



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

Application Fee:	means the fee payable, if any, set out in the Letter of Application, Student Written Agreement or Conditions of Acceptance to make an application to study the Course at Lawson College Australia. The Application Fee is an administration fee covering the cost of admissions which may include assessing a student's previous academic history and other eligibility criteria to determine whether or not the student is suitable for enrolment with Lawson College Australia.
AQF	The Australian Qualifications Framework (AQF) is the policy for regulated qualifications in the Australian education and training system. What is the AQF AQF
ASQA	The Australian Skills and Quality Authority (ASQA) is the national regulator for Australia's vocational education and training sector. About us Australian Skills Quality Authority (ASQA)
Cancellation of Enrolment	Lawson College Australia can initiate cancellation of a student's enrolment for compelling or extenuating circumstances; or misbehaviour by the student; and other reasons as detailed in the Policy. A student can only initiate cancellation of enrolment with Lawson College Australia by providing evidence including a valid boarding pass and flight schedule of a flight outside of Australia. Cancellation of an enrolment is permanent cessation of student's enrolment. A student whose enrolment has been cancelled is no longer a Lawson College Australia student and therefore cannot attend classes, submit assessment tasks or attend Lawson College Australia events as a Lawson College Australia student. See Policy – Defer, Suspend, Cancel Overseas Student Enrolment.
CoE	A document, provided electronically, which is issued by the registered provider to intending overseas students and which must accompany their application for a student visa. It confirms the overseas student's eligibility to enrol in the particular course of the registered provider.
Course:	means a full-time registered course or program offered by Lawson College Australia and registered in accordance with the requirements of the ESOS Act.
Course Credit	credit transfer means the process of recognizing and awarding credit for prior successful completion of an equivalent unit of competency or module.

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Course Fees	As per ESOS Federal Register of Legislation - Education Services for Overseas Students (Calculation of Refund) Instrument 2024 course fees for a course is the sum of: (a) the tuition fees received by the provider in respect of the student; and (b) the non-tuition fees (if any) received by the provider in respect of the student.
Credit Transfer	Means students who have completed a Nationally recognised qualification/ unit that have the exact same code as a unit currently enrolled will be eligible for credit transfer for the particular unit(s). The student must provide the original certificate to be sighted by Lawson College Australia to verify the Credit Transfer.
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).
Deferral of enrolment	Means temporary postponement in the commencement of a course. Deferral may be initiated by a student or Lawson College Australia.
Department of Home Affairs	Department of Home Affairs (DoHA) is responsible for central coordination, and strategy and policy leadership in relation to cyber and critical infrastructure resilience and security, immigration, border security and management, counter-terrorism, the protection of our sovereignty, citizenship and social cohesion. Department of Home Affairs
ELICOS	English Language Intensive Courses for Overseas Students as per ELICOS Standards as per the ESOS Act.
Enrolment	The process whereby a person registers as a student of Lawson College Australia.
ESOS Act	Educational Services for Overseas Students Act 2000 as amended from time to time. The principal objects of the ESOS Act are to: provide tuition assurance and refunds for overseas students for courses for which they have paid; protect and enhance Australia's reputation for quality education and training services; and complement Australia's migration laws by ensuring providers collect and report relevant information relating to student visas.
ESOS Regulations	means the Education Services for Overseas Students Regulations 2019 (Cth.), as amended from time to time.
Full-time	means the normal amount of study for a particular Course which is approved by the accrediting authority for the Course.
Governing person	Means any person responsible for overseeing, directing, or exercising a degree of control or influence over the management or operation of an NVR registered training organisation, including executive officers and high managerial agents.
International Student	means a person holding an Australian student visa as defined as an 'Overseas Student' in the ESOS Act.
Letter of Offer:	means a letter to the student offering the student a place in a Course or Courses at Lawson College Australia.
Material Fees	means a fee that covers the cost of items such as consumables, class materials, photocopying access etc. provided to the student.
National Code 2018	means the National Code of Practice for Providers of Education and Training to Overseas Students 2018, established pursuant to Part 4 of the ESOS Act, as amended from time to time.
Non-Tuition Fees	non-tuition fees , for a course, means an amount of money that: (a) a provider receives, directly or indirectly, from: (i) an overseas student who is accepted for enrolment, or enrolled, in the course; or (ii) an intending overseas student who intends to become, or who has taken any steps towards becoming, accepted for enrolment, or enrolled, in the course; or (iii) another person who pays the amount on behalf of such an overseas student or intending overseas student; and (b) is not tuition fees. (Federal Register of Legislation - Education Services for Overseas Students Regulations 2019) Section 7 of the ESOS regulations outline items which monies may be collected for that do not amount to a tuition fee. These monies must not be for matters ancillary and may include books or equipment sold to the student, health insurance, administration, accommodation (other than accommodation that the student occupies for a short time while undertaking training, excursions, fieldwork or practical experience), assisting the student to apply for or hold a student visa.



