

# International Students Fees and Charges Policy (all courses, including ELICOS)

## Purpose

The purpose of this policy is to outline Shafston International College's method to managing fees and refunds. Also,

- To identify inconsistent terms that have caused confusion and to further define terms and conditions in details.
- To be included in Payment Plan Policy, Terms and Conditions, and all relevant forms indicating Cancellation, Refund, Deferrals, Suspensions, and Internal/External Transfer, Release.

This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards, as well as the ESOS Act and the National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 2 and 3.

## Scope

Shafston's Fees and Charges Policy applies to its staff (general staff and contractors), students' and employers.

## Definitions

**ASQA** means Australian Skills Quality Authority, the national VET regulator and the RTO's registering body.

**Accommodation** means homestay or student apartment.

**Accommodation Placement Fee** means Homestay Placement Fee, or Student Apartment Placement Fee.

**DET** means Department of Education and Training.

**DHA** means Department of Home Affairs.

**ELICOS** means a program of study that includes one (1) or more individual English courses.

**Application Fee** is a charge levied on the student to cover the administrative costs of enrolling the student.

**ESOS Act** means Education Services for Overseas Students Act 2000.

**Learning Material Fee** means all fees relating to course materials, including any uniforms or online learning resources.

**National Code** means National Code of Practice for Providers of Education and Training to Overseas Students 2018.

**Original Course Commencement Date** means the Commencement Date of the course as described in the first Letter of Offer.

**Fee Payer** means the nominated payer of a student's course fees, usually either the student or the employer paying on behalf of the student.

**Packaged Enrolment** means combining two or more courses of studies to acquire desired knowledge and skills. Where the student is enrolled in a package course/program, then the agreed starting date is the commencement date of the first course of study.

**Partial Payment of Tuition Fee** means tuition fees applicable to payment plan arrangements.

**Pre-Paid Tuition Fee** are course fees paid by the student in advance of commencing their studies.

**Provider default** means where the provider fails to start providing the course to the student at the location on the agreed starting day or after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

**SRTOs** means the Standards for RTOs 2015 – refer definition of 'Standards'.

**Standards** means the Standards for Registered Training Organisations (RTOs) 2015 of the VET Quality Framework which can be accessed from [www.asqa.gov.au](http://www.asqa.gov.au)

**Student default** means where an overseas student does not start a course or withdraws from a course as defined in Section 27(2) of the ESOS Act.

**A student default occurs when a student:**

- does not start the course on that day; or
- the student withdraws from the course at the location (either before or after the agreed starting day due to visa refusal); or
- the student failed to pay an amount they were liable to pay the provider
- the student breached a condition of their student visa
- there is misbehaviour by the student.

If a student default occurs the provider and student must follow the refund requirements in the Written Agreement that apply to student default situations.

A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because of provider default.

**Study commencement date** means the date that the Provider first expects students to engage in learning and assessment activities. In most cases, this would fall in the first week of the relevant study period.

**Tuition Fees** are fees that are directly related to provision of a course.

## Responsibilities

Marketing, Admissions, Administration and Finance Teams, Academic Manager and Quality Assurance Coordinator are responsible for the transparency, governance and management of fees and charges; ensuring students' rights and responsibilities are fully explained and maintained.

## Policy

Protection of fees paid in advance

Shafston International College protects the fees that are paid in advance by international students.

**The fee protection is ensured as follows:**

- All pre-paid course fees will be held in a trust account prior to student commencing the course or courses. Upon commencement of course/s the monies received are then taken into the operational account.
- The pre-paid course fees are held separately from the day-to-day operating expense accounts, so that if a refund is payable at least 28 days prior to the original course or packaged program commences, the refund can be made in full and in a timely way without impact on the financial operations of the business or recourse to the tuition protection system.
- Shafston International College does not require international students to pay more than 50% of course fees prior to course commencement, however, the college would not oppose if the student, or person making payment on their behalf, chooses to pay more than 50% prior to course commencement. Furthermore, if the course is less than 25 weeks, the College may require students to pay the full cost of the course prior to course commencement.
- Shafston International College pays into the Tuition Protection Service (TPS) provided by the Australian Government. If Shafston International College is unable to deliver a course a student has paid for and does not meet the obligation to either offer a student an alternative course or pay a student a refund of the unspent prepaid tuition fees, the TPS will assist students in finding an alternative course or to get a refund if a suitable alternative is not found.

