**PL_MGT_003 International Student Fees Policy**

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| Related Documents     | Refunds for international students  
                        | Refunds due to course cancellation (provider default)  
                        | Admissions Policy  
                        | Enrolment Policy  
                        | Student Complaints Policy |
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                        | Authorised by  
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                        | Effective Date |
| 2.0                   | Executive Group  
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1. **Context**

This document describes how THINK administers student fees and refunds, including the collection of student fees.

2. **Definitions**

**Audit enrolment**: enrolment into a subject with no recorded grade or outcome and does not count towards the student’s course.

**Confirmation of Enrolment (COE)**: a document issued by THINK to international students, and is required for purposes of applying for a student visa. It contains information about THINK, the course in which the student has enrolled, and the duration of the course.

**Course**: the series of subjects in which a student enrols and which, when completed, will achieve the specified course learning outcomes and lead to the conferral of a designated award.

**Deferral**: a delayed commencement by an applicant who has received an offer of a place in a THINK course.

**Domestic student**: an Australian citizen, a New Zealand citizen, or a holder of an Australian permanent visa (holders of all categories of permanent resident visas including Humanitarian Visas).

**Extenuating circumstances**: circumstances that are beyond an international student’s control; not a result of a student’s action or inaction; and are unusual, uncommon or abnormal.

**International student**: a student who studies with THINK:

- in Australia who:
  - holds or may be granted a temporary visa with study rights, or
  - holds or may be granted an Australian student visa as defined by the Education Services for Overseas Students Regulations 2001, or
- offshore (outside of Australia) and is not a domestic student
- online who resides offshore and is not a domestic student.

**Leave of absence**: an approved period during which a current student is not enrolled in any subject.

**Non-award study**: the study of individual subjects without the restriction of an award course or qualification.

**Provider default**: failure of a registered provider to provide or continue to provide a course.
**Start date:** the first day of the first teaching session of the course. For international students, the start date is as identified on their Confirmation of Enrolment.

**Subject:** a component of a course with specified subject learning outcomes.

**Tuition Protection Services (TPS):** protection for international students if THINK ceases to provide the course in which they are enrolled, ensuring they can complete their studies in another course or with another education provider or receive a refund of their unspent tuition fees.

**Withdrawal:** a formal procedure where a student decides to discontinue a course without the intention of returning or discontinues a subject with the intention of enrolling in it at a later date.

**Withdrawal date:** the date specified in the written notice as the date a student’s withdrawal takes effect or when the student’s enrolment was cancelled.

3. **Scope**

   This policy applies to all international applicants and students.

   **Note:** the version of this policy in place at the time of a student’s letter of offer and associated terms and conditions will apply for the duration of their course unless the student is otherwise notified of a change in the policy by email.

4. **THINK’s responsibilities**

   THINK is responsible for:
   - providing accurate and accessible information to applicants and students about all student fees, including tuition and non-tuition fees, and invoice due dates
   - providing accessible payment methods
   - ensuring non-tuition fees meet the legislative requirements about incidental fees
   - ensuring there are fair and equitable processes for the issuing of tuition fee refunds to students according to the relevant legislation and policy
   - ensuring courses are set up with a minimum of three (3) fee periods and that fees charged within that period are proportionate, where applicable
   - ensuring that fees are set up according to the provisions of relevant legislation.

5. **Student’s responsibilities**

   THINK students are responsible for:
   - ensuring all information provided for enrolment and fee collection is accurate, including subject enrolment records and personal information
   - reading and acting on information about fees (including invoices and fee notices) in a timely manner
   - paying all fees by the specified due date
   - complying with fee payment requirements outlined by the student’s visa, if applicable
   - paying fees for repeating subjects
   - paying fees owed regardless of approved withdrawal from a course or subject after the prescribed deadlines.
Students must pay their fees by the specified due date. THINK may cancel a student’s enrolment for failure to pay outstanding fees.

6. Determining student fees
The Vertical General Manager (or delegate) proposes the fees for courses, non-award and audit subjects, and short courses.

The Chief Marketing Officer, Chief Finance Officer, Chief Operations Officer and Chief Executive Officer review and approve all proposed fees. All THINK fees may be subject to annual increases.

6.1 Audit enrolments
Students electing to audit a subject (sit-in, with no assessment) will be charged a tuition fee equivalent to 50% of the tuition fee for a student undertaking the subject as part of an award. Where the audit is required as part of the resolution of a complaint or appeal, the tuition fee may be waived by the Vertical General Manager on the recommendation of the Dean.

7. Administration of student fees
The Student Finance team is responsible for the administration of student fees.

7.1 Higher Education (HE) and ELICOS
THINK will issue an invoice to all students for each study period, including the course and subject names and codes, payment due date, and the total outstanding debt.

7.2 Invoices and extensions to payment deadlines
THINK will issue students their invoices based on their enrolment and liability status as recorded in the student records management system and published tuition fees on THINK’s website. Invoices with the payment deadlines will be available through the Student Portal and will be sent to the student’s registered email address.

Extensions to payment deadlines will only be approved in exceptional circumstances, must be authorised by the Director of Student Services and Campus Operations (or delegate) on the recommendation of the Dean or General Manager, and will not exceed 42 calendar days.

Applications for extensions must be supported by documentation demonstrating exceptional circumstances.

8. Cross-institutional or pathway fees
The hosting provider will determine student contributions or tuition fees for cross-institutional or pathway study.

9. Scholarships
Full or partial tuition fee scholarships may apply if students are successful following an open application process against published criteria.

THINK scholarships:
are only applicable until the course end date as stated in the letter of offer. Extensions will only be granted in exceptional circumstances
are offered based on the criteria outlined at the time of application
may be cancelled if students do not comply with the terms and conditions of enrolment.

