

	Title: <b>Fees, Charges and Refund Policy</b>	
	Version: V5.00	Date: 30/03/2016
	Policy Area: Student	Next Review: 01/04/2016
	Approval: Management Team	Signature: <i>TRILAW HARRIS</i>

## Rationale

Vose Seminary is committed to our fees, charges and refunds reflecting an understanding of and adherence to current laws and regulations, and our membership of the Australian College of Theology.

A copy of this policy must be given to all intending and enrolling overseas Learners before any course fees are paid.

Tuition fees for Vose Seminary courses are subject to annual review and the annual tuition fee for a calendar year of study may change usually on 1 January each year. Thus, tuition fees for units studied will be at the rate applicable at the time of study.

## Definitions

**RPL:** Recognition of Prior Learning

**Administrative Date** – the date in the period of presentation of a unit after which payment of the Variation of Enrolment Fee is required up until the Census Date for addition or substitution of a unit for withdrawing from the unit.

**Census Date** – the date against which enrolled load in a unit is tallied.

**HELP** – Refers to Fee-HELP & VET Fee-HELP.

**Withdrawal Date** – the date after the Census Date of a unit and before which a Learner must withdraw from the unit so as not to incur academic penalty.

**DIBP:** Department of Immigration and Border Protection.

## General Principles

The Seminary reserves the right to charge:

- 1) A non-refundable application fee for entry into its courses.

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- 2) A non-refundable facilities fee, either as a one-time payment or on a per-semester basis.
- 3) An annual re-enrolment fee.
- 4) A separate fee for language assessments conducted whether during the application process or subsequently.
- 5) A fee for deferred payment or payment by instalments.
- 6) A fee for subsequent copies of transcripts after the first transcript.
- 7) A fee for assessment of RPL.

## Tuition fees – General Information

Tuition fees cover all Seminary-produced materials required to complete a module or unit. Learners are responsible for the cost of text books.

There shall be separate schedules of fees for units taken through instruction (online or face-to-face) and for units taken as RPL.

Learners withdrawing from a unit after the start of teaching may become liable to a Variation of Enrolment fee (see ***Withdrawal for units – Domestic and Overseas*** below)

Clerical or administrative errors will be rectified within ten (10) working days from the time that notification arrives at the Seminary, except when this involves extra time in relating to a third party.

Following the commencement of a study period, should it come to light that a Learner has outstanding fees owed to the Seminary, the Seminary will notify the Learner of the debt owed as soon as possible. The Seminary will request that any outstanding monies be paid and will list any actions to be taken should this not occur. The Learner will be given an opportunity to follow the guidelines outlined in the Domestic and Overseas Learner Grievance Policies and to appeal any decisions taken by the Seminary in this regard.

Should the Overseas Learner choose not to appeal or if their appeal is unsuccessful, the Seminary reserves the right to report the Learner to the Department of Immigration and Border Protection (where applicable) and cancel the Learner's enrolment.

Learners will be permitted to attend class whilst an appeal process is underway.

Learners have right to:

- a) pay no more than the published fees for the period for which those fees have been set;
- b) a refund for funds overpaid;
- c) an official receipt for payment - provisional receipts apply where the payment method requires clearance (e.g. cheque);

Vose Seminary's Management is responsible to ensure that all financial monitoring, accountability and compliance requests by the VET Regulator is first reported to the Principal and then responded to in a prompt manner. The annual audited account shall be maintained in readiness for review if requested by the Registering Body.

## Tuition fees – Domestic Learners

For Higher Education domestic Learners, tuition fees are paid as follows:

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- d) Full payment of tuition fees is expected by the Admin Date – i.e., Friday of Week 2 – for those units which are taught on a weekly basis for the whole semester;
- e) For those units offered in intensive mode, payment of tuition fees are due before 20% of the intensive is completed i.e., by the end of the second day of a five day intensive;
- f) Domestic Learners may also request that an alternative payment plan be established to cover the cost of tuition via a Direct Debit. Learners who wish to make alternative arrangements for the payment of their tuition fees are encouraged to do so in consultation with the Administrator.
- g) Assessment results are withheld until all fees have been paid for the relevant semester.

For VET domestic Learners, tuition fees are paid as follows:

- h) Full payment of invoices is expected by the Admin Date – i.e., Friday of Week 2 – for those units which are taught on a weekly basis for the whole semester;
- i) For those units offered in intensive mode, payment of invoices are due before 20% of the intensive is completed i.e., by the end of the second day of a five day intensive;
- j) Domestic Learners may also request that an alternative payment plan be established to cover the cost of tuition via a Direct Debit. Learners who wish to make alternative arrangements for the payment of their tuition fees are encouraged to do so in consultation with the Administrator.
- k) Assessment results are withheld until all fees have been paid for the relevant semester.

Refunds will be based on unexpended tuition fees. Prepaid fees will be fixed, so should the cost of tuition increase for units already paid, Learners will not be required to make up the difference.

