



RTO No. 31736 | CRICOS Provider No. 03010G

# International Students Fees Payment and Protection Policy & Procedure

### Version control

Date	Version	Changes made	Author	Approved
10/2018	v1.0	New policy developed	Gay Doyle	Sharon Galloway
10/2021	v1.1	Policy reviewed, standardised with new policy template and title changes	Compliance Dept.	Sharon Galloway
11/2023	V1.2	Updates to non-refundable enrolment fee and refund application fee	Loraine D'Silva	Sharon Galloway

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## 1. Purpose

This policy aims to clearly outline how Queensford College will provide information and manage the payment of student fees, charges, refunds and protection of pre-paid fees paid by overseas students. Queensford College is committed to providing timely and accurate information to inform students about fees and the mechanisms for protection of pre-paid fees by Queensford College in compliance with relevant standards and legislation.

## 2. Scope

This policy applies to:

- Fee-for-service overseas students both offshore and onshore

This policy outlines the requirements and procedures pertaining to the payment of all course tuition and administrative fees.

## 3. Responsibility

**Director of Operations**- accountable for the overall implementation of this policy.

**Associate Director- Strategy and Growth**- is responsible for accurate communication with the education agents, ensure marketing materials, including information on the website provides accurate fee information to students to enable informed choices about the course.

**Finance Manager**- responsible for implementing and monitoring the fee payment, protection of fees in accordance with the policy and relevant consumer legislation

**RTO and Compliance Manager** – is responsible to ensure this policy meets the requirements of the ESOS Act, the National Code 2018 and SRTOs 2015.

## 4. Compliance Mapping

Clause/standard	Requirement
SRTOs 2015 Clause 5.3 Clause 7.2 of the Standards for Registered Training Organisations 2015	Each learner is properly informed and protected The RTO has effective governance and administration arrangements in place
Section 29 (3) of the <u>Education Services for Overseas Students (ESOS) Act 2000</u> Standard 2, Element 2.1.7, Standard 3 of the ESOS National Code 2018	Obligations in relation to account money Tuition Fees Formalization of enrolment and written agreements
Section 9 of the Corporations Act 2001 and Paragraph 51(xiii) of the <u>Commonwealth of Australia Constitution Act</u>	Authorised Deposit taking Institutions (ADI) or State Bank

## 5. Definition

Administration Fee	A non-refundable fee that is charged for providing services to students
Agreed Start Date/Course Commencement	The day on which the course was scheduled to start as per the student's Confirmation of Enrolment (COE), or a later date agreed between the college and the student for the start of the course.
Course Fees	The sum of the tuition fees and non-tuition fees (if any) received from the student.
Enrolment Fee	refers to the costs associated with processing the application.
Full fee paying student	A student enrolled in a course of study for which the College does not receive any Government funding in relation to the student's enrolment in that course of study
Institute Default	<p>Institute default occurs when:</p> <p>(i) either of the following occurs:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> the course does not commence on the agreed start date;</li> <li><input type="checkbox"/> the course ceases to be provided at any time after it starts but before it is completed; and</li> </ul> <p>(ii) the student has not withdrawn before the default day.</p> <p>If the course is not provided in full to the student because a sanction has been imposed on the provider.</p>
Late Fee	An additional fee charged to students who fail to meet a payment deadline by the due date.
Letter of Offer and student agreement	Letter of Offer is the letter sent by Queensford College to the prospective student in response to a student's Application for Enrolment. Student Agreement is a contract that requires the prospective student to accept all the rules, student responsibilities, terms, conditions and policies of the college.
Materials Fee	refers to the associated materials (including copies, texts, equipment etc.) of each course
OSHC	is the acronym for Overseas Health Cover, which is medical health cover that international students must have while they are studying in Australia
Pre-paid tuition fees	the tuition fee received for a student by the College before the agreed starting day of the first study period.
Payment schedule	is the itemisation of payable Course Tuition Fees for particular study period due on or before the prescribed dates
Protected amount	Course fee received from the overseas students in advance before the commencement of the course.
Relevant student	Overseas students who have paid course fee but have not yet commenced their course
Tuition Fee	They are fees received by a provider (from or on behalf of an

	<p>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”.</p> <p>Tuition fees are typically compulsory fees for the delivery of the enrolled course and include items such as:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> tutorials and tutoring sessions</li> <li><input type="checkbox"/> Lectures</li> <li><input type="checkbox"/> additional requisite training including practicums and practice hours</li> <li><input type="checkbox"/> ancillary costs for fieldwork, excursions or laboratories</li> <li><input type="checkbox"/> specialist materials that are mandatory and relate to the provision of the course</li> </ul>
TPS	Tuition Protection Scheme- is a statutory obligation to report to the TPS Director and the Secretary about provider and student defaults.
Student Default	<p>A student default occurs when Queensford College refuses to provide, or continue providing, the course to the student because of one or more of the following events:</p> <ul style="list-style-type: none"> <li>(i) the course starts on the agreed start date, but the student does not attend the classes on that day (and has not previously withdrawn);</li> <li>(ii) the student withdraws from the course (either before or after the agreed start date);</li> <li>(iii) the student fails to pay an amount he or she is liable to pay to the college, directly or indirectly, in order to undertake the course; or</li> <li>(iv) student’s misbehaviour</li> </ul>
Unit repeat fee	If a student has been assessed at Not Yet Competent (NYC) in any Unit of Competency during a term, He/she will be given one opportunity to complete the re-assessment during regular classes within the specific term and based on the student’s final assessment

