

International Student Fees and Charges Policy

Shafston College International Student Fees and Charges Policy (all courses).



SHAFSTON
www.shafston.edu

Purpose

- A. This Policy applies to Shafston College Students, staff, subcontractors, and employers.
- B. The purpose of this Policy is to support the student fee, payments and refunds policy by detailing Shafston College management of Tuition Fees and refunds pursuant to the following legislation:
 - a. National Vocational Education and Training Regulator Act 2011;
 - b. Education Services for Overseas Students Act 2000;
 - c. National Code of Practice for Providers of Education and Training to Overseas Students 2018;
 - d. Education Services for Overseas Students Regulations 2019;
 - e. Education Services for Overseas Students (Calculation of Refund) Specification 2014; and
 - f. General consumer laws.

1. Definitions

- 1.1. **Accommodation Placement Fee** means the fees for student apartment placement.
- 1.2. **Additional Fees** means Additional Fees contained in the application form.
- 1.3. **Application Fee** means a charge levied on the Student to cover the administrative costs of enrolling the Student.
- 1.4. **AQF** means Australian Qualifications Framework.
- 1.5. **Bupa** means Bupa Health Insurance.
- 1.6. **ELICOS** means a program of study that includes one (1) or more English courses.
- 1.7. **ESOS Act** means Education Services for Overseas Students Act 2000.
- 1.8. **Learning Material Fee/s** means all fees relating to course materials, including any uniforms or online learning recourses.
- 1.9. **Letter of Offer** means a letter provided by Shafston College to the Student setting out the offer to participate in Shafston College.
- 1.10. **National Code** means National Code of Practice for Providers of Education and Training to Overseas Students 2018.
- 1.11. **Original Course Commencement Date** means the commencement date of the course as described in the Letter of Offer.
- 1.12. **OSHC** means overseas student health cover.
- 1.13. **Packaged Enrolment** means combining two or more courses of study 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.
- 1.14. **Partial Payment of Tuition Fee/s** means Tuition Fees applicable to payment plan arrangements.
- 1.15. **Pre-Paid Tuition Fee** mean course fees paid by the student in advance of commencing their studies.
- 1.16. **Responsible Parties** means employees or contractors of Shafston College in marketing, Admissions, Administration and Finance Teams, Academic Manager and Quality Assurance Coordinator.
- 1.17. **Shafston College** means Shafston International Pty Ltd.
- 1.18. **Shafston College Default** means where Shafston College 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.

- 1.19. **Shafston College Website** means Shafston.edu.
- 1.20. **Standards** means the Standards for Registered Training Organisations (RTOs) 2015 of the VET Quality Framework which can be accessed from www.asqa.gov.au.
- 1.21. **Student** means a student of Shafston College.
- 1.22. **Student Agreement** means the final signed Letter of Offer/ Written Agreement between Shafston College and the Student in the format outlined under Standard 3 of the National Code Practice for Providers of Education and Training to Overseas Students 2018.
- 1.23. **Student Default** means where:
 - (a) an overseas student does not start a course or withdraws from a course as defined in Section 27(2) of the ESOS Act;
 - (b) the Student does not start the course on the commencement day;
 - (c) the Student withdraws from the course at the location (either before or after the agreed starting day due to visa refusal);
 - (d) the Student fails to pay an amount they were liable to pay Shafston College;
 - (e) the Student breached a condition of their student visa;
 - (f) there is misbehaviour by the student.
 - (g) A Student does not default for failing to start a course on the agreed starting day if the Student does not start that course because of Shafston College Default.
 - (h) If a Student default occurs Shafston College and Student must follow the refund requirements in the Written Agreement that apply to Student Default situations.
- 1.24. **Homestay Placement Fee** means the fees for homestay placement.
- 1.25. **Tuition Fees** are fees that are directly related to provision of a course.
- 1.26. **VET** means Vocational Education and Training.
- 1.27. **Written Agreement** means any terms and conditions provided to Students, including the ELICOS and VET Terms and Conditions.

2. Legislative and regulatory compliance

- 2.1. Shafston College confirms this Policy is in accordance with the ESOS Act and National Code.

3. Duties of Responsible Parties

- 3.1. The Responsible Parties are obligated to:
 - (a) provide transparency and governance;
 - (b) manage fees and charges;
 - (c) ensure Student's rights and responsibilities are explained to Students; and
 - (d) maintain Student affairs pursuant to the rights of the Student.

4. Payment of Fees

- 4.1. Fees and charges are subject to change without written notice prior to the Student's enrolment.
- 4.2. All fees must be paid by the invoice date as per the agreed payment plan.
- 4.3. Students who have requested and agreed to a payment plan



must make payments as per instalment due dates on the payment plan.

4.4. In the event the Student fails to make payment by the due date:

- (a) a late fee of \$100.00 will apply subject to the terms and conditions of the payment plan;
- (b) Students will be unable to attend class, sit exams or receive results/ certificates;
- (c) Student visa holders will be reported to the Department of Home Affairs (immigration) for non-payment of fees.

