

## 1. Overview

This policy covers the basis on which **YES College** charges student's fees for various activities from students.

It defines the various types of fees and charges and provides the authority to determine the various types of fees; provisions for refunds (A separate document- Refund Policy); penalties for non- payment; sponsorships, scholarships and payment plans.

## 2. Organisational Scope

This policy applies to all students who are intending to enrol in qualification on **YES College** Scope of Registration.

## 3. Definitions

|  |  |
|--|--|
| <b>Commencement</b>                                      | <i>The published date of commencement of tuition at the CoE of the student and <b>YES College</b>.</i>   |
| <b>Course</b>  | <i>A formal program of education and/or training made up of study components known as units.</i>   |
| <b>Credit transfer and Recognition of Prior Learning</b> | <i>is a process which assesses the knowledge and skills a person/student has gained through previous learning (formal or informal), work experience, training, and volunteering and/or life experience.</i><br><ul style="list-style-type: none"> <li><i>a. A request for CRL may result in the applicant meeting the entry requirements for a <b>YES College</b> course or being granted an exemption for a unit within a <b>YES College</b> course.</i></li> </ul> |
| <b>Defer</b>   | <i>Postponement Prior to Commencement of Studies</i>   |
| <b>Suspend</b>   | <i>Temporary Postponement of enrolment during Studies</i>  |
| <b>DHA</b>   | <i>Department of Home Affairs: The Australian government agency responsible for issuing students with visas</i>  |
| <b>Enrolment</b>   | <i>a student is considered to be enrolled in a course upon signing the Letter of Acceptance/Offer Letter-Agreement, or enrolled in a unit of study and timetable for the current study period.</i>   |
| <b>Enrolment Fees:</b>                                   | <i>An enrolment processing fee charged and payable up-front in the first</i>   |

|   |   |
|---|---|
|   | <i>study period of a course.</i>  |
| <b>Financial Encumbrance</b>                | <i>Student's grades/results will be withheld, the student will be prevented from enrolling in courses for future study periods/Future Course, no academic transcript of the student's academic record will be issued, eligibility for graduation will be refused, and provision of results to other institutions (to which the student has authorised the provision of results) will be refused due to non-payment of fees.</i> |
| <b>Full time study load</b>                 | <i>A study period consisting minimum of 3-4 units of study and minimum of 20 hr. per week for each study period.</i>  |
| <b>International Student</b>                | <i>For the purpose of this policy, an International student is defined as one who is not an Australian or New Zealand citizen or the holder of a permanent residency or humanitarian visa.</i>  |
| <b>Letter of Offer</b>                      | <i>A Formal offer of place at YES College in a nominated course, including cost of course.</i>  |
| <b>Local Student/Domestic Student</b>       | <i>For the purpose of this policy, a domestic student is anyone who is a permanent resident of Australia, citizen of Australia or New Zealand or the holder of a permanent humanitarian visa who will be resident in Australia for the duration of a course of study.</i>   |
| <b>Overseas Student Health Cover (OSHC)</b> | <i>OSHC is insurance to assist international students meet the costs of medical and hospital care that they may need while in Australia.</i>  |
| <b>Payment Plan:</b>                        | <i>Payment of fees over a specified period of time.</i>   |
| <b>Prescribed Date:</b>                     | <i>Students paying full fees: Close of business Friday before classes start<br/>Students on Payment Plan: 10th of every month, or agreed by the account department (Usually the first payment is due on the Start date of the course)</i>   |
| <b>Provider</b>                             | <i>Any Registered Training Organisation (RTO) or Higher Education Provider within Australia.</i>  |
| <b>Sponsorship</b>                          | <i>Where a student's fees are paid by someone else.</i>   |
| <b>Statement of Account</b>                 | <i>financial transactions recorded against a student, including all receipts and billings.</i>  |

|                     |  |
|---------------------|--|
|                     |  |
| <b>Study Period</b> | <i>A discrete period of study within a course, namely a semester or 6 Months, in which a student undertakes and completes units of study</i> |
| <b>Tuition Fees</b> | <i>Fees charged for undertaking units of study in a study period, payable upfront.</i>   |

## 4. Policy Statement

- 4.1. To be enrolled at **YES College**, students should have paid fees, or arranged a payment plan prior to commencement of studies in any study period.
- 4.2. Requiring the payment of invoices in a timely manner assists students to develop their values of excellence and life balance. The prompt collection of income generates the cash flow required to ensure the timely payment of operating costs for the **YES College**. It also allows **YES College** Accounts Department to be more efficient in work tasks by reducing the need to contact students who fall behind in their payments.

