



# Management of Tuition Fees Policy

## TABLE OF CONTENTS

1.	PURPOSE.....	3
2.	SCOPE.....	3
3.	DEFINITIONS.....	3
4.	POLICY STATEMENT .....	3
	PAYMENT OF FEES.....	3
	PAYMENT METHODS .....	3
	COOLING-OFF PERIOD.....	3
	CANCELLATION OF ENROLMENT .....	4
	COURSE DEFERMENT.....	4
	CANCELLATION OF COURSE.....	4
	TRANSFER TO ANOTHER COLLEGE.....	4
	CHANGE COURSE.....	4
	FEE PROTECTION.....	5
	REFUNDS - GENERAL.....	5
	REFUNDS – VISA REFUSAL .....	5
	REFUSAL OF REFUNDS.....	5
	TIMEFRAME FOR REFUND PROCESSING.....	5
	REFUND APPEALS .....	6
	PAYMENT OF REFUNDS.....	6
	OBLIGATION TO NOTIFY .....	6
	FAILURE TO PAY FEES.....	6
5.	RESPONSIBILITIES .....	6

## 1. PURPOSE

- 1.1 This document specifies Laneway Education's (the College) management of tuition fees policy. It sets out guidance to staff and learners regarding:
- 1.1.1 fees that must be paid to the College;
  - 1.1.2 payment terms and conditions, including deposits and refunds;
  - 1.1.3 a learner's rights as a consumer, including any statutory cooling-off period, if one applies;
  - 1.1.4 a learner's right to obtain a refund for services not provided by the College in the event the:
    - a) arrangement is terminated early; or
    - b) the College fails to provide the services.

## 2. SCOPE

- 2.1 This document applies to all staff and learners in the College.

## 3. DEFINITIONS

- 3.1 *Non-tuition fees* include books and equipment, health insurance, administration, accommodation, and assistance to apply for or hold a student visa.
- 3.2 *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.
- 3.3 *Cooling-Off period* is inclusive of business days and weekends

## 4. POLICY STATEMENT

### Payment of Fees

- 4.1 Learners have the choice to pay their tuition fees in full or over agreed instalments.
- 4.2 If a learner decides not to pay their tuition fees in full, an initial minimum payment is required at the time of enrolment.
- 4.3 The remaining course fees, if any, are to be paid in alignment with the agreed instalment plan as listed on the learner's Letter of Offer, over the remainder of the course.

### Payment Methods

- 4.4 Fees can be paid in the following methods:
- 4.4.1 Bank deposit;
  - 4.4.2 Bank cheque;
  - 4.4.3 Electronic bank transfer;
  - 4.4.4 EFTPOS;
  - 4.4.5 Credit card; or
  - 4.4.6 Cash.

### Cooling-Off Period

- 4.5 The College offers a 10-day cooling off period that commences from the date the learner signs their Student Enrolment Agreement, indicating their understanding and acceptance of the College terms and conditions.

- 4.6 If, during this 10-day cooling off period, a learner informs the College that they do not wish to continue with their enrolment, they will be entitled to a full refund of the tuition fees paid and their enrolment will be cancelled.

### **Cancellation of Enrolment**

- 4.7 An enrolment cancellation initiated by a learner *after* the 10-day cooling off period but before the commencement of the course, must be made to the College in writing and is deemed to take effect on receipt of that written notification.
- 4.8 If a learner cancels their enrolment more than 28 days prior to the course commencement date, they will be entitled to a full refund of the tuition fees paid less a \$250 cancellation fee and their enrolment will be cancelled.
- 4.9 If a learner cancels their enrolment between 28 days and 14 days prior to the course commencement date, they will be entitled to a full refund of the tuition fees paid less a \$500 cancellation fee and their enrolment will be cancelled.
- 4.10 If a learner cancels their enrolment 14 days or less prior to the course commencement date, they will not be entitled to a refund of the tuition fees paid and their enrolment will be cancelled.
- 4.11 There will be no refund of tuition fees paid if a learner cancels their enrolment after the commencement of the course.

### **Course Deferment**

- 4.12 If a learner defers their intended course start date prior to the course commencement date, a \$50 change fee will apply.
- 4.13 If a learner is granted a course deferment and later cancels their enrolment at least 14 days prior to the new course commencement date, the learner will be entitled to a refund of tuition fees paid less a \$750 cancellation fee and their enrolment will be cancelled.
- 4.14 If a learner is granted a course deferment and later cancels their enrolment less than 14 days prior to the new course commencement date, they will not be entitled to a refund of the tuition fees paid and their enrolment will be cancelled.

### **Cancellation of Course**

- 4.15 If the College is unable to provide services for which the learner has prepaid, the learner will:
- 4.15.1 be placed into an equivalent course such that:
    - a) the new location is suitable to the learner; and
    - b) the learner receives the full services for which they have prepaid at no additional cost to the learner; or
  - 4.15.2 be paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount (\$1,500.00) within 14 days.

### **Transfer to Another College**

- 4.16 Where a learner seeks to transfer their enrolment to another college, the learner shall not be entitled to a refund of any course fees paid.
- 4.17 The learner seeking to transfer to another provider must settle all outstanding fees prior to being granted a release.

### **Change Course**

- 4.18 Should a learner wish to change their course, the request must be made in writing to the College.

- 4.19 Any changes to a different course after commencement of the first course will incur an administration fee of \$500.00.

### **Fee Protection**

- 4.20 Fee payments are protected by our admission to the Tuition Protection Service.