5. Tuition Fees

5.1. All Tuition Fees include:

- (a) training and assessments in courses which Students are required to partake in to complete (within the attempts allowed) the qualification or course.
- (b) one set of documents including the testamur (certificate) and record of results or a Statement of Attainment in the case the Student has withdrawn from the course or has partially completed it.

6. Additional Fees

6.1. Fees which are not included in Tuition Fees include:

- (a) learning materials which may apply depending on the chosen qualification details or duration of the ELICOS (this will be included in the course information, Letter of Offer and Student Agreement);
- (b) fees for deferral of study, late payment of Tuition Fees or other circumstances in which extra fees may apply;
- (c) fees for re-sitting/repeating a course or assessment where a Student fails to achieve a satisfactory outcome after two (2) attempts at an assessment task;
- (d) printing costs associated with providing additional copies of AQF certification documents which attract a fee of \$50 per document;
- (e) photocopying or printing of course or other materials;
- (f) living costs;
- (g) OSHC;
- (h) airport pick up/drop off fees;
- (i) cancellation fee for payment plan;
- (j) Homestay Placement Fee;
- (k) Accommodation Placement Fee;
- (l) applicable Additional Fees;
- (m) optional textbooks and materials;
- (n) replacement of borrowed textbooks or reference books;
- (o) re-assessment;
- (p) direct debit set up, transaction and dishonour fees (where applicable);
- (q) credit card payment surcharges.

7. Fee protection

- 7.1. As per Section 29 of the Education Services for Overseas Students Act 2000, Shafston College will ensure that, at all times, there is a sufficient amount (the 'Protected Amount') standing to the credit of the account to repay all tuition fees to every overseas Student or intending overseas Student.

- 7.2. All Pre-Paid Tuition Fees will be held in a trust account prior to the Student commencing the course or courses. Upon commencement of course/s the monies received are transferred into the operational account.

- 7.3. Pre-paid Tuition Fees are held separately from day-to-day operating expense accounts. This is done so that if a refund is required at least 28 days prior to the Original Course Commencement Date, the refund can be made efficiently in full.

- 7.4. If the course is 24 weeks or more away, Students are not required to pay more than 50% of their course fees prior to course commencement.

- 7.5. If the course is 23 weeks or less away, the College may require Students to pay the full cost of the course prior to course commencement.

- 7.6. If Shafston College is unable to deliver a course to the Student which the Student has paid for and the Student does not meet the criteria for an alternative course or a refund, the Tuition Protection Service (TPS) provided by the Australian Government will assist the Student in finding an alternative course or to get a refund if a suitable alternative is not available.

8. Fees and transfer of fees information

8.1. Transfer of fees

- (a) Any fee for courses held in credit can be transferred from one course to another at the request of the Student. Course fees that are 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.
- (b) Each course amendment attracts a fee of \$100.00 and other applicable Additional Fees.

8.2. Deferrals

- (a) If course fees remain unpaid at the time of the Student's request for a deferral, the Student must pay a \$1,000.00 holding fee.
- (b) 'Unpaid' in this clause 8.2 means where the Student did not make a full course fee payment or has an existing payment plan agreement that demonstrates outstanding fees.
- (c) The holding fee payable by the Student is non-refundable and can be allocated against the course fee when the Student returns.

8.3. ELICOS and VET Programs

- (a) Students who are not eligible for a refund may apply for a refund if the Student can provide independently documented evidence of exceptional circumstances and extreme personal hardship such as a medical certificate.
- (b) 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 of Shafston College.
- (c) Each case will be assessed on its merits. Any refund that is determined will be on a pro-rata basis, less the \$500.00 Cancellation Fee.

9. Non-refundable fees

- 9.1. Learning Material Fees are non-refundable under all



- circumstances after the Student commences the course.
- 9.2. Application Fee
- (a) If the Application Fee was waived or discounted as a promotion, \$260.00 will be charged for Administration costs on cancellation. This will be deducted from the Pre-Paid Fees.
- 9.3. Homestay Placement Fees and Accommodation Placement Fees are non-refundable once the booking confirmation letter is issued. Refunds are subject to the Homestay/Placement refund policy. Please refer to the respective Homestay/Placement provider for their refund guidelines.
- 9.4. Airport Pick Up Fees
- (a) 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.
- 9.5. OSHC (Bupa)
- (a) Shafston College will not refund OSHC if the health cover certificate has already been issued.
- (b) Students may have to apply directly to Bupa for a refund, if applicable.
- 9.6. Additional Fees
- (a) Please refer to the Application Form for a full list of international fee schedule.
- 9.7. Payment Plan Fees
- (a) If the Payment Plan Fee was waived or discounted as a promotion, \$100.00 will be charged for administration costs on cancellation. This will be deducted from the Pre-Paid Fees.