Pre-paid fees	<p>means fees that are collected before the relevant services have been provided. These include payments made at any time before, during or after the student enrolls. Any payment received before a service is delivered is unearned revenue and is a liability that must be paid back, either through service delivery or as a refund. As per the <i>National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025</i>, Division 3: Accountability: 18 <i>Prepaid fee protection measures</i>:</p> <p>Where an NVR registered training organisation or third party receives prepaid fees from or on behalf of an individual in excess of \$1500 in relation to the same VET course (the threshold prepaid fee amount), the organisation must (where the organisation is any other NVR registered training organisation) – implement one or more of the arrangements set out in subsection (4).</p> <p>(Subsection (4)) The NVR registered training organisation must implement one or more of the following arrangements:</p> <ul style="list-style-type: none"> a) an unconditional financial guarantee from a bank operating in Australia, provided: <ul style="list-style-type: none"> (i) at all times, the guarantee is at least equal to the total amount of prepaid fees held by the organisation in excess of the threshold prepaid fee amount; and (ii) the costs of establishing and maintaining the guarantee are met by the organisation. b) a current membership with a tuition assurance scheme operator which, if the organisation is unable to provide services for which the individual has prepaid, must ensure: <ul style="list-style-type: none"> (i) the individual will be placed into an equivalent course at a location suitable to the individual and receive all services for which the individual has prepaid at no additional cost to the individual; or (ii) if an equivalent course cannot be found – the individual will be refunded the prepaid fees which are in excess of the threshold prepaid fee amount. c) any other fee protection measure approved by the National VET Regulator.
Principal Course:	<p>means the main course of study to be undertaken by an overseas student where a student visa has been issued for multiple courses of study. The principal course of study would normally be the final course of study where the overseas student arrives in Australia with a student visa that covers multiple courses. Also defined in ESOS Act and the National Code 2018.</p>
PRISMS	<p>Provider Registration and International Student Management System [PRISMS]. Through PRISMS, certain Australian Government agencies can monitor student compliance with visa conditions and provider compliance with the <i>Education Services for Overseas Students Act 2000</i> (ESOS Act). PRISMS is a secure system for providers to: - issue 'Confirmations of Enrolment' [CoE] to overseas students intending to study in Australia.</p>
Recognition of Prior Learning	<p>recognition of prior learning means an assessment process that involves assessment of an individual's relevant prior learning and experience (including skills and knowledge obtained through formal and informal learning) to determine the extent to which the individual meets requirements specified in the training product.</p>
Special circumstances	<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, 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.</p> <p>NOTE: Poor financial planning does not constitute legitimate special circumstances.</p>
Student	<p>means 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 student visas as defined by the ESOS Act.</p>
Suspension of enrolment	<p>means once a course has commenced Lawson College Australia or the student can initiate a suspension of their studies due to compassionate or compelling reasons. Students are advised to contact the DoHA to determine if they must return to home country.</p>
Term [Also referred to as compulsory study period]	<p>A compulsory study period is one in which the student must enrol unless granted a deferment or suspension from enrolment or leave of absence. A compulsory study period does not include periods in which the student can elect to undertake additional studies. A compulsory study period at Lawson College Australia is one term -a period of time that normally reflects the Victorian Government Education and Training term dates and breaks, for Schools.</p>