## 5. Policy Content

### 5.1. Fees and Charges – Approvals and Authorities.

5.1.1. The College may charge fees for enrolment, tuition, penalties, materials provision and various other activities.

| Fee/ Charge Type   | Delegated Authority/Person to approve fee/charge |
|--|--|
| Tuition fees for international students  | Chief Executive Officer                          |
| Tuition fees for Domestic students (Australian Citizens and Permanent Residents) | Chief Executive Officer                          |
| Administrative and Miscellaneous Charges   | Operations Manager                               |
|  |  |

### 5.2. Fee Schedule and Fee Inclusions

- The tuition fees are charged according to the approved tuition fee for the course. Course fees for international and domestic students are available from
- <http://www.yescollege.com.au> and by following the appropriate links.
- For a Study Period – The fee which a student is charged is calculated on the number of units the student is enrolled in for the Study period. For more information, please check –Refund Policies and Procedure. When an applicant accepts a place offered by the **YES College** by paying the fees, a binding contract is created between the student and the College.
- If a student has been excluded or withdrawn and is later re-admitted to the College, the student is liable for the fee that applies at the time of re-enrolment
- The **YES College** has the right to increase course or tuition fees and charges from time to-time without notice.

### 5.3. Due Date for Payment

- Applicants who receive a Letter of Offer are required to pay fees for one study period prior to commencement of studies in order to secure their place. The amount of deposit required is stated in the Letter of Offer. The total tuition fees stated in a Letter of Offer are indicative only and are based on a full time study load for one study period. The final tuition fees incurred may vary depending on unit selections, study load and promptness of payment. Students will receive a credit to their account where the incurred tuition fees are less than the amount paid in advance.
- Throughout their enrolment, students are required to pay each study periods fee by the due date as prescribed by the **YES College** through Student portal, Offer Letter and email.
- A student who fails to pay their tuition fees in full by the due date may have their enrolment terminated/Cancelled and (in the case of international students) subsequently reported to {"DHA"} for non-payment of fees (refer to section 5.7).

#### 5.4 Late Payment of Fees

- Any payments not made by the due date will incur a late payment penalty of a\$200. This charge is in addition to any late enrolment fees that may be incurred.
- If fees remain unpaid after week 4 or if the payment plan arrangements are consistently broken the student will be reported to the Operations Manager for appropriate action.
- All debts must be settled before starting the next study period, unless otherwise approved by Finance and Administration Department. Final results/Transcript will be withheld until full payment, including late penalty charges (If any), have been received.
- Students will not be allowed to enroll in further units/Study Period or courses until all outstanding debts are settled. Students may be encumbered from enrolment if they are a bad payer even if they have paid all outstanding debt.

#### 5.5 Deferral/Withdrawal from Course

Please refer to the Deferring, Suspending or Cancelling the overseas student's enrolment Policy located on the YES College webpage <http://www.yescollege.com.au> and YES College Intranet.

#### 5.6 Refund of Fees

Please refer to the Refund policy located under "Policies and Procedures" at <http://www.yescollege.com.au>

#### 5.7 Penalties for Non-Payment or Partial Payment of Fees and Charge

- Where the student's account for tuition fees and other charges, has an outstanding balance as at the prescribed date for payment of the charge, a late payment fee –\$200 Will be imposed and a financial encumbrance may be placed on the student.
- If a student discontinues their enrolment, re-admission will be refused until the outstanding balance including late charges is paid in full.
- In specific cases, the Finance and Administration Department may terminate a student's enrolment during the study period on the grounds that, as at the due date, the student has not paid the outstanding balance of tuition fees.
- A student whose enrolment has been so terminated/cancelled may be reinstated if the student, within 14 days of the notice of termination, pays in full the fees and charges due, including the late payment charge, and pays the reinstatement charge (If applicable).

## 5.8. Administrative and Miscellaneous Charges

- Charges in respect of transaction fees, late fees, penalty fees, service fees and other administrative

## 6. International Students

### Overseas Student Health Cover (OSHC)

- It is a condition of an international student visa that the student obtains and maintains OSHC for the duration of their time in Australia. To ensure International students meet this visa condition, the **YES College** will charge OSHC for the length of the students' visa.
- **YES College** offers OSHC cover to students through its preferred provider **NIB**. Cost of the cover is included in the Letter of Offer. Students wishing take out OSHC with **NIB** are required to pay for the cover on acceptance of the Letter of Offer.
- Students may arrange their own OSHC. Proof of other cover must be provided with the acceptance of the Letter of Offer.
- Refunds are given in exceptional circumstances and are subject to approval by the Finance Department.- Refer Refund Policy and Procedure.

## 7. Sponsors and Scholarships

This subsection applies to international students, where there is an agreement between the **YES College** and a sponsor for all or part of the student's fees to be paid to the **YES College** by the sponsor.