| Items/ Reasons | Refund amount | Time to pay refund comments |
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| Additional Fees and Charges | No refund | N/A |
| Course withdrawn by Shafston College before commencement (Shafston College Default) | Full refund (including Tuition Fees and non-tuition fees). Refund application form required. admissions@shafston.edu will send the refund application form via email to the Student. | 28 days after Shafston College has approved the refund application in writing to the Student. |
| Shafston College is unable to deliver the course in full (e.g. after the course commencement but before it is completed) (Shafston College Default) | Undelivered units or weeks of study in a course, including Learning Material Fees will be refunded. admissions@shafston.edu will send the refund application form via email to the Student. | 28 days after Shafston College has approved the refund application in writing to the Student. |
| Term 14: Notification of cancellation received by admissions@shafston.edu at least 28 days prior to the original Course Commencement Date or Packaged Enrolment commencement date (Student Default) | <p>For single enrolments</p> <p>Full Tuition Fee paid will be refunded less any non-refundable fees and charges with no cancellation fee.</p> <p>For Packaged Enrolments</p> <p>Full refund of Tuition Fee paid for the first and second enrolments less any non-refundable fees and charges for both enrolments with no cancellation fee.</p> | 28 days after Shafston College has approved the refund application in writing to the Student. |
| Term 15: Notification of cancellation to admissions@shafston.edu less than 28 days prior to the Original Course Commencement Date or Packaged Enrolment commencement date (Student Default) | <p>VET</p> <p>For single enrolments for full payment of Tuition Fee</p> <p>50% refund of Tuition Fees paid less any non-refundable fees and charges.</p> <p>Additional Fees payable by the Student.</p> <p>For single enrolments for Partial Payment of Tuition Fee</p> <p>50% refund of partially paid Tuition Fees less any non-refundable fees and charges.</p> <p>Cancellation fee of \$500.00 payable by the Student.</p> <p>For Packaged Enrolments</p> | 28 days after Shafston College has approved the refund application in writing to the Student. |



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| | <p>50% refund of Tuition Fee for the first course only less any non-refundable fees and charges. Cancellation fee of \$500.00 payable by the Student.</p> <p>Full refund for Tuition Fees for additional courses less any non-refundable fees and charges.</p> <p>ELICOS</p> <p><i>For full payment of Tuition Fees</i></p> <p>50% refund of Tuition Fees less any non-refundable fees and charges. Additional Fee payable by Student.</p> <p><i>For Partial Payment of Tuition Fees</i></p> <p>50% refund of Partial Payment of Tuition Fees less any non-refundable fees and charges. Cancellation fee of \$500.00 payable by Student.</p> | |
| Term 17: Notification of cancellation received after Original Course Commencement Date (Student Default) | No refund | N/A |
| Term 19: Shafston College terminates the Students enrolment due to the Student's failure to comply with college policies, misbehaviour or unsatisfactory course progress (Student Default) | No refund | N/A |
| Term 21: Visa refusal (prior to Original Course Commencement Date - evidence required) (Student Default) | <p>Full refund of Tuition Fees less any non-refundable fees.</p> <p>Visa Refusal Fee of \$500 or 5% of Tuition Fee is payable by the Student (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.</p> <p>Student must submit an official Shafston refund form and provide a copy of the visa refusal letter to admissions@shafston.edu.</p> | 28 days after Shafston College has approved the refund application in writing to the Student. |
| Term 22: Visa refusal (after Original Course Commencement Date – evidence required) (Student Default) | <p>VET</p> <p><i>For single enrolments into VET Course</i></p> <p>No refund unless Director deems that compassionate and compelling circumstances apply.</p> <p><i>For Packaged Enrolments into VET Course</i></p> <p>No refund for the first course payments.</p> <p>Full refund of deposit paid less any non-refundable fees and charges for the second course which has not commenced.</p> <p>ELICOS</p> <p>Full refund of Tuition Fees and Learning Material Fees for the weeks that have not yet been delivered.</p> <p>Additional Fees payable by Student.</p> <p>VET and ELICOS</p> <p>Student must submit an official Shafston refund form and provide a copy of the visa refusal letter to admissions@shafston.edu.</p> | 28 days after Shafston College has approved the refund application in writing to the Student. |
| Term 23: At the discretion of | Full refund of Tuition Fees less any non-refundable fees | 28 days after Shafston |



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| <p>Shafston College’s Director or approved representative, special or extenuating circumstances have prevented the student from commencing their studies including political, civil, or natural events (evidence required) (Student Default)</p> | <p>Student must submit a refund application form to admissions@shafston.edu.</p> | <p>College has approved the refund application in writing to the Student.</p> |
| <p>Term 25: Students who cannot commence the course because of chronic illness, disability or where there is death of a close family member of the student (e.g. parent, sibling, spouse or child) supported by verified documentary evidence (Student Default)</p> | <p>Full refund of unspent Tuition Fees less any non-refundable fees. Student must submit a refund application form to admissions@shafston.edu.</p> | <p>28 days after Shafston College has approved the refund application in writing to the Student.</p> |

Refunds will be made to the person or entity that paid the fees to Shafston College less bank fees.

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.