Tuition Fees	<p>means fees which is directly related to the provision of the course that Lawson College Australia is providing or offering as determined by Lawson College Australia and advised in the Letter of Offer, Written Student Agreement or Conditions of Acceptance, as being the tuition fees for the Course or program. http://lawsoncollege.edu.au/international-student-policies/. Tuition fees do not include fees for books or equipment, Overseas Student Health Cover (OSHC), administration fees, accommodation costs, or visa application charges.</p> <p>If your course is more than 25 weeks, your education provider cannot require you to pay more than half the total tuition fees before you start. You can choose to pay more than half of your fees before you start, but you don't have to. Your provider cannot accept any money from you before you accept the written agreement.</p> <p>If your course is 25 weeks or less your provider can require you to pay the full course fee before you start. Regardless of the length of your course, once you have started the course, your provider can require you to pay all course fees.</p>
Tuition Protection Service (TPS)	<p>The Tuition Protection Service (TPS) may assist students to either continue their studies through another course or different provider, or by being provided a refund or loan re-credit for education and training they paid for but did not receive. The TPS is an initiative of the Australian Government to assist international students whose providers are unable to fully deliver their course of study. For further information please visit the following link: https://tps.gov.au/StaticContent/Get/StudentInformation</p>
Visa Condition 8516 (Financial)	<p>Visa Condition 8516: You must continue to satisfy the criteria for the grant of the visa.</p> <p><i>At Risk of Breach of OSV Condition 8516</i></p> <p>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:</p> <ul style="list-style-type: none"> (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. <p><i>Breach of OSV Condition 8516</i></p> <p>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.</p> <p><i>Notification of Intention to Report</i></p> <p>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.</p>
Written Agreement	<p>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. 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. Overseas students enrolled in a number of consecutive courses with the one provider do not need a separate written agreement for each course. If the terms of the agreement are the same for each course, the registered provider may have a single written agreement covering all the courses. Changes can be made to the Written Agreement. Both student and provider need to agree on the changes before they take effect. Any modifications to the written agreement should be clearly dated so that it is clear which terms apply at any point in time. The student should keep a copy of any modifications to the Written Agreement. (Sources: Standard 3: Formalisation of enrolment and written agreements - Department of Education, Australian Government; Factsheet_student_written-agreements.pdf (ombudsman.gov.au))</p>

ES = ESOS National Code 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:

- lectures, tutorials, tutoring sessions, training, excursions, fieldwork, laboratories, or practical experience, that:
 - form part of the course that the provider is providing, or offering to provide, to the student (whether or not they are a mandatory part of the course); or
 - are intended to assist the student to progress in such a course; or
- matters ancillary to the above activities. (as per [Federal Register of Legislation - Education Services for Overseas Students Act 2000](#) Section 7, and [Federal Register of Legislation - Education Services for Overseas Students Regulations 2019](#) Section 7)

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 / or on the most current monthly 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 and / or the most current monthly tuition fee invoice sent to the students.

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 monthly tuition fee invoice, by email, 15 days before the tuition fee instalment due payment date.

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,
- 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)

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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:

- 7.1 An 'At Risk of breach of OSV Condition 8516' and 'Notification of Intention to Report of Breach of OSV Condition 8516' will be maintained.
- 7.2 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]

8. Tuition Protection Service [Tuition Protection Service - Department of Education, Australian Government](#)

The Tuition Protection Service (TPS) is a placement and refund service that helps:

- International students on student visas affected by a provider closure
- When students have withdrawn from or not started their course and are eligible for a refund of tuition fees that have not been paid by the provider

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- Provide students with the information they need to choose an alternative course that best suits them through an online placement system
- Arrange a refund of any pre-paid tuition fees if there is no course that meets their needs

9. Related policy and procedure

(Please see <http://lawsoncollege.edu.au/international-student-policies/> for details.

- Policy & Procedure - Refund

10. References

- [Education Services for Overseas Students Act 2000 - Federal Register of Legislation](#)
- [Education Services for Overseas Students Regulations 2019 - Federal Register of Legislation](#)
- [National Code of Practice for Providers of Education and Training to Overseas Students 2018 - Federal Register of Legislation](#)
- [Federal Register of Legislation - Education Services for Overseas Students \(Calculation of Refund\) Instrument 2024](#)
- [National Vocational Education and Training Regulator \(Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements\) Instrument 2025 - Federal Register of Legislation](#)
- [National Vocational Education and Training Regulator \(Outcome Standards for Registered Training Organisations\) Instrument 2025 - Federal Register of Legislation](#)
- Written agreements, fees and refunds [Overseas Students Ombudsman fact sheet](#)
- International Students - written agreements [Factsheet_student_written-agreements.pdf \(ombudsman.gov.au\)](#)

11. 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 to staff

Relevant staff will be informed of this Policy and Procedure and any subsequent changes will be via an agenda item at a scheduled Quality and Compliance Committee (QACC) Executive meeting, and published minutes, and dissemination by public access of this Policy and Procedure on the Lawson College Australia website – International Student Policies
<https://lawsoncollege.edu.au/international-student-policies/>

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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
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 recovery action.’.
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 Tuition Fee wording with Outstanding Fees 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
2.10	13/03/2024	QACC	Minor	Removed website/s referencing DESE. Updated References section. Updated Footer – version control.
3.0	09/04/2025	QACC	Major	Alignment with ESOS framework.
4.0	01/07/2025	QACC	Major	Updated to address <i>The National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025.</i>

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