

## Policy - Tuition Fees

### Purpose

Lawson College Australia under the ESOS Act 2000 and the National Code 2018 have in place a Policy - Tuition Fee. This Policy is made accessible to enrolled student's studying on a student visa at Lawson College Australia. The specific purpose of this Policy is to ensure students who hold a student visa are aware of their obligations relating to tuition fees as outlined in Overseas Student Visa [OSV] Condition number 8516.

### Scope

The Policy – Tuition Fees applies to:

- a. All international students liable for fees and charges payable to Lawson College Australia for tuition and related ancillary services of an academic nature. This also includes any such fees paid to an education agent to be remitted to Lawson College Australia.
- b. Lawson College Australia accounts staff who are responsible for (i) maintaining and monitoring accounts relating to above listed tuition fees and other services, and (ii) Identifying students who are deemed at risk of breaching student visa condition 8516 and those who have breached OSV condition number 8516.
- c. Lawson College Australia staff who administer counselling and other actions relating to this Policy

### DEFINITIONS

Definition	Detail
<b>At Risk of Breach of OSV Condition 8516</b>	<p>Defined here as the point in which a student is deemed 'At Risk' of breach of OSV Condition 8516.</p> <p>A student enrolled at Lawson College Australia is deemed 'At Risk' of breach of OSV Condition 8516 when tuition fees have been outstanding for 15 days.</p> <p>At this point Lawson College Australia:</p> <ol style="list-style-type: none"> <li>(i) Will forward to the Student, an 'At Risk' email letter calling for a meeting to agree on a payment plan [intervention strategy] to assist the student maintain compliance with OSV Condition 8516; and outlining what will happen should the fees remain outstanding.</li> <li>(ii) Will forward to the Debt Recovery Company, Student debt default details.</li> </ol>
<b>Breach of OSV Condition 8516 – Notification of Intention to Report</b>	Defined here as the point in which a student has breached student visa condition 8516.

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	<p>A student enrolled at Lawson College Australia has breached student visa condition 8516 when tuition fees have been outstanding for 30 days.</p> <p>At this point, Lawson College Australia is obliged to report this breach to the Australian Government, Department of Education and Training and Department of Home Affairs.</p> <p>Lawson College Australia will forward an email letter to the Student advising them that they have breached OSV 8516 and the process to occur leading to reporting to PRISMS within 20 days of the email letter forwarded to them, should this decision not be appealed.</p>
<b>Department of Home Affairs [DoHA]</b>	<p>The Department of Home Affairs is a central policy agency, providing coordinated strategy and policy leadership for Australia's national and transport security</p> <p><a href="http://www.homeaffairs.gov.au">www.homeaffairs.gov.au</a></p>
<b>PRISMS</b>	<p>Provider Registration and International Students Management System used to process information to DoHA by registered providers</p>
<b>Special Circumstances</b>	<p>Special circumstances are generally those beyond the control of the student. In this instance, Students must approach Student Support Services at Lawson College Australia by way of a written statement, should they be having difficulty in paying their tuition fees in accordance with the tuition fee payment plan by the due dates due to circumstances outside of their control. Student records will be examined for evidence of genuine history, for example attendance record and course progress, and outcome decision made by a Lawson College Australia Panel.</p> <p>NOTE: Poor financial planning does not constitute legitimate special circumstances.</p>
<b>Student Visa Condition 8516</b>	<p>You must continue to satisfy the requirements for grant of your student visa. This means, for example, that you continue to have sufficient financial capacity to support your study and stay in Australia.</p> <p>[ <a href="https://www.homeaffairs.gov.au/trav/stud/more/visa-conditions/visa-conditions-students">https://www.homeaffairs.gov.au/trav/stud/more/visa-conditions/visa-conditions-students</a> ]</p>
<b>Tuition Fee</b>	<p>A Tuition Fee is defined as a fee which is directly related to the provision of a course that Lawson College Australia is providing or offering to provide to the student. These tuition fees are outlined in the Student Written Agreement. This Tuition Fee includes all that is listed in Policy 1 Tuition Fee outlined below.</p>
<b>Department of Home Affairs [DoHA]</b>	<p>Department of Home Affairs brings together Australia's federal law enforcement, national and transport security, criminal justice, emergency management, multicultural affairs, settlement services and immigration and border-related functions, working together to keep Australia safe.</p> <p><a href="http://www.homeaffairs.gov.au">www.homeaffairs.gov.au</a></p>

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## POLICY

### 1. Tuition Fee:

Tuition fees is defined as a fee which is *directly related to the provision of a course that Lawson College Australia is providing, or offering to provide to the student* which may include:

- a) lectures, tutorials and tutoring sessions,
- b) additional requisite training including practicums and practice hours,
- c) ancillary costs for fieldwork, excursions or laboratories,
- d) specialist materials that are mandatory and relate to the provision of the course,
- e) access to trainers and assessors;
- f) access to library books, periodicals and guides;
- g) access to computers or other online resources;
- h) access to student support services including welfare,
- i) admissions services,
- j) examinations or assessments;
- k) reassessment of results.

