Lower for students doing their first, post-school qualification
  - (iii) Set for the student and the qualification and will be the same regardless of the provider chosen
17. Where Recognition of Prior Learning (RPL) and/or Credit Transfer (CT) are granted to participants enrolling in a Smart and Skilled government-subsidised course for Modules or Units of Competency, the fee and subsidy amounts are adjusted using the Smart and Skilled Provider Calculator. Please refer to the College's Course Credit Policy for further information regarding fee adjustments for RPL and/or Credit Transfer.

### **Issue of Qualifications**

18. Except in its utmost discretion, the College will not issue a qualification to students who have successfully completed their course until all outstanding fees have been paid.
19. The College reserves discretion to issue qualifications to students where course moneys are outstanding. For example this may be where a satisfactory payment plan has been agreed to by the College.

### **Refunds**

20. Students should refer to the College's refund policy for information regarding applications and processing of refunds.

### **Fee Disclosure - General**

21. The College provides the following fee information to each student:
  - 14.1. the total amount of all fees including course fees, administration fees, materials fees and any other charges;
  - 14.2. payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/administration fee;
  - 14.3. the nature of the guarantee given by the College to complete the training and/or assessment once the student has commenced study in their chosen qualification or course;

14.4. the fees and charges for additional services, including such items as issuance of a replacement qualification testamur and the options available to students who are deemed not yet competent on completion of training and assessment, and

14.5. the College's refund policy.

22. The information listed above may be provided to students in their written agreement with the College or, if necessary, by written notice to students where the fee information is not available at the time that the written agreement is entered into.

#### **Fee Disclosure – Smart and Skilled**

23. All information regarding fees to be paid by the student will be supplied individually on enrolment following completion of the Notification of Enrolment Process. These will be as calculated using the Provider Calculator.
24. At enrolment, students will be notified of any schedule of payments.
25. Fees paid in advance will be protected as follows: Through College membership of the Government's Tuition Protection Scheme and membership of the Independent Tertiary Education Council Australia (ITECA) as applicable.
26. Students will be notified of any additional equipment costs prior to enrolment.
27. Any fee schedule will ensure that all fees are paid in full prior to completion of training and assessment.
28. All fees collected will be retained by the College.
29. Where applicable (i.e. under certain Awards) the employer will pay the fee for certain Apprenticeships and Traineeships.
30. No extra fees will be charged to students under a sub-contacting arrangement.
31. Students will be entitled to two attempts to complete a unit of competency without additional cost. Any further attempts will incur additional charges as per the College's 'Incidental Fees and Charges Policy'.
32. Fees will be adjusted to reflect any Recognition of Prior Learning or Credit Transfers and if necessary refunds will be made where applicable.
33. If a participant does not complete a qualification at a certain level but has completed all the requirements of a qualification at a lower level with lower level fees the College will refund the difference in course fees.

#### **Related Policies**

- Refund Policy
- Financial Management Policy
- Course Credit Policy
- Issuing of AQF Qualifications & Statements of Attainment Policy

#### **Related Standards**

- Standards for Registered Training Organisations 2015 – Standard 4 – Clause 4.1
- Standards for Registered Training Organisations 2015 – Standard 7 – Clause 7.3