## 6. Policy

### 6.1 Fees payment policy

- Queensford College implements Fees Payment Policy in accordance with SRTOs 2015, the ESOS Act and the National Code 2018.
- Queensford college will implement various fees (mostly non-refundable) to facilitate its operational activities. These fees will be reviewed and changed as and when needed. All the recent fees will be available on the website.
- Prospective international students must pay an Enrolment Fee, OSHC (Overseas Student Health Cover), Course tuition fee and materials fee as outlined in the letter of offer in order to secure their enrolment at the College.

- Queensford college will not accept any fees from the students until the Offer of Acceptance and Student Agreement is acknowledged and signed. The Student Agreement will clearly specify the study period/unit of study for which the fee has been charged.
- Queensford College maintains TPS accounts with an Australian ADI (pursuant to Section 9 of the Corporations Act 2001). Hence, Queensford College may collect prepaid fees in excess of one-thousand five-hundred dollars (\$1500).
- Under ESOS Act, Queensford College does not require students to pay more than 50 percent of their tuition fee before the start of the course. However, students, or the person responsible for paying the tuition fees, may choose to pay more than 50 percent of their tuition fees before they start their course. An option to this effect has been included in the [Enrolment Form](#) and Letter of Offer/Student Agreement.
- Queensford College may approve an extension of time to pay tuition fees only under exceptional or compelling circumstances.
- Queensford College may provide a flexible fee payment option to enable student to pay their liabilities in a timely and convenient manner.
- Fees paid by the students during enrolment is reflected on PRISMS as they are accepted and placed in a protected account.
- In case of payment defaults, Queensford College may take appropriate action for debt recovery if the student fails to respond to payment reminders and contact from staff regarding the payment default. Further, according to the Deferment, Temporary Suspension and Cancellation Policy, Queensford College may issue the student with a Notice of Intention to Report letter. . If a student is dissatisfied with this decision, they have twenty (20) working days to appeal, in accordance with the College's Complaints and Appeals Policy.

## 6.2 Fees protection policy

- Queensford College shall maintain a separate bank account where it will hold course fee payments (**protected amount**) from overseas students who have not yet commenced their course (**relevant students**).
- The bank account will be maintained at an authorised deposit-taking institution (ADI) or a state bank. ADI and state banks are defined under Section 9 of the [Corporations Act 2001](#) and/or Paragraph 51(xiii) of the [Commonwealth of Australia Constitution Act](#).
- The protected amount will be not available for the payment of a debt to any creditor of the provider (other than the overseas students who have pre-paid tuition fees).
- The protected amount must not liable to be attached or taken in execution of a court order for payment to a creditor (other than the overseas students who have pre-paid tuition fees).

- The protected amount can be withdrawn in only below situation:
  - refund a relevant student when a provider defaults,
  - refund a relevant student when that relevant student defaults, as per a written agreement,
  - refund a relevant student, as per a written agreement, but where the agreement was not signed,
  - refund a relevant student who has had their visa refused,
  - pay for an alternative course when a provider defaults and they have made arrangements for a relevant student to study at a different institution,
  - to pay a [Tuition Protection Scheme \(TPS\) Director](#) where that Director has refunded a relevant student.
  
- Once a student commences their course, they are no longer defined as a relevant student. At this point, the held protected amount may be reduced by the amount the student has paid in tuition fees, as these no longer represent a part of the protected amount.
  
- Queensford College maintains these TPS accounts in accordance with Tuition Protection Scheme (TPS) so that students are not disadvantaged in case of defaults.

### 6.3 Fees and Charges (Non-Refundable)

**Table-1: Admin and Services Charges**

Description	Form type/Contact office	Amount \$AUD
Enrolment Fee <b>(Non-refundable)</b>	Enrolment Application form/Online	\$350
Interim transcript	<a href="#">Online request form</a>	1 <sup>st</sup> copy free, thereafter \$50
Student ID card	Reception	1 <sup>st</sup> copy free, thereafter \$20
Change of commencement date/deferral of the course	Enrolment Variation form	\$250 or; Free to the applicants due to delayed visa processing, and caused by serious medical illness
Change of course	Enrolment Variation form	\$250
RPL application and information collection	RPL/Credit transfer application form	\$250 administration fee