Scholarships are not applicable to repeat subjects, course transfer or course downgrades. It may also not apply to course transfers depending on the terms and conditions of the scholarship.

10. Late or non-payment of fees
Payment of tuition and non-tuition fees by the due date on the invoice is a condition of enrolment. Failure to pay all fees owing by the deadline may result in the student being prevented from:

- accessing subject results
- accessing online resources, including Library resources
- enrolling in further subjects
- accessing a Transcript of Results or Academic Transcript
- graduating from THINK.

THINK will notify a student who fails to pay their fees by the deadline of the THINK’s intention to report (ITR) them to DHA and Department of Education and Training (DET) and list any other penalties that apply as per the list above. Depending on the outcome of any appeal against the ITR, the student’s COE may be cancelled. In addition, THINK may report students to debt collection for non-payment of fees.

The deadline for paying tuition and non-tuition fees is as noted on the invoice. If not paid by then, the Student Finance team will send the student a warning letter.

Students enrolled in residential campuses who fail to pay their fees by the deadline may also be prevented from accessing residential facilities and services.

THINK will charge a late fee when payment is made after the due date. The late fee will be as indicated in communications from Student Finance.

10.1 Re-admission
Students whose enrolments were previously cancelled due to non-payment of fees will not be eligible for re-admission until outstanding fees are paid.

11. Refund of student fees
Refunds of tuition fees will be granted on the basis of:

- a deferral of the offer of admission 14 calendar days prior to the commencement of the course, or
- an amendment to enrolment 14 calendar days prior to the commencement of the study period, or
- a withdrawal due to failure to meet the conditions of an offer of admission, or
- a withdrawal due to failure to meet the required results to proceed on a packaged offer pathway, within 14 calendar days of receiving notification of failure to meet the condition.

Unless otherwise specified in a commercial contract or Third Party agreement.
If a student enrolled in an English language course meets the admission criteria for their next course early, remaining tuition fees will be credited towards the student’s next course.

In all other circumstances, students are liable for the full amount even if they subsequently withdraw before or during the study period. A student excluded or suspended for misconduct will also remain liable for their tuition fees for the study period in question.

If a student has overpaid an invoice, the student will be able to elect to credit the overpayment towards the following study period or receive a refund of the value of the overpayment.

THINK will not approve a transfer request if the student has outstanding fees for the current study period.

11.1 Refunds of fees: international students who obtain permanent residency

An international student who is subsequently granted permanent residency in Australia (other than a Permanent Humanitarian Visa) will be defined as a domestic student and is therefore eligible to pay domestic tuition fees.

If the student is granted permanent residency and the student notifies THINK on or before the study period’s census date, it will take effect immediately, and the student will be entitled to a re-credit of any difference between the tuition fees applied to domestic students and international students.

If the student is granted permanent residency after the study period’s census date or the student fails to notify THINK until after the census date then the change to residency will take effect from the following study period. The student will be classified as an international student for the remainder of the study period and will continue to be liable for international tuition fees for the current period. From the subsequent study period, the student will then be categorised as a domestic student and will be invoiced for domestic tuition fees.

THINK recognises permanent residency from the date of formal notification by a letter from the Department of Home Affairs (DHA).

11.2 Refunds of fees due to extenuating circumstances

A full refund may be granted in circumstances beyond the student’s control if these circumstances (extenuating circumstances):

- occur 14 calendar days or less prior to the commencement of the relevant study period, or
- occur more than 14 calendar days prior to the commencement of the relevant study period but worsen after that day, or
- occur more than 14 calendar days prior to the commencement of the relevant study period, but the full effect or magnitude does not become apparent until on or after that day, and
- make it impracticable for the student to complete the requirements of the subjects.

Extenuating circumstances include:
- serious illness or injury, or
- the death of the student or a close family member (parent, sibling, spouse or child), or
major political, civil or natural disaster in the home country requiring emergency travel which has impacted student’s ability to complete the requirements of the subjects.

The student has to supply independent supporting evidence with the application for a refund due to extenuating circumstances.

Deposits are non-refundable unless extenuating circumstances exist (supporting documents are required).

11.3 Refunds of other fees
For refunds of other fees, refer to the Refunding Other Fees Procedure.

12. Provider default
THINK has provisions for students that will take effect if a course can no longer be provided.

If THINK cancels a student’s enrolment due to provider default, students will be notified in writing and will be given the option to:
• receive a refund of all unused portion of prepaid tuition fees within two weeks of the date of provider default. THINK will also give the student a statement that explains how the refund amount has been calculated, or
• enrol in an alternative course at THINK or at another provider at no extra cost.

The student has the right to choose whether they prefer a refund of the unused portion of prepaid tuition fees, or to accept a place in another course. If the student chooses placement in an alternative course with THINK, the student will be issued with a new Letter of Offer and Written Agreement. The student must accept the offer following the Admissions Policy.

If THINK is unable to provide a refund or place the student in an alternative course, the Tuition Protection Services (TPS) administered by the Director of TPS will place the student in a suitable alternative course at no extra cost to the student. Finally, if TPS cannot place the student in a suitable alternative course, the student will be eligible for a refund as calculated by the Fund Manager.

13. Appeals
The Student Complaints Policy outlines the appeal mechanism available to students who are not satisfied with determinations made by THINK regarding tuition fees. However, the availability of the internal appeal processes does not remove the right of the student to take action under Australia’s consumer protection laws.

14. References
• Education Services for Overseas Students Act 2000
• Higher Education Support Act (HESA) 2003 and associated Administration Guidelines
• VET Administrative Information for Providers, Department of Education and Training, September 2015
• VET Administrative Information for Providers, Addendum, Department of Education and Training, October 2015