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# Fees & Charges Policy and Procedure

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HIC Policy Number  
ADM022

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CRICOS Number 02790D  
Provider Number 21838

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# Hays International College

CRICOS Number 02790D

Provider 21838



## 1. Purpose of policy

Hays International College Student Fees & Charges Policy & Procedure is developed to ensure compliance in line with Standards 5.3, 7.3 for Registered Training Organisations 2015 and ESOS National Code Standard 3. This standard ensures the obligations and rights of both Hays International College and the student are clearly set out, including the course money payable and services that Hays International College is obliged to provide to students.

## 2. Responsibility

The PEO is responsible for the implementation of this Policy and procedure and to ensure that all staff are aware of its application and implementation requirements.

## 3. Key Features

Where Hays International College collects fees from a student, either directly or through its Education Agent, Hays International College will provide or direct the student to information prior to enrolment specifying:

- all relevant fee information including fees that must be paid to Hays International College, clearly describing all costs involved with the course; how and when fees must be paid; how to request a refund; conditions under which a refund would be provided; payment terms and conditions including deposits and refunds
- student's rights as a consumer under Australian Consumer Law (ACL), including a two week cooling-off period
- student's right to obtain a refund for services not provided by Hays International College in the event the:
  - arrangement is terminated early, or
  - Hays International College fails to provide the agreed services.
- Hays International College will also notify students when there is a change in ownership of Hays International College
- Hays International College holds a current membership of a Tuition Assurance Scheme. Where Hays International College requires a prospective or current student, either directly to Hays International College or through an Education Agent, to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), Hays International College will meet the requirements set out in the Requirements for Fee Protection in Schedule 6 of the Standards for Registered Training Organisations 2015. Hays International College will take action to protect the prepaid fees by utilising its Tuition Assurance Scheme as its protection measures for these students. The requirements for protection of prepaid fees will apply no matter how the fees are collected. Any fees collected by a third party on behalf of Hays International College (including its Education agent) they will be subject to the same conditions. These requirements will apply to fees prepaid by students, regardless of when Hays International College actually receives the payment.
- Regardless of the method/s used for protection of learner prepaid fees, Hays International College will retain evidence of how learners have been advised of:
  - all payment terms
  - the circumstances under which refunds may be issued

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Hays International College will provide the following information about all fees and charges to the student prior to and after enrolment through the following documents:

- International Student Enrolment Application form
- Prospectus
- Hays International College's Website
- Letter of offer
- Student Enrolment Agreement and Payment schedule
- Student Handbook

The provision of this information will occur regardless of the manner in which the student has been engaged, and whether the student was initially engaged by Hays International College or by its Education Agent.

**Note:** Hays International College will not issue a Testamur/Record of Results, or Statement of Attainment for a qualification prior to a student paying any outstanding course fees.

## 4. FEES

- International students must pay all course fees and charges, including administration fee and have a valid Overseas Student Health Cover (OSHC) in order to secure their enrolment with Hays International College; as the Department of Home Affairs requires overseas students to maintain an OSHC for the duration of time they are in Australia.
- If a student cannot provide a valid OSHC at the time of enrolling the student may request Hays International College to organize one for the student (and the cost will be recovered from the student) or they can select an approved provider and pay the insurance themselves.
- Exceptions: the following students do not need an OSHC if they are:
  - a Norwegian student covered by the Norwegian National Insurance Scheme
  - a Swedish student covered by the National Board of Student Aid or by Kammarkollegiet
  - a Belgian student covered under the Reciprocal Health Care Agreement with Australia.
- Students will pay all fees and charges agreed to at the time of enrolment, as outlined in the Student Enrolment Agreement and Payment schedule, until the completion of their course (however any changes to an enrolment for any course will incur administration fees)
- Tuition fees will not be transferred to another education provider
- Administration fee, books and materials, uniform & knife kit (where applicable), OSHC, accommodation placement and airport pickup fees are non refundable
- An initial deposit is payable upon enrolment as specified in the Student Enrolment Agreement and Payment schedule
- Balance of fees is to be paid as per the Payment schedule outlined in the Student Enrolment Agreement