FEE-HELP & VET-FEE HELP is available to Australian Citizens where Vose is registered to offer it.

Fees paid later than Week 4, may incur a late fee up to 2.5% of total tuition fees.

### **Tuition paid in advance**

Prior to the receipt of fees paid in advance in excess of \$1,500, the Principal or Director of Vose Leadership shall ensure the implementation and enactment of either of the following options:

Vose Seminary holds current membership of a Tuition Assurance Scheme approved by its VET Regulator which, if Vose Seminary is unable to provide services for which the learner has prepaid, must ensure:

- a) the learner will be placed into an equivalent course such that:
  - 1. the new location is geographically close to where the learner had been enrolled; and
  - 2. the learner receives the full services for which they have prepaid at no additional cost to the learner, or;
- b) if an equivalent course cannot be found, the learner is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.

### **Information pertaining specifically to Overseas Learners**

In compliance with the Education Services for Overseas Students (ESOS) Act 2000, and where applicable the ACT [Refund Policy and Agreement for Overseas Students](#), overseas Learners are

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required to pay a percentage of the total course tuition fee prior to commencing studies. The percentage paid in advance may be negotiable.

Semester fees must be paid, on or before the first day of the semester, unless otherwise negotiated.

Fees collected in advance from Learners are protected under the provision of the Tuition Protection Service (TPS). Vose will manage a designated bank account in this regard, where all tuition collected in advance from Overseas Learners will be housed until the Learner commences the course.

Please note, a Learner will be deemed to have defaulted as per Section 47 of the ESOS Act 2000 where the following occurs:

- A Learner does not start or fails to arrive on the first day of the course as nominated by the Seminary (this includes Orientation)
- The Learner withdraws from the course whilst in Australia (before or after the agreed start date)
- Vose Seminary refuses to allow the Learner entry into the course as they have failed to pay the required fees, the Learner has breached a condition of their visa or other misbehavior by the Learner

In the case of a Learners default as stated above, Vose will refund all tuition fees collected in advance to applicable Learners. Student Defaults will be reported to the Secretary and TPS Director within 5 business days of the default, where a Learner does not choose to appeal any decision taken by the Seminary, and within 5 business days of completing the appeal process where a Learner has chosen to take this path. Refunds will be provided to students within 4 weeks of receiving a claim from the student in question. Vose will notify the Secretary and TPS Director within 7 days after this of the outcome of the default, including if a refund has been issued and the amount involved.

After commencement, a student may withdraw from a unit or course at any time during their course of study. However, Learners need to be aware of the consequences of such an action based on the National Code 2007. Overseas Learners are subject to the provisions of the Variation of Enrolment policy as it relates to withdrawing from units and the consequences according to the time in a study period that action occurs. The Variation of Enrolment policy is available on the Seminary's website.

### **Withdrawing from Units – Domestic and Overseas**

Up until the Administrative Date associated with a unit, Learners may withdraw from the unit with no academic or financial penalty.

- No FeeHELP liability will be incurred (not applicable to Overseas Learners).
- Any up-front payments made in relation to the unit will be refunded in full.
- The unit will be deleted from the enrolment record of the student.
- All Learners withdrawing from a unit prior to the Administrative Date will normally be obliged to return all unit material distributed.

After the Administrative Date and up until the end of the Census Date associated with a unit, Learners may withdraw from the unit with no academic penalty.

- The approved Variation of Enrolment Fee applies
- No FeeHELP liability will be incurred (not applicable to Overseas Learners).
- Any up-front payment made in relation to the unit will be refunded in full.
- The unit will remain on the enrolment record with a grade of W (Withdrawn) but will not appear on a student's academic transcript.

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- If a student is able to prove to the satisfaction of the Academic Dean (with the approval of the Management Team) that special circumstances justified the withdrawal after the Administrative Date, the student will be deemed to have withdrawn from the unit before the Administrative Date.

After the Census Date and up to the Withdrawal Date associated with a unit, Learners may withdraw from the unit with no academic penalty.

- The full HELP liability will be incurred (not applicable to Overseas Learners) and any fees paid up-front will not be refunded.
- The Variation of Enrolment fee shall not apply.
- The unit will remain on the enrolment record of the student with a grade of W (Withdrawn).
- Although the unit will appear on the student's academic transcript, it will have no impact upon the calculation of the Grade Point Average (GPA).
- Where a domestic student is able to demonstrate special circumstances apply to their withdrawal from a unit, the student, if FeeHELP has been requested, may apply for re-credit of their HELP balance with respect to that unit. Where the student has paid their tuition fee up-front for the unit, the student will be deemed to have withdrawn from the unit before the census date.

After the Withdrawal Date associated with a unit, Learners who withdraw from a unit will incur an academic penalty of FW (Fail to Withdraw). The unit result will impact upon the calculation of the GPA. There is no refund applicable and Learners will incur their HELP Liability. No Variation of Enrolment Fee applies.