## Course fee inclusions

**Tuition fees include:**

- All of the training and assessment required for students to complete the qualification or course in which they are enrolling within the attempts allowed.
- Issuance of one set of documents including the testamur (certificate) and record of results and/or a Statement of Attainment (in the case of withdrawal or partial completion).

**Non-tuition fees include:**

- Learning Material Fee which may apply depending on the chosen qualification details or duration of ELICOS will be included in the course information and in the Letter of Offer and Student Agreement.
- Fees for deferral of study, late payment of tuition fees, or other circumstances in which extra fees may apply.

- Additional fees that apply for re-sit/repeat, where a student fails to achieve a satisfactory outcome after two attempts at an assessment task.
- Re-print or additional copies of AQF certification documents will attract a fee of \$150 per document.

**Additional fees include:**

- Living cost.
- Costs for overseas student health cover (OSHC).
- Costs for Airport Pick Up Fee.
- Photocopying/Printing of course and other materials.
- Payment Plan Cancellation Fee
- Homestay Placement Fee
- Applicable Administrative Fees
- Application Fee
- Costs of any optional textbooks and materials that may be recommended but not required to complete a course.
- Replacement costs for borrowed textbooks/reference books if original copies are lost or misplaced.
- Costs associated with re-assessment if re-assessment is required.
- Direct debit setup, transaction, and dishonour fees (where applicable).
- Credit card payment surcharges.

## Summary of Tuition and Learning Material Fees

Details	More than 28 Days Prior to Original Course Commencement Date	Less than 28 Days Prior to Original Course Commencement Date	After Original Course Commencement Date
Full Payment of Tuition Fee (includes Single or Packaged Enrolments)	Full refund of tuition fees less any Non-refundable Fees and charges, less Cancellation Fee of \$500.	50% of Tuition Fees paid, less any Non-refundable Fees and Charges. In addition, there is also an Administration Fee is also payable.	Non-refundable.
Partial Payment of Tuition Fee (includes Single or Packaged Enrolments)	Full refund of partially paid tuition fees less any Non-refundable Fees and charges, less Cancellation Fee of \$500.	50% of partially paid Tuition Fees, less any Non-refundable Fees and Charges. In addition, there is also a Cancellation Fee of \$500 is payable.	Non-refundable.
Learning Material Fee applicable to commencement of study	Full refund.	Full refund.	Non-refundable.

## Summary of Homestay Fees

More than 14 Days Prior to Check-in Date	Less than 14 Days Prior to Check-in Date	After Check-in Date
A full refund of Homestay fees less Placement Fee and any non-refundable fees and charges.	A Full refund of Homestay fees less two weeks of homestay fee, Placement Fee and any non-refundable fees and charges.	The unused homestay fee will be refunded less two weeks of homestay fee, Placement Fee and any non-refundable fees and charges.

## Non-Refundable Fees

**Application Fee** If the Application Fee was waived or discounted as a promotion, \$260 will be charged for Administration costs on cancellation. This will be deducted from the prepaid fees.

**Homestay Placement Fees and Accommodation Placement Fees:** Homestay or Accommodation Placement Fee is not refundable once the booking confirmation letter is issued. Refund of Homestay or Accommodation Fee is subject to the Homestay/Accommodation provider's refund policy. Please refer to the respective Homestay/accommodation provider for their refund guidelines.

**Airport Pick Up Fees:** No refund of Airport pick-up fees is payable unless notification of cancelled, missed or delayed flights is received at least 48 hours prior to the advised arrival or departure flight details.

**OSHC (BUPA)** Shafston will not refund Overseas Student Health Cover (OSHC) if the health cover certificate has already been issued. Students may have to apply directly to Bupa for a refund, if applicable.

**Administrative Fees** Please refer to the Application Form for a full list of Administrative Fees

**Cancellation Fees** relate to the administration costs associated with course cancellation

**Payment Plan Fees** If the Payment Plan Fee was waived or discounted as a promotion, \$100 will be charged for Administration costs on cancellation. This will be deducted from the prepaid fees.