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- Invoices for subsequent terms are issued in the middle of the study term in progress.
- Fees for the subsequent terms to be paid one week before the start of the study term.
- One reminder letter will be sent to students who have failed to pay their fees on time. Continual non-payment of fees after the reminder will result in the notification of termination of the student's CoE – 'under non-payment of fees'.
- Cancellation of CoE due to non-payment of fees will be actioned after HIC internal appeals process has been completed ( please refer to Complaints and Appeals Policy and Procedure)
- Discount of fees will only be at the discretion of Hays International College PEO.

## 5. ADDITIONAL FEES & CHARGES

Students will be required to pay for additional fees; where applicable, on a student by student basis:

Chef uniform, Knife kit & Safety Shoes	available on request
Late Payment fee	\$50 per week (may apply)
Re-Issue of Student ID Card	\$20 per replacement ID card
Re-Issue of Testamur or Statement of attainment	\$200 Administration fees
Changes to Enrolment	\$100 Administration fees
Recognition of prior learning – Informal and Non-formal	\$300 per unit of competency
Recognition of prior learning – Formal (Credit for previous studies)	No fees

## 6. Definitions

### ***Tuition fees***

Tuition fees are defined in section 7 of the ESOS Act. They are fees received by a provider (from or 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”. Tuition fees are typically compulsory fees for the delivery of the enrolled course and include items such as:

- tutorials and tutoring sessions
- lectures
- additional requisite training including practicum and practice hours
- ancillary costs for fieldwork, excursions or laboratories
- specialist materials that are mandatory and relate to the provision of the course.

### ***Non-tuition fees***

Non-tuition fees cover other items not directly related to tuition, and may be compulsory or discretionary.

**DHA:** means the Department of Home Affairs

**TPS:** means the Tuition Protection Service

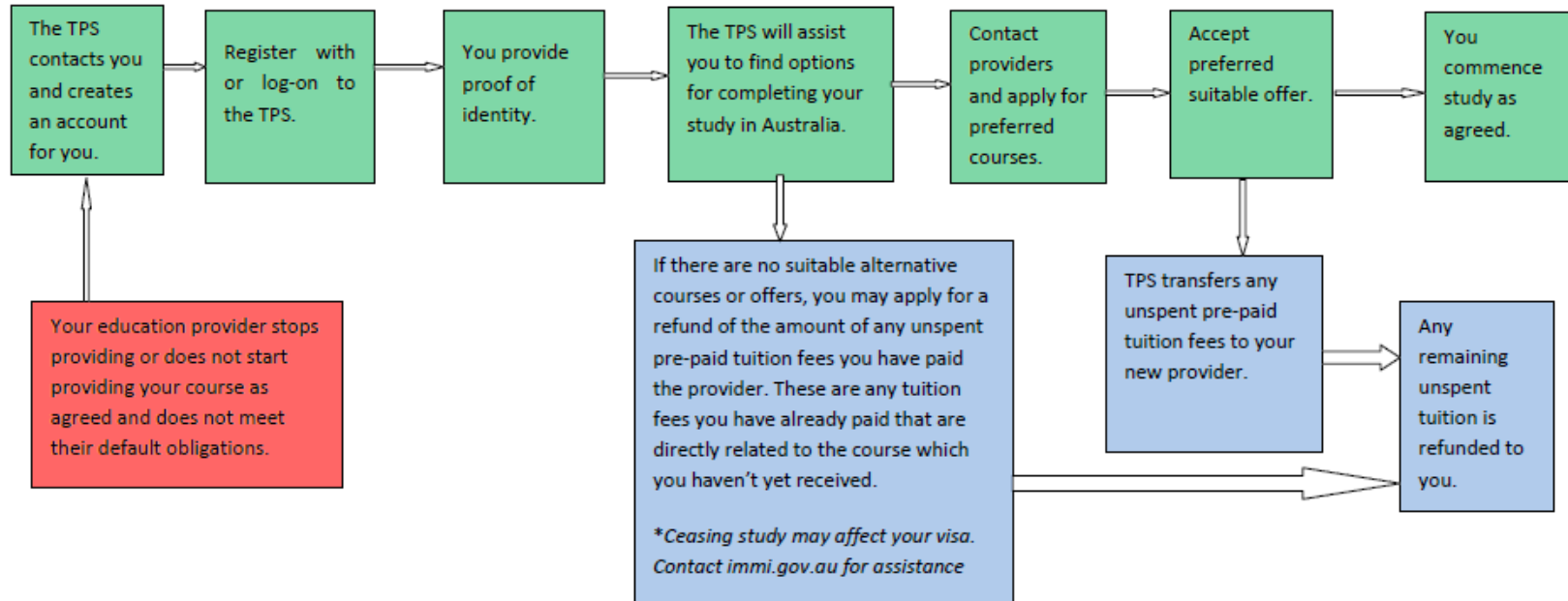
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## The TPS overview – how does it work for international students?