Credit transfer	RPL/Credit transfer application form	\$250 administration fee
Early Termination request	Enrolment Variation form	No additional fees
Qualification and final transcript	<a href="#">Online request form</a>	1 <sup>st</sup> copy free, Thereafter: \$50
Statement of attainment	<a href="#">Online request form</a>	1 <sup>st</sup> Copy free. Thereafter: \$50
Express service for certificates	Reception	\$20 for the next day, \$50 same day Extra \$20 for the express post
Refund Attraction Fee	Tuition fee refund application	\$250
Late Assessment Fee (Theory) (Late assessment will be treated as the second attempt. Students are allowed up to 3 attempts)	Reception	\$250 per unit
Re-sit Practical Assessment due to missed Practical Assessment	Student Services Team	\$250 per day required
Re-sit Practical Assessment due to missed Practical Assessment for specific courses (Kitchen Management, Nursing and Aged Care)	Student Services Team	\$600
Re-sit Assessment due to	Student Services Team	\$600 for specific courses (Kitchen Management, Nursing and Aged Care)

academic misconduct		\$250 for all other courses
Appeal of assessment / re-assessment	Complaints and Appeals Form/ Reception	No charges
Printing and photocopy	Reception	Free
Leave request	Enrolment Variation form	No fee
Late payment of fees	Accounts Department	\$50 per week
Replacement of textbook and/or learning materials	Written application	As applicable
Accommodation Placement Fee	Admissions Team	\$250
Airport Pickup fee	Admissions Team	\$250

## 7. Payment procedure

- 7.1 Students are provided accurate information regarding fees and charges, fee protection and refunds through a range of different mechanisms including marketing materials, Letter of Offer and Agreement, Student Prospectus, Student Handbook, website information including relevant policies/procedures. Queensford College reviews fee information in a systematic and periodic manner to ensure students the accuracy, currency and compliance of information in relation to fees and charges.
- 7.2 Upon accepting the Letter of Offer and signing the Student Agreement, the student will receive an invoice from Queensford College to pay an initial deposit to the designated bank account as stated in the letter.
- 7.3 The amount received before the commencement of the course (also called as **protected amount** will be deposited directly into the designated bank account (as mentioned in clause 6.2.2 of this policy) within **five (5)** business days of the College receiving payment of tuition fees, a requirement under 29 (2) of the ESOS Act.
- 7.4 Students will be automatically enrolled in all study periods/units until completion of the course and will be expected to pay the tuition fees due, on time and in accordance with the fee payment plan mentioned in the Student Agreement.

- 7.5 If the student tuition fee is outstanding after the due date as mentioned in the invoice, there will be system generated reminders sent to the student at the following points:
- Due in 7 days
  - Due in 2 days
  - 15 days overdue
  - 30 days overdue
  - 60 days overdue
- 7.6 If a student fails to make the payment of the outstanding fees even after receipt of all the reminders, a Warning Letter – Non-payment of Tuition Fees will be issued to the student. The student will be given seven (7) working days from the date of the letter to pay their outstanding fees. If the student continues to ignore the request for payment, then Queensford College will issue a Notice of Intention to Report – Non-payment of Tuition Fees letter to the student. The letter will state that the student has the right to appeal this decision within 20 working days if they believe there are reasons why they should not be reported to the Department of Home Affairs. Once the student is issued with a Notice of Intention to Report Letter, they will not have access to:
- (a) Queensford College’s library services, learning management system, classroom, computer system including internet and other resources and services
  - (b) enrolment records, results and academic certificates; and
  - (c) attend any classes which may result in students having to repeat missed work and units.

### 7.7 Payment methods

Payments can be made to Queensford via three (3) options:

#### **Payment Option 1– Bank Transfer**

Domestic Bank Transfers (within Australia). Direct deposit or Electronic Bank Transfer. Transfer fees directly into Queensford College Institute Australia’s bank account notifying Queensford College of student ID number and name on the transaction description to track payment.

**Account Name:** Queensford College

**Branch Number:** 064 183

**Account Number:** 10274291

**Bank Name:** Commonwealth Bank of Australia

**Bank Address:** 66 Eagle St Brisbane, QLD 4000

**Swift Code:** CTBAAU2S

### **Payment Option 2 – Card**

- Credit Card through e-way offers many unique benefits to international students, including:
- enabling a secure transfer from almost any country, and in many cases, in your home currency.
- Offering a range of different payment methods; and
- Providing payment tracking from the minute you make the payment to when we receive your payment.
- Students can come and pay in person through EFTPOS and Credit to Brisbane, Sydney, Adelaide and Hobart Campus.

#### **Fees and charges:**

- International credit card payments – \$35 flat fees apply.
- International bank transfer – please refer to your bank for these details as Queensford does not deal with any third-party fees.

### **Payment Option 3 – Direct Debit through DebitSuccess.**

Initial deposit needs to be paid up-front. Thereafter the student can sign Direct Debit to ensure the payments are made on time and no financial penalties are incurred.

#### **Fees and charges:**

No surcharge is to be paid by student.

If the student does not have enough funds in the bank account provided, there will be a late penalty charge of \$14.95 added to the DebitSuccess.

## **8. Complaints and Appeals**

Queensford college's Complaints and Appeals Policy and Procedure and associated forms are easily available from the College reception and website.

## **9. Associated documents**

- International Student Handbook
- Letter of Offer and Written Agreement
- International Students Refund Policy and Procedure
- Complaints and Appeals Policy and procedure
- Queensford College Website
- Fees payment extension request form
- Complaints and Appeals Policy and Procedure