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## **Fees and Charges Policy and Procedure - CRICOS**

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## Fees and charges Policy and Procedure – CRICOS

### Introduction

House of Learning Pty Ltd, trading as Builders Academy Australia (BAA) ensures that Students make informed decision and are aware of any financial obligations to BAA.

### Purpose

It defines the various types of fees and charges associated with study at BAA, collection of fees, payment options and penalties for non-payment if applicable.

The policy is developed in line with legislatively and regulatory requirements for RTO's delivering training to Overseas Students.

### Scope

This Policy and Procedure applies to all BAA operations as they relate to International Students.

### Responsibilities

Student Administration

### Policy

- All information provided in marketing and promotional materials that relates to course fees is accurate and relevant to this Policy.
- Under special circumstances and prior to Student acceptance of the course, if BAA made changes to Students' course fees, must be provided with thirty (30) days' notice, in writing, prior to any course fee changes and confirmation received from each international Student that they were advised in writing. A copy of this acknowledgement will be retained in the international Student's file.
- BAA must not accept any course money from International Students on a Student Visa until such time as the Student has accepted the International Student Course Acceptance Agreement. This can occur concurrently, however.
- BAA will ensure that it includes a copy of all international Student fees and charges in its written agreement with International Students, being the International Student Course Acceptance Agreement.
- Under the ESOS legislation BAA cannot require students to pay more than 50 per cent of their tuition fees before they start the course. However, Students, or the person responsible for paying the tuition fees, may choose to pay more than 50 per cent of their tuition fees before they start their course.
- Students may choose to pay more than 50% of their tuition fees prior to course commencement.
- All fees and charges by BAA will be fair and reasonable;
- BAA will ensure it retains receipts of all tuition and non-tuition fees for two (2) years after the international Student ceases to be an **accepted Student** at BAA .
- Students payment options and due dates are provided with the Course Acceptance Agreement.
- Where payment is inadvertently received prior to the arrival/receipt of the course acceptance, the receiving staff member must notify the international Student, parent/legal guardian and/or the education agent and advise them in writing that the enrolment cannot be processed until such time as the course acceptance is received.

## Tuition and Other Fees

1. **All Students** are required to pay for the following Fees:
  - a) **Application Fee.** This is applicable to all International Students applying for enrolment with BAA. The application will not be processed until the fee has been received. This is a non-refundable fee.
  - b) **Course Fees.** refers to Tuition Fees, Non-Tuition Fees and other charges as stated in the Student Agreement.
  - c) **Tuition Fees.** Fees Students are charged for the provision of training and assessment. Tuition fees include fees for lectures, tutorials, tutoring sessions, training, excursions, fieldwork, laboratories, or practical experience that form part of the student's course (whether mandatory or not), or are intended to assist the student to progress in their course, or are ancillary to the activities that form part of the student's course listed previously. Students must pay all associated Course Fees as per the Enrolment Agreement and their individualised Fee Schedule, otherwise Students will not be allowed to continue study. When a Student accepts an offer by BAA by paying the fees, a binding contract is created between the Student and BAA;
  - d) **Non-Tuition Fees.** Non-tuition fees include books and equipment, health insurance, administration, accommodation, and assistance to apply for or hold a Student Visa.
  - e) **Overseas Student Health Cover (OSHC),** It is a condition of international Student Visas, that the Australian Government requires the Student to have Overseas Student Health Cover for the duration of their time in Australia. This insurance must provide medical and hospital cover and must include family members such as spouses and children.

BAA is able to provide OSHC through **[TO BE DETERMINED]** as the preferred provider and will provide the associated fees and charges on the Letter of Offer or the Student is free to arrange OSHC themselves.

Students will not be able to obtain a valid Student Visa, if they do not have proof of OSHC.

Refunds for OSHC are provided only in exceptional circumstances and subject to the approval of the **[TO BE DETERMINED]** for BAA and BAA's Finance Manager.

Please refer to Overseas Students Visa Requirements for further information in regard to appropriate Health Insurance Cover.