**Note:** The above flow diagram is for guidance purposes only. To the extent that the diagram is inconsistent with the *Education Services for Overseas Students Act (the ESOS Act) 2000* the ESOS Act prevails. Providers should not rely on this diagram alone and must read the requirements in the ESOS Act.

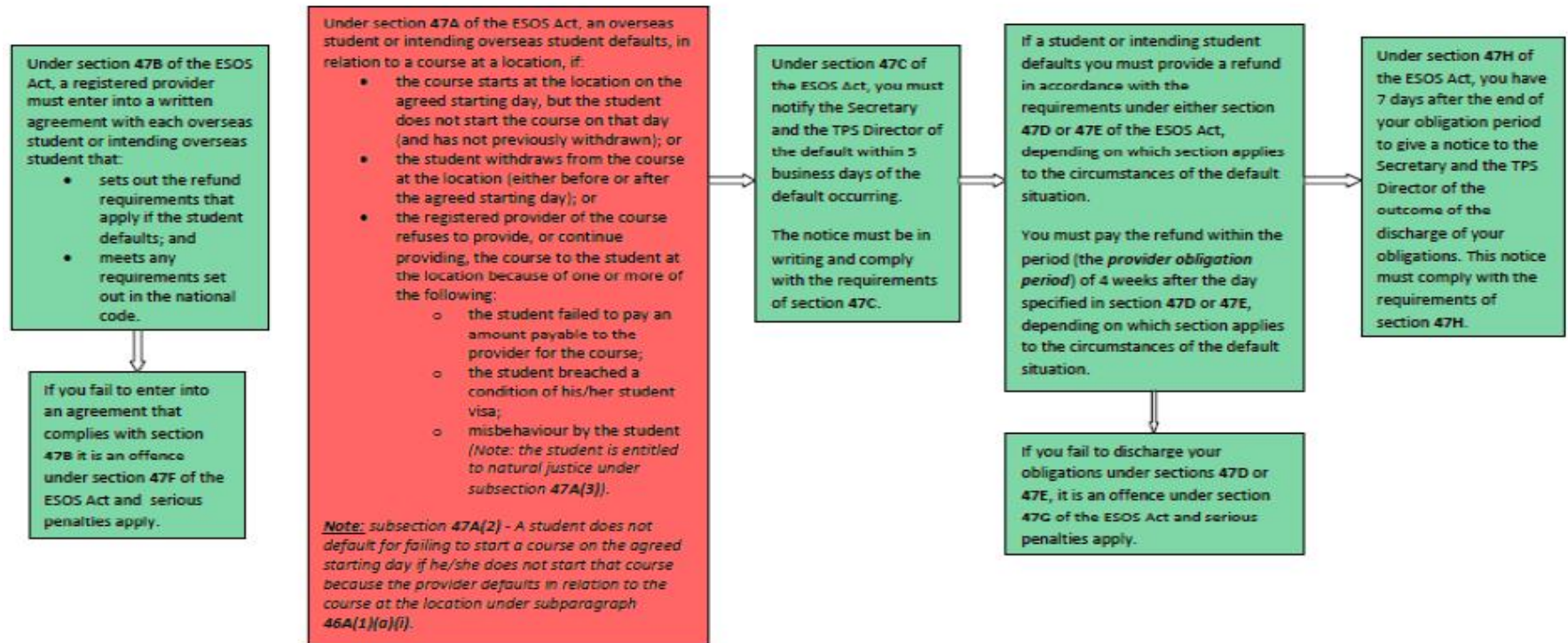
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## Student Default – Part 5, Division 2 Subdivision B of the ESOS Act \*



