

Policy & Procedure – Tuition Fee

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 Fee applies to:

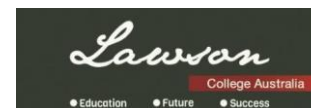
- a. All international students liable for fees and charges payable to Lawson College Australia for tuition and related ancillary services of an academic nature. This also includes any such fees paid to an education agent to be remitted to Lawson College Australia.
- b. Lawson College Australia accounts 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

Note: Lawson College Australia is not obliged to meet or respond in any form (phone, email etc) to any request received from the agent, lawyer or similar seeking personal information which may be perceived to have a conflict of interest or any commercial interest whatsoever. Any disclosure of personal information to a third party would be governed under Lawson College Australia's Privacy Policy.

Definitions

Definition	Detail
At Risk of Breach of OSV Condition 8516	Defined here as the point in which a student is deemed 'At Risk' of breach of OSV Condition 8516. A student enrolled at Lawson College Australia is deemed 'At Risk' of breach of OSV Condition 8516 when tuition fees have been outstanding for 1 day. At this point Lawson College Australia: (i) Will forward to the Student, an 'At Risk' email letter calling for a meeting to assist the student maintain compliance with OSV Condition 8516; and outlining what will happen should the fees remain outstanding. (ii) Will forward to the Debt Recovery Company, Student debt default details.
Breach of OSV Condition 8516 – Notification of Intention to Report	Defined here as the point in which a student has breached student visa condition 8516. A student enrolled at Lawson College Australia has breached student visa condition 8516 when tuition fees have been outstanding for 15 days. At this point, Lawson College Australia is obliged to report this breach to the Australian Government, Department of Education, Department of Home Affairs. 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 working days of the email letter forwarded to them, should this decision not be appealed.
Department of Home Affairs [DoHA]	The Department of Home Affairs is a central policy agency, providing coordinated strategy and policy leadership for Australia's national and transport security. www.homeaffairs.gov.au
ESOS Act	Educational Services for Overseas Students Act as amended from time to time.
Legal debt recovery action	The Student agrees that all fees not paid in full on the due date are debts due and payable immediately. The Student agrees to pay all Lawson College's costs of recovering such debts (including debt collection costs and legal fees).

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PRISMS	Provider Registration and International Students Management System used to process information to DoHA by registered providers.
Special Circumstances	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, as per letter of offer, 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. <i>NOTE: Poor financial planning does not constitute legitimate special circumstances.</i>
Student	A student who is enrolled at Lawson College Australia and includes both prospective students and enrolled students who are 'overseas students' as defined in the National Code and hold a student visa as defined by the ESOS Act, and to students of Lawson College Australia who do not hold student visas and are studying off-shore; but does not include domestic students. 'Overseas students' means people who hold a student visa to study in Australia, issued by the Australian Government.
Student Visa Condition 8516	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. https://immi.homeaffairs.gov.au/visas/already-have-a-visa/check-visa-details-and-conditions
Support Person	A friend or relative of a student who can provide support, if needed. Please note Agents of any kind, Lawyers or anyone who has a perceived commercial interest are not permitted to attend as a Support Person, as they are considered to have a conflict of interest. A Lawson College Australia Student Support Officer will be available if the student does not have someone who can attend with them, and they require support.
Tuition Fee	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.
Written Agreement	A written agreement under Australian law, is in regard to acceptance of an offer of a course and must be in the form of a written agreement. This is the document that the student signs when they enrol with an education provider, for example, letter of offer. An application form or a letter of offer could be the basis for the written agreement once it is signed or accepted by an overseas student. In the written agreement, providers must give detailed information on: <ul style="list-style-type: none"> the course enrolled in list all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 percent of their tuition fees before their course commences) [ES 3.3.4] payment plan for tuition fees including the number and length of each study period any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply [ES 3.3.5] refund entitlements in different situations [ES 3.4; 3.4.1] – See <i>Lawson College Australia Policy and Procedure - Refund</i> course requirements including minimum English language requirements on attendance and making satisfactory progress; that is, that they must participate in scheduled classes in accordance with course timetables to make satisfactory course progress, and if they don't satisfactorily progress in their course, they will be in breach of a condition of their visa. that ASQA (Australian Skills Quality Authority) may, at any time, require a training provider to implement policies and procedures to monitor minimum attendance requirements and if students don't meet these requirements, they will be in breach of their visa any services that can support student safety, and that the DoHA may cancel a student's visa if they fail to maintain their enrolment. that the student is responsible for keeping a copy of the written agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees [ES 3.3.8] (https://www.asqa.gov.au/resources/fact-sheets/overseas-student-attendance July 2019)

ES = ESOS Standard

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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:

All current or intending overseas student must pay their tuition fees into the Australian bank account maintained by Lawson College Australia, which is listed on the student written agreement and also on the tuition fee invoices sent to the students.

The tuition fee account is maintained in Australian Dollars and all the tuition fees is payable in Australian Dollars. Any tuition fee received, will be credited within 5 working days of receiving the money into the listed tuition fee account in accordance with the Section 28 & 29 of the ESOS Act 2000.