### 2. Payment of Tuition Fees:

International students must pay their fees in accordance with the Tuition fee payment plan as listed on the Student Written Agreement.

Students who experience difficulty in paying their tuition fees in accordance to the tuition fee payment plan by the due dates, as specified on the Student written agreement *may* be granted permission to pay their tuition fees by instalments – this is subject to the student submitting a written request. The request will only be granted in limited circumstances that are acceptable by Lawson College Australia as special circumstances. The final approval or non-approval will be provided by a Lawson College Australia Panel, and the decision based on evidence provided, and could also include examination of records relating to student history, for example, attendance and course progress.

Please Note: Poor financial planning does not constitute legitimate special circumstances.

### 3. Fee reminders

Where a student has been invoiced and there is an outstanding debt, then a fee reminder will be issued at specific times after of the original invoice due date. Reminders are issued at:

- i. Seven (7) days post original invoice date; and

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- ii. Fifteen (15) days post original invoice date. Should the invoice remain outstanding after these reminders, the PROCEDURE outlined below [point 7] is enacted.

#### 4. Non-payment of tuition fees:

Failure to pay tuition fees by the due date may result in:

- a) a student's enrolment being cancelled and / or
- b) a late payment fees of AU\$200 applied if unpaid by due date.
- c) Further late payment fees of AU\$200 per fortnight will be applied.
- d) Lawson College Australia may take appropriate legal debt recovery action where students default on payments,
- e) Forfeiting the scholarship, if any, and the student is liable to repay all the previous tuition fee at a full rate,
- f) Reporting to Department of Home Affairs (DoHA)

#### 5. Restrictions

Where a student continues to have an outstanding debt (i.e. tuition fees, late fees etc), their enrolment will be restricted if they have not paid this debt by the due date advised by the Lawson College Australia. The following restrictions to apply:

- a) loss of access to attend classes, enrolment records, examination results and academic transcripts
- b) loss of access to library borrowing and other library services
- c) loss of access to use the student lounge or any common areas in the premises
- d) loss of access to Lawson College computer systems, including internet and Moodle
- e) the inability to graduate until the outstanding debt is cleared.

Restricted students will be informed that if they make no further payment or do not contact Lawson College Australia, concerning their debt, their enrolment may be cancelled and reported to Department of Home Affairs (DoHA) for the non-payment of tuition fee.

#### 6. Outstanding Debt

Students who have not deferred, suspended or cancelled their enrolments would be considered enrolled in the course and are obliged to pay their tuition fee and all other fee as applicable until their deferment, suspension or cancellation is finalised. Failure to pay the tuition fee will be considered as a default and may initiate a legal debt recovery action. Please see <http://lawsoncollege.edu.au/international-student-policies/> for details.

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## 7. Procedure

Should the invoice not be paid for outstanding tuition fees and/or other accumulated fees despite fee reminders being forwarded after 7 days and 15 days of the initial invoice, the following will occur:

DAYS POST INITIAL INVOICE	EMAIL LETTER TO STUDENT TITLED:	OUTCOME
Stage 1 – 15 days	'At Risk' of breach of OSV Condition 8516	<p>If a scheduled meeting as outlined in the email letter is declined by student/did not attend; and invoice remains outstanding:</p> <p>Action:</p> <ul style="list-style-type: none"> <li>I. Enact relevant restrictions as outlined in this Policy and advise student accordingly.</li> <li>II. Proceed to Stage 2</li> </ul>
Stage 2 - 30 days	Notification of Intention to Report of Breach of OSV Condition 8516	<p>If the invoice remains outstanding as listed in the email letter; OR Student has not lodged a complaint or an appeal:</p> <p>Action:</p> <ul style="list-style-type: none"> <li>I. Report via PRISMS of breach of OSV Condition 8516</li> </ul>

## 8. Retention of records

8.1 An 'At Risk of breach of OSV Condition 8516' and 'Notification of Intention to Report of Breach of OSV Condition 8516' will be maintained.

### Document History and Version Control Table

Version Number	Date approved	Approved by	Type of change	Extent
V 1.0	18/09/2018	GRMC	Developed	Initial development
V 2.0	18/05/2019	CEO	Major	Changes include: Definitions provided and Procedure added.
V2.1	18/09/2019	QACC	Minor	Changes include: duration

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