### Other Fees (applicable to the specific circumstances listed below)

- **RPL Fee**  
Students applying for Recognition of Prior Learning (RPL) will be charged per unit of competency. The fee will equal that for the provision of the training of such unit of competency. This will vary according to each qualification.
- **Credit Transfer (CT).** Students who provide Australian Nationally Recognised testamur as evidence for Credit Transfers (CT), will not be charged a fee for this application. Their tuition fee will be reduced by the unit/s cost. If the Student provides international Testamur, a fee equal to the cost of delivering the unit will be incurred.
- **Re-Issue of Testamur/Certificates**  
Students requiring replacement of their Certificate or Statement of Attainment (SOA) will be charged an administration fee of \$65.00. A Request Form for Replacement of Certificates or Statements of Attainment (SOA) must be lodged with the BAA Finance Department and the fee paid in advance.
- **Late/Default Payment Fee:**  
Should a Student not pay the required fees by the due date nor submit and had approved a Fee Extension Request Form, then a late payment fees of \$15.00 applies.  
All outstanding Student debts must be settled before final assessments are undertaken.  
Students will not be allowed to enrol in further courses until all outstanding debts are settled.

## Collection of Fees

In line with the ESOS Act 2000, a Registered Provider must not receive more than 50% of the total tuition fees for a course before an overseas Student begins the course. Exceptions apply if the Student or the person responsible for making the payment chooses to do so. The provider must keep all fees paid in advance in a separate account which meets the requirements of the ESOS Act 2000. Students agreement for the payment of fees will be outline in the Written Agreement. Students must adhere to this.

International Students' collection of fees is as below. **Course Fees**, refers to Tuition Fees, Non-Tuition Fees and other charges as stated in the Student Written Agreement.

- a) Application Fee of \$175 is payable at the time the Student completes the application form. This is non-refundable.
- b) Tuition Fees:  
  
BAA requires Students to pay tuition fees for the in four instalments due before the commencement of each study period. Student wishing to pay for the whole course must confirm this in writing.  
  
Due dates for instalments are provided to Students with the Student Written Agreement.  
  
Please note RPL and CT fees are considered tuition fees. Therefore, any fees pertaining to these must be paid as part of the tuition fees.
- c) Overseas Student Health Cover (OSHC), where the Student has chosen BAA to organise this cover, payment must be received in full and in advance.

## Other Charges

All other fees for each course must be paid in full prior to commencement of such course

- **Re-issue of Student ID Card:** This fee is payable at the time of application
- **Re-issue of testamur/certificates:** This fee is payable at the time of application
- **Late/default payment fee:** This fee is payable as soon as the scheduled payment is defaulted
- **Overseas Student Health Cover (OSHC):** This fee is payable at the time of application

## Payment Methods

All Fee payments must be made in Australian Dollars and can be paid by: Direct / SWIFT Deposit OR Credit Card.

## Tuition Assurance

In accordance with the ESOS Act 2000, BAA ensures the security of Student Fees through membership to the Australian Government's Tuition Protections Service (TPS) which is a placement and refund service for International Students. The TPS is similar to an insurance cover that aims to place Students in an alternative course and offer a pro-rata refund on unused portions of their tuition fees.

In the unlikely event of BAA default, then all unspent pre-paid tuition fees to date will be refunded to the Student within fourteen (14) days of the default day. Other associated fees may be refunded. Alternatively, the Student may be offered enrolment in an alternative course (this course may or may not be with an alternative provider) at no extra cost with any unspent tuition fees transferred to the new course and where relevant, the new provider. The Student reserves the right to accept either the refund amount or a place in another course.