Learners who fail to submit any work but do not formally withdraw will incur an academic penalty of F (Fail). All HELP (not applicable to Overseas Learners) and up-front payment liabilities remain.

Overseas Learners are advised that where they choose to vary their enrolment, they must endeavour, in consultation with the Seminary, to determine the effects on their student visa. Variations in enrolment may affect the length of a student's Confirmation of Enrolment (COE) and either shorten or lengthen their time in Australia for studying purposes. Learners who are seeking to apply for Credit must be referred to the Vose Seminary Credit Transfer and Recognition of Prior Learning Policy.

If a student's visa is cancelled during semester due to a breach of their visa conditions or any other reason allocated by the Department of Immigration and Border Protection, no refunds are applicable.

### **Refunds if the provider defaults – Domestic and Overseas Learners**

Where Vose Seminary is unable to deliver the course to Learners on the date originally nominated or is unable to provide the course at all, it will be subject to the requirements under a "Provider Default" as outlined by the ESOS Act 2000 and the ESOS Regulations 2001. In such circumstances, Vose Seminary will notify Learners in writing of the default within 3 days and will complete the following actions within 14 days ("Provider Obligation Period") after the default day:

- Offer a refund of unused pre-paid tuition fees to all affected Learners
- Arrange for Learners to be offered a place at a suitable alternative provider at the expense of Vose Seminary (Learners will be required to accept the alternative placement in writing prior to implementation)

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Vose will notify the Secretary and Director of the TPS within 3 business days of the default occurring and will notify the same bodies within 7 days of the end of the Provider Obligation Period of the outcome for Learners that was initiated.

Learners are advised that Vose tuition is assured by the Baptist Union of WA and as a registered provider to Overseas Learners, Vose is obliged to contribute to the national Tuition Protection Scheme.

### **Other information concerning the refund of tuition fees**

Refunds will normally be made in the same currencies as the fees were originally paid and will be made in the student's home country except in documented exceptional circumstances.

As it is the student only who enters into the written agreement with the Seminary, and no third party is normally involved, the refund will normally be paid to the student. If the student wishes the refund to be paid to someone else (e.g. in the event that the tuition fees were paid by another person), the student must provide a letter of authority signed by the student and the receiving party, including account details of the receiving party, enabling the Seminary to pay the other party. The letter should be attached to the request for refund.

A notice of withdrawal after commencement due to exceptional circumstances may be accepted as grounds for a total or partial refund of fees, subject to the provision of acceptable documentary evidence in support of the application for a refund. Exceptional circumstances may include:

- Inability to obtain a student visa
- illness or disability
- death of the student or a close family member (parent, sibling, spouse or child)
- political, civil or natural event which prevents full payment of fees.

This policy and agreement, and the availability of the Vose Seminary Dispute Resolution Policy for Overseas Learners, do not remove the right of the student to take further action under Australia's consumer protection laws. Moreover, the dispute resolution procedures of Vose do not circumscribe the student's right to pursue other legal remedies.

In the event that an offer of a place is withdrawn by the Seminary on the grounds that the original offer was made on the basis of incomplete or incorrect information supplied by the student, the Seminary reserves the right to withhold 10% of the tuition fees paid for the first half-year (or \$1000 whichever is the lesser amount) and to refund the balance.

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## Appendix: Document History and Version Control Record

**Document Title:** Fees, Charges and Refund Policy

**Source Documents:** Audit Ready Stock Policy(for aspects of D5.00)

**Associated Internal Documents:**

**Associated External Documents** ACT Refund Policy and Agreement for Overseas Students  
ACT Variation of Enrolment Policy  
Education Services for Overseas Students Act 2000  
[Standard 5.3](#)

**Authorised Officer:** Compliance Officer

**Approved by:** Management Team

**Date of Approval:** 30 March 2016

**Assigned Review Period:** as per review calendar

**Date of Next Review:** 01/04/2016

Version Number	Version Date	Authorised Officer	Amendment Details
1.00	15/07/2002	College Board	This document based, in-part, on material prepared by © Ross Woods, 1999 and 2002. It is provided to BTCWA on unrestricted license
2.00	14/05/2005	College Board	Policy Revised
3.00	16/10/2007	Management Committee	Policy Revised
3.01	?	Union Council	Policy Revised
D3.02	1/7/2013	JV	Policy separated from the General Policy Handbook. Draft amendments & suggestions highlighted yellow. Document modified to include current history and version controls.
D3.03	19/8/2013	JV	Policy modified to reflect most recent tuition protection regulations. Modifications highlighted green.
D3.04	17/9/2013	Executive Team	Policy formally adjusted and updated.
4.00	1/7/2014	Executive Team	Policy revised to include information about the TPS and further information around refunding students.
V5.00	12/03/2016	DB	Policy updated to incorporate Domestic TPS policy and Vose enactments therein, and further minor changes to ensure compliance. Amended all notices of ' <i>International Students</i> ' to read ' <i>Overseas Student</i> '

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