**Notes:** Refer to International Students Fees and Charges Policy refund guidelines for detailed information.

## Fees and refund information

- The Letter of Offer and Student Agreement as well as our website outline all Fees and Charges information relevant to our courses.
- As per the requirements of the National Code 2018 Standard 2 and 3 all international students, Fees and Charges information is always provided prior to enrolment or receipt of payment. Learning Material Fees are non-refundable under all circumstances after the student commences the course.
- Transfer of fees: Any Courses fee that are held in credit at the time of student request to transfer can be transferred from one course to another if student wishes to change courses within Shafston scope. Course fees paid to cover the commenced unit(s) of VET or week(s) of ELICOS study are non-refundable and will not be transferred to the new courses. Each courses amendment attracts a fee of \$100 and other applicable Administrative Fees.
- Deferrals: If course fees remain unpaid at the time of student request for deferral, the student must pay \$1,000 holding fee. Course fees unpaid is defined by the circumstance where the student did not make a full course fee payment/has an existing payment plan agreement that demonstrates outstanding fees. The holding fee payable by student is non-refundable and can be allocated against the course fee when the student returns.
- ELICOS and VET Programs: Students who cancel and are not eligible for a refund may apply for a refund if the student can provide evidence of exceptional circumstances or extreme personal hardship. Independently documented evidence, such as a medical certificate, will be required. The decision to grant a refund based on exceptional and compelling circumstances and/or extreme personal hardship is wholly at the discretion of the Director. Each case will be assessed on its merits. Any refund that is determined will be on a pro-rata basis, less the \$500 Cancellation Fee.

Confidentiality and Privacy Policy: Shafston is not permitted or authorised to give out your private address or the address of other students unless requested within the law. Your personal information may be made available by Shafston International Pty Ltd to Commonwealth and/or State government agencies and the Tuition Assurance Fund Manager.