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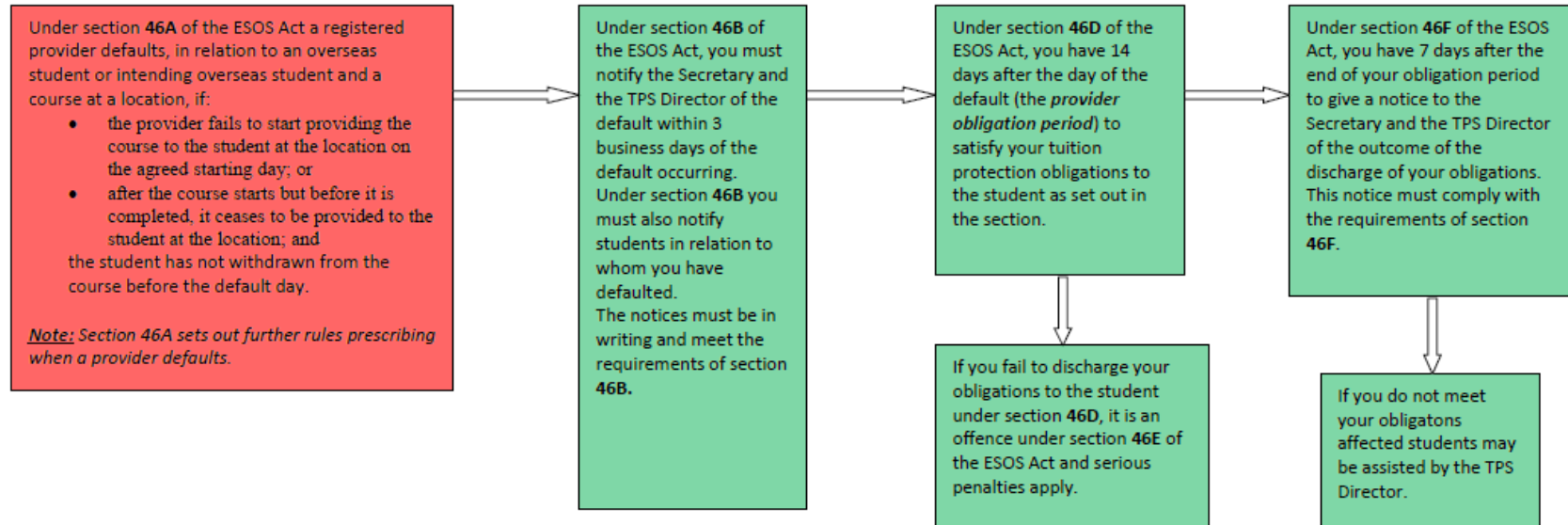
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## Provider Default – Part 5, Division 1, Subdivision A of the ESOS Act



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RELATED DOCUMENTS			
ESOS	National Code Standard 3		
Standards for Registered Training Organisations 2015	Clause 5.3, 7.3		
POLICIES	Refund; Complaints and appeals; Deferment, suspension and cancellation		
Last Updated	Jan 2018	Updated by	JW