All current or intending overseas student must pay their tuition 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 in 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 monitoring.

3. Tuition Fee Invoice:

A student is sent the tuition fee invoice, by email, 15 days before the tuition fee instalment due payment date as per Written Agreement.

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 fee 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,

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- 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, academic transcripts, Statements of Attainment and Qualifications
- 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 Australia computer systems, including internet and Moodle
- e) loss of access to administrative services
- f) 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:

Failure to pay outstanding fees 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.

Should the invoice not be paid for outstanding tuition fees and/or other accumulated fees, the following will occur:

DAYS POST INITIAL INVOICE	EMAIL LETTER TO STUDENT TITLED	OUTCOME
Stage 1	'At Risk' of Breach of OSV Condition 8516	If a scheduled meeting as outlined in the email letter is declined by student/did not attend; and invoice remains outstanding: <i>Action:</i> I. Enact relevant restrictions as outlined in this Policy and advise student accordingly. II. Proceed to Stage 2
Stage 2	Notification of Intention to Report of Breach of OSV Condition 8516	If the invoice remains outstanding as listed in the email letter; OR Student has not lodged a complaint or an appeal: <i>Action:</i> I. Report via PRISMS of Breach of OSV Condition 8516

7. 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.

8.2 Lawson College Australia will retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student. [ES 3.6]

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8. References

- [National Code of Practice for Providers of Education and Training to Overseas Students 2018 \(legislation.gov.au\)](http://legislation.gov.au)
- [National Code of Practice for Providers of Education and Training to Overseas Students 2018 - Department of Education, Skills and Employment, Australian Government \(dese.gov.au\) - Factsheets](http://dese.gov.au)
- [Factsheet student written-agreements.pdf \(ombudsman.gov.au\)](http://ombudsman.gov.au)
- [Education Fact Sheet Title \(internationaleducation.gov.au\)](http://internationaleducation.gov.au)
- <https://www.asqa.gov.au/guide-reporting-obligations-cricos-providers>
- <https://www.asqa.gov.au/cricos/what-esos-provider>

Procedure

Responsible staff for relevant area (as per Organisational Chart) to process the procedure:

Assess – Review aspects of situation as applied to this policy and any other related policies and specific documentation to be completed (and where relevant advising students of requirements of same as required); including relevant timeframes and any reporting mechanisms.

Plan – Identify strategies and actions to be taken, including timeframe/s and relevant personnel.

Implement - Strategies and take actions in accordance with policy, associated information and documentation required, documentation where necessary

Retain documentation in accordance with policy, procedure and practices.

Report in relation to practice outcomes as related to policy and procedure.

Review – process with view for continuous improvement including reporting to relevant personnel/Quality and Compliance Committee (QACC).

Dissemination of information/updates relating to this policy and procedure is provided by QACC, via electronic means and/or staff meetings. RTO policy and procedures are accessible to all staff via Lawson College Australia internal repository system and /or via the Lawson College Australia webpage.

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.
V 2.1	18/09/2019	QACC	Minor	Changes include: duration
V 2.2	17/01/2020	QACC	Minor	Added definitions – ESOS and Written Agreement Changes to Section 5. Restrictions Added Section 8.2

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Version Number	Date approved	Approved by	Type of change	Extent
V 2.3	20/02/2020	QACC	Minor	Updated websites – DoHA and ASQA Reformatted Dates added to table Section 7
V 2.4	24/03/2020	QACC	Minor	Tuition instalment fee due dates are as outlined added in Section 2. Section 6 6.Outstanding Debt revised. Change to definition of “tuition fees”.
V 2.5	25/06/2020	QACC	Minor	Definition added: ‘Legal debt recoveryaction.’.
V 2.6	28/07/2020a	QACC/ CEO	Minor	Definitions adjusted to reflect ‘at-risk’ removed 15 days and replaced with 1 day, and for NITR removed 30 days and replaced with 15 days. Section 3: Fee Reminder content removed and replaced with Tuition Fee Invoice – outlines it is sent 15 days prior to due date. Section 7: Removed wording ‘despite fee reminders being forwarded after 7 days and 15 days of the initial invoice’. Added Notes: Page 1 Added definitions: Cloud Learning @ Lawson, LMS, Student, Social Distancing. Document re-formatted Title re-arranged to Policy & Procedure – Tuition Fees (consistent with other policy titles)
2.7	16/12/2021	CEO	Minor	Updated Section 2.
2.8	08/04/2022	QACC	Minor	Section 6: Replaced <i>Tuition Fee</i> wording with <i>Outstanding Fees</i> wording Added Section 9: Dissemination of information to staff Updated footer Version area
2.9	21/08/2023	QACC	Minor	Definitions, in ‘Special Circumstances’ added, as per Letter of Offer Removed Social distancing, LMS, and Cloud Learning @ Lawson definitions. Revised wording – , Student, Support person, Written Agreement, Breach of Visa 8615 Section 2 and Section 6 - Removed specific tuition fee schedule dates. Section 3 – rephrased ...as per written agreement. Revised Section 6 – Table now part of Section 6. Added Section 8 References Added Procedure Removed separate section about dissemination as included in Procedure items. Updated Footer content

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