# International Students Fees and Charges Policy Refund Guidelines

Items/Reasons	Refund amount	Time to pay refund comments
All Administrative Fees and charges	No Refund in all cases	N/A
Course withdrawn by Shafston International College before Commencement. (Provider Default).	Full refund (Tuition and Non-tuition fees) will be paid. A complete refund application form is required from the student. <b>admissions@shafston.edu</b> will send the refund application form via email to the student.	28 days after Shafston has approve the refund application and confirms to the student or entity in writing.
Shafston International College is unable to deliver the course in full (e.g. after the course Commencement but before it is completed) (Provider Default).	Undelivered Units or weeks of study in a course, including the Learning Material Fee will be refunded. A complete refund application form is required from the student. <b>admissions@shafston.edu</b> will send it via email to the student.	28 days after Shafston has approve the refund application and confirms to the student or entity in writing.
<b>Term 14.:</b> Notification of cancellation received at least 28 days prior to the original course or Packaged Enrolment Commencement Date (Student Default).	Notification of cancellation received by <b>admissions@shafston.edu</b> via email at least 28 days prior to the original course or packaged program Commencement Date. <b>For Single enrolments</b> Full tuition fee paid will be refunded, less any Non-refundable fees and charges with no Cancellation Fee. In addition, a Cancellation Fee of \$500 will be applied. <b>For Package enrolments</b> Full refund of the tuition fee paid for the first and second enrolments, less any Non-refundable fees and charges for both enrolments with no Cancellation Fee. In addition, a Cancellation Fee of \$500 will be applied.	28 days after Shafston has approve the refund application and confirms to the student or entity in writing.
<b>Term 15.:</b> Notification of cancellation received less than 28 days prior to the original course or Packaged program Commencement Date (Student Default).	Notification of cancellation received by <b>admissions@shafston.edu</b> via email less than 28 days prior to the original course or packaged program Commencement Date works as follows: <b>VET</b> <b>For Single Enrolments</b> <b>For Full Payment of Tuition Fee:</b> 50% of Tuition Fees paid, less any Non-refundable Fees and Charges. In addition, there is also an Administration Fee is also payable. In addition, a Cancellation Fee of \$500 will be applied. <b>For Partial Payment of Tuition Fee:</b> 50% of partially paid Tuition Fees, less any Non-refundable Fees and Charges. In addition, there is also a Cancellation Fee of \$500 is payable. In addition, a Cancellation Fee of \$500 will be applied. <b>For Package Enrolments</b> A 50% of the Tuition Fee will be refunded for the first course only, less any Non-refundable Fees and Charges. In addition, a Cancellation Fee of \$500 will be applied. A full refund of the Tuition Fees paid less any Non-refundable Fees and Charges for the second and/or additional courses. <b>ELICOS</b> Regardless of the number of courses, the following applies: <b>For Full Payment of Tuition Fee:</b> 50% of Tuition Fees paid, less any Non-refundable Fees and Charges. In addition, a Cancellation Fee of \$500 will be applied. <b>For Partial Payment of Tuition Fee:</b> 50% of partially paid Tuition Fees, less any Non-refundable Fees and Charges. In addition, a Cancellation Fee of \$500 will be applied.	28 days after Shafston has approve the refund application and confirms to the student or entity in writing.
<b>Term 17.:</b> Notification of cancellation received after Course Commencement Date (Student Default).	There will be no refund of any moneys paid after course commencement (this includes the commencement of an ELICOS program with two or more English Courses) unless the Director deems that compassionate and compelling circumstances apply.	N/A
<b>Term 19.:</b> Shafston International College terminates the student's enrolment because of a failure to comply with college policies, misbehaviour or unsatisfactory course progress. (Student Default).	No Refund	N/A
<b>Term 21.:</b> Visa Refusal (Prior course Commencement Date) (evidence required). (Student Default).	For student visa application refusals prior to the course or packaged program Commencement Date, a student must submit an official Shafston refund form and provide a copy of the visa refusal letter to <b>admissions@shafston.edu</b> . The full refund of tuition fees less any non-refundable fees and a Visa Rejection Administration Fee of \$500 or 5% of Tuition Fee will be applied, whichever is lower, as required by the Education Services for Overseas Students (Calculation of Refund) Specification 2014 (Cth). Refunds will be paid to the person or entity that paid the fees.	28 days after Shafston has approve the refund application and confirms to the student or entity in writing.
<b>Term 22.:</b> Visa Refusal (After course Commencement Date) (evidence required). (Student Default).	For student visa application refusals after the original course or packaged Enrolment Commencement Date, a student must submit an official Shafston refund form and provide a copy of the visa refusal letter to <b>students@shafston.edu</b> . <b>VET</b> <b>For single enrolments into VET Courses</b> No refund of any money paid unless the Director deems that compassionate and compelling circumstances apply <b>For Package enrolments into a VET Course</b> No refund of any money paid for the first course. And a full refund of the deposit paid less any non-refundable fees and charges for the second course which has not commenced will apply. <b>ELICOS</b> Full refund of Tuition Fees and Learning Material Fees for the weeks that have not yet been studied, less Administrative Fees (if applicable). In addition, a Visa Rejection Administration Fee of \$500 or 5% of Tuition Fee will be applied.	28 days after Shafston has approve the refund application and confirms to the student or entity in writing.
<b>Term 23.:</b> At the discretion of Shafston International College's Director or approved representative, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil, or natural events. (Evidence required) (Student Default).	Full Refund of tuition of fees, less any non-refundable fees a complete refund application form is required from the student. <b>admissions@shafston.edu</b> will send it via email to the student.	28 days after Shafston has approve the refund application and confirms to the student or entity in writing.
<b>Term 25.:</b> Students who cannot commence the course because of chronic illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child) supported by verified documentary evidence will receive a full refund of unspent tuition fees, less any non-refundable fees <b>Note:</b> Information on the subject of chronic illness can be found <a href="https://www.aihw.gov.au/reports-data/health-conditions-disability-deaths/chronic-disease/overview">https://www.aihw.gov.au/reports-data/health-conditions-disability-deaths/chronic-disease/overview</a> .	Full Refund of unspent tuition of fees, less any non-refundable fees, a complete refund application form is required from the student. <b>admissions@shafston.edu</b> will send it via email to the student.	28 days after Shafston has approve the refund application and confirms to the student or entity in writing.
<b>Term 27.:</b> Refunds will be paid to the person or entity that paid the fees to Shafston.	Refunds will be paid to the person or entity that paid the fees to Shafston, less any bank fees, within 28 days from the date of Shafston confirms that the application for a refund has been approved and communicated to the student or entity in writing.	28 days after Shafston has approve the refund application and confirms to the student or entity in writing.