### Sponsorship Agreement (Contract)

- A proposed sponsorship agreement must be in the form required by the **YES College** and must be approved by the Finance Department and Administration on behalf of the **YES College** before it is implemented.
- A proposed sponsorship agreement must specify:
  - the student (s) to whom the sponsorship agreement applies;
  - any limitations which may be placed on the student as a condition of the sponsorship agreement, such as which course the student may be enrolled in or which courses must be undertaken;
  - which charges are included within the sponsorship agreement
  - any limitations which are placed on the sponsors liability, such as an upper limit on the charges or an agreed split of the charges between the sponsor and the student;
  - the time period (years, study periods) to which the sponsorship agreement applies.

### 7.1 Implementation of a Sponsorship Agreement

- On approval of the sponsorship agreement and linking the student to the sponsorship agreement, the student's liability for tuition fees and any other charges where applicable, is calculated according to the relevant sections the **YES College's** Tuition

Fees and Charges Policy. The student's liability is then apportioned between the student and the sponsor according to the terms of the sponsor agreement.

- Where the sponsorship agreement does not apply to the total amount of tuition fees and any other charges the student is required to pay the balance by the due date.
- Statement of Account is issued to the student indicating the portion of fees and charges which the student is liable for under the sponsorship agreement.
- A separate invoice is issued to the sponsor for the portion of the student's fees and charges which the sponsor is liable for under the sponsorship agreement.

## 7.2 Obligation of Student

- Students are required to pay their portion of the charges by the due date as specified on the Letter of Offer and Student Portal- Student Management System. A late payment fee will be charged if the amount due is not paid in full by the due date. The penalties for non-payment or partial payment as set out in section 5 apply in respect of the portion of fees and charges for which the student is liable under the sponsorship agreement.

## 7.3 Obligation of Sponsors

- Payment by the sponsor is required according to the Letter of Offer and invoice documentation sent to the sponsoring body by the **YES College**.
- The **YES College** reserves the right to refuse enrolment if a student or sponsor fails to provide the **YES College** with an up to date financial guarantee.
- Sponsors will be subject to the **YES College** policy for debt recovery procedures and at the discretion of the Operations Manager or nominee may have legal action imposed to recover such charges as are outstanding.
- A sponsor's debt would not normally cause a financial encumbrance to be placed on a student. However, in specific circumstances such action may be taken following consultation between the Operations Manager or nominee and the Chief Executive Officer or nominee.
- If a financial encumbrance is placed on a student due to a sponsor debt the student will be informed of such action by the Finance Department or Nominee.

## 7.4 Extension of Due Date

- Sponsors may liaise with the **YES College** to negotiate extension to the due date for a sponsor payment.
- Eligibility for Refund
- Where a student is eligible for a refund of tuition fees according to the policy on eligibility for refund, the fees paid will be refunded, less the refund processing fee as per the relevant schedule, on application. The refund will be apportioned to the sponsor in respect of fees paid by the sponsor and/or to the student in respect of fees paid by the student.

## 7.5 Scholarships

- Where a student is awarded a scholarship, which includes the payment of all or part of the student's tuition fees, the implementation of the payment of tuition fees will be conducted as a sponsorship agreement in accordance with this section.
- Where the donor of the scholarship is external to the **YES College**, the donor will be recorded as the sponsor of the student and the details of the donor's scholarship agreement will form the basis of the sponsor agreement.

## 8. Payment Plans

- 8.1 Students who can demonstrate genuine financial hardship may be permitted to pay certain fees and charges over a period of time in the form of a payment plan.
- 8.2 The payment plan facility is available in respect of Tuition fees.
- 8.3 A Payment Plan is not available in respect of penalty charges, and for, Overseas Student Health Cover (OSHC), printing or other services.
- 8.4 The payment plan is determined on a case by case basis and should be approved by the Finance Department.

## 9. Administrative procedures

This policy and related documentation is accessible through the **YES College** website at:

<http://www.yescollege.com.au>

- 9.1 Any recommendations for process improvement or policy change arising will be forwarded to the Senior Management Group for recording and consideration.
- 9.2 This policy and related procedures will be communicated to staff via email and ongoing staff information sessions. New staff will receive policy information during the induction process where it relates to their position.

## Reference:

This policy/procedure supports:

Education Services for Overseas Students Act (2000), National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 2: Recruitment of an overseas student; Standard 3: Formalisation of enrolment and written agreements.

## Documents/Forms:

- ❖ Application for Refund Form
- ❖ Agreement/Offer letter
- ❖ Meeting with Student, Intervention Strategies forms
- ❖ Deferring, Suspending or Cancelling the overseas student's enrolment Form

## Revision History

| Version | Date        | Revision Description |
|---------|-------------|----------------------|
| 1.0     | 30 May 2018 | Original             |