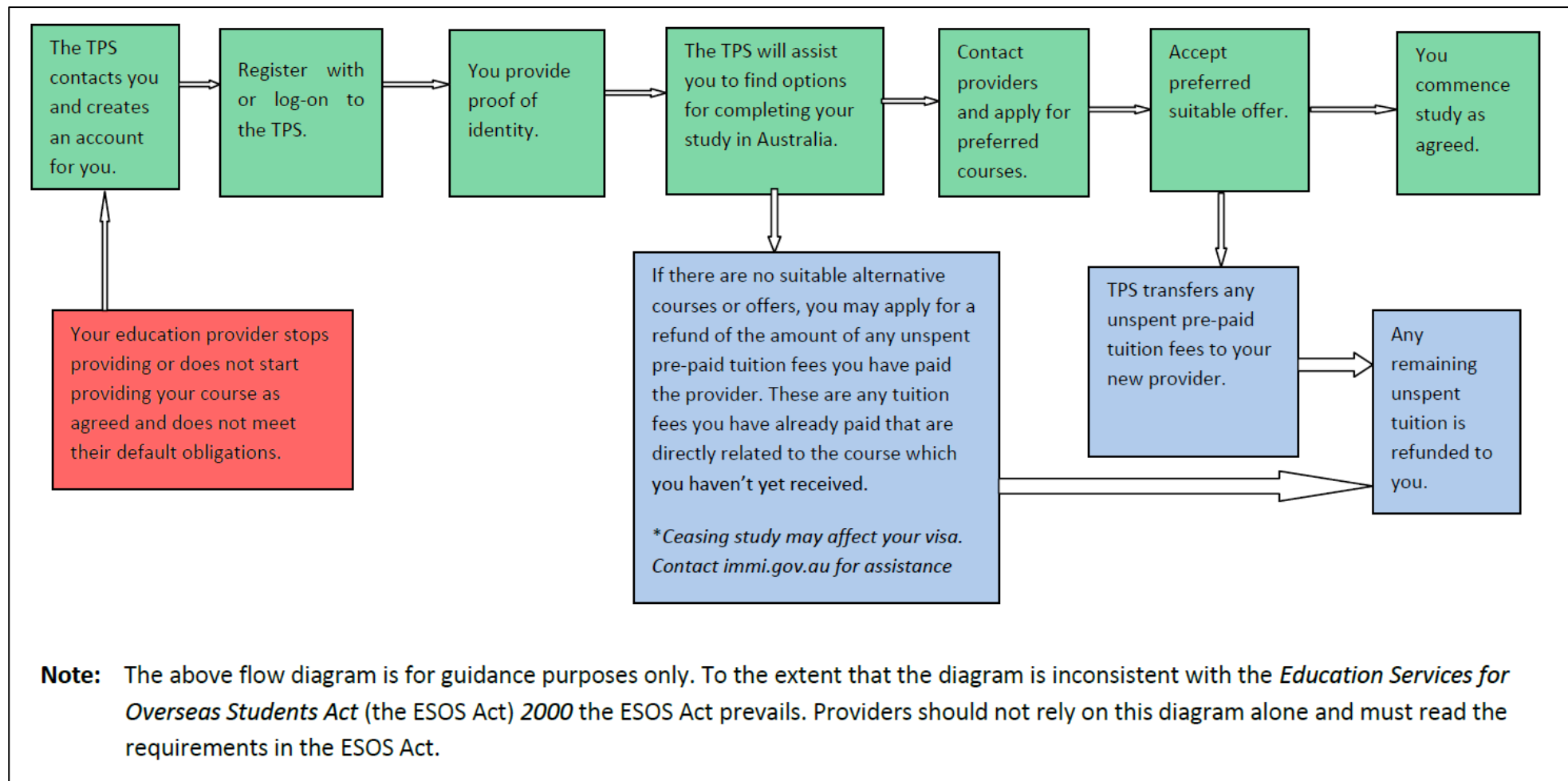
Where the Student accepts a refund of unexpended pre-paid tuition fees from the TPS, they will be required to comply with all relevant immigration requirements and should note that this may have an impact on their Student Visa. Where the Student wishes to obtain further information about the Tuition Protection Service (TPS), it can be found at the following website:

<https://tps.gov.au/StaticContent/Get/StudentInformation>

Finally, if the BAA cannot place the Student in a suitable alternative course and is unable to offer a refund of unspent tuition fees, the Tuition Protection Service (TPS) will attempt to place the Student in a suitable alternative course or, if this is not possible, Students will be eligible for a refund as calculated by the TPS. If BAA is not in a position to refund the unexpended pre-paid tuition fees, BAA will notify the TPS Director within three (3) business days of the default or intention to default. At this time, BAA will have fourteen (14) days to satisfy its tuition protection obligations to current Students. Subsequent to the fourteen (14) days lapsing, BAA will have a further seven (7) days to advise the TPS Director of the final outcome.

For further information relating to the Tuition Protection Service (TPS), see Appendix A for a diagram provided for International Students by the TPS.

## Appendix A



## Document Control

Version	Date	Author	Change Description
1.0	1.06.2018	BAA	Creation of policy
1.1	14 February 2020	BAA	Review and update
	<Select date>		
	<Select date>		