### **Refunds - General**

- 4.21 All applications for a refund of tuition fees paid to us are to be made when completing a course Withdrawal Form.
- 4.22 A completed Course Withdrawal Form may be accompanied by evidence to support the application.
- 4.23 Course Withdrawal Forms are available from the College website.
- 4.24 The College will provide a full refund of any tuition fees paid, less a \$200 administration fee, if:
- 4.24.1 political or civil unrest or natural disasters prevent the learner leaving their home country or paying fees in full;
  - 4.24.2 the learner is unable to commence their course because of a serious and prolonged illness, disability or death of a parent, sibling, spouse or child;
- 4.25 The College will provide a full refund of any tuition fees paid if:
- 4.25.1 the offer of a place is withdrawn;
  - 4.25.2 the course which was applied for is no longer offered; or
  - 4.25.3 we refuse to enrol the learner in a course.

### **Refunds – Visa refusal**

- 4.26 In the case of a visa refusal:
- 4.26.1 if the application for a visa to study in Australia is rejected before the commencement date of the enrolled course and Laneway Education receives notification in writing and a copy of the Australian Embassy rejection letter at least 24 hours prior to the commencement date of your course, the College will provide a full refund of any tuition fees paid less a \$200 administration fee.
  - 4.26.2 if the application for a visa to study in Australia is rejected after the commencement date of the enrolled course or if Laneway Education receives notification in writing and a copy of the Australian Embassy rejection letter after the commencement date of the enrolled course, the College will provide a refund on a pro-rata basis for any unused tuition fees paid less a \$200 administration fee.

### **Refusal of Refunds**

- 4.27 A refund will not be provided:
- 4.27.1 in any circumstances where the learner has supplied fraudulent, forged or deliberately misleading documentation;
  - 4.27.2 where the learner has had their enrolment terminated due to either academic or behavioral misconduct;
  - 4.27.3 if a request for a refund is submitted after the learner has had their enrolment terminated due to non-payment of course fees.

### **Timeframe for Refund Processing**

- 4.28 All applications for refund shall be determined within 10 working days.

## **Refund Appeals**

4.29 Learners who are not satisfied with the outcome of the refund process may access the College complaints and appeals process.

## **Payment of Refunds**

4.30 Once approved, refunds will be credited to the learner's account or where an account is named as the source account within the contract, to that account, within 28 days and will be based on the Australian dollar fee for the course rather than any foreign currency amount.

4.31 If the course is being terminated, the amount will be paid within four weeks after the written notification date by electronic transfer to a bank. The College will not compensate learners for any exchange rate differences or transfer costs that have occurred when undertaking foreign currency exchange.

## **Obligation to Notify**

4.32 Learners must notify the College in writing of their intention to cease enrolment, and they remain liable for any course fees due up until that date.

4.33 The date that the College confirms receipt of the notice will be the date used for all calculations.

## **Failure to Pay Fees**

4.34 It is the learner's responsibility to pay fees on time according to the payment plan agreed upon at time of course enrolment. A late payment fee of \$120 will be applied to students that pay owed fees after the due date.

4.35 Should a learner require an extension for their fee payments, they must apply in writing via email to the College at least two weeks prior to fees being due.

4.36 Should a learner not pay fees on time according to the payment plan agreed upon at time of course enrolment, and not discuss their payment issues with the College, the College will inform the learner in writing of its intention to cancel their enrolment. The learner will be provided with 20 working days in which to access the College's complaints and appeals process.

4.37 If the learner chooses not to access the College's complaints and appeals process, the College will cancel the learner's enrolment and notify the Department of Home Affairs via PRISMS.

4.38 The learner will be advised to contact the Department of Home Affairs regarding the impact on their student visa.

## **5. RESPONSIBILITIES**

5.1 Laneway Education implements a RASCI Responsibility Matrix to assign and display responsibilities of individuals to carry out a process within the organisation.

	CEO	Head of Growth	Head of Product	Administration and Enrolment Coordinator	Administration and Enrolment Team Members	Trainers and Assessors	Student Experience Team Members	Growth Team Members	Head of Compliance
R				X	X				
A	X								
S		X	X						
C									X
I						X	X	X	

'R' Responsible – the person who is responsible for carrying out the entrusted task, monitoring compliance and maintaining records.

'A' Accountable (also Approver) – the person who is responsible for the whole task and who is responsible for what has been done.

'S' Support – the person who provides support during the implementation of the process.

'C' Consulted – the person who can provide valuable advice or consultation for the process.

'I' Informed – the person who should be informed about the process.

Policy and Procedure Contact Person	Dan Wortley
Contact Details	dan@laneway.edu.au

Revision History			
Date	Version	Description of Modifications	Approved By
12/06/2017	1.0	Original	Dan Wortley
14/06/2017	1.1	Document style and content edits	Dan Wortley
12/08/2017	1.2	Document style and content edits	Dan Wortley
04/10/2017	1.3	Minor content edits	Dan Wortley
30/11/2017	1.4	Amendment to minimum initial payment amount and minor content edits	Dan Wortley
06/03/2018	1.5	Amendment to initial minimum payment and clarification of refund amounts	Dan Wortley
29/05/2018	1.6	Clarification of refund amounts post course commencement	Dan Wortley
29/08/2018	1.7	Amendment and clarification of refund amounts paid to learners	Dan Wortley
03/01/2019	1.8	Clarification of the application form to be used to request a refund	Dan Wortley
22/03/2019	2.0	Company name change and replacement of repealed Department of Immigration and Border Protection with the Department of Home Affairs	Dan Wortley
04/06/2019	2.1	Minor document format and content edits	Stuart Hicks
18/09/2019	2.2	Addition of definitions section to include the definitions of tuition and non-tuition fees as stated in the newly released ESOS Regulations 2019.	Stuart Hicks
05/02/2020	2.3	Clarification of when the 10-day cooling off period begins. Clarification of refund amount for visa refusal situations	Dan Wortley