

 The logo for Vose Seminary features a stylized orange fan-like shape above the text 'vose' in blue and 'seminary' in orange.	Title: Fees, Charges and Refund Policy	
	Version: V5.00	Date: 17/3/2015
	Policy Area: Student	Next Review: 17/3/2016
	Approval: Management Team	Signature: 

NOTE: This policy will only be officially signed off and uploaded to the organisation's website when Vose Seminary becomes an approved Registered VET Fee-Help Provider.

Rationale

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

A copy of this policy must be given to all intending and enrolling overseas students 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 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.

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

DIBP: Department of Immigration and Border Protection.

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General Principles

The Seminary reserves the right to charge:

- 1) A non-refundable application fee for entry into its courses (excludes Help Students).
- 2) An annual re-enrolment fee (excludes Help Students).
- 3) A separate fee for language assessments conducted whether during the application process or subsequently.
- 4) A fee for deferred payment or payment by instalments (excludes Help Students).
- 5) A fee for subsequent copies of transcripts after the first transcript.
- 6) A fee for assessment of RPL.

Tuition fees – General Information

Tuition fees cover all Seminary-produced materials required to complete the module. Students are responsible for the cost of text books. Please refer to the latest Tuition Fees Schedule for further information.

There shall be separate schedules of fees for units taken through instruction and for units taken as RPL.

Students withdrawing from a unit after the Administrative Date will be liable to a Variation of Enrolment Fee.

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

Following the commencement of a study period, should it come to light that a student has outstanding fees owed to the Seminary, the Seminary will notify the student 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 student will be given an opportunity to follow the guidelines outlined in the Domestic and International Student Grievance Policies and to appeal any decisions taken by the Seminary in this regard.

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

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

Students 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 payment method requires clearance (e.g. cheque);

Tuition fees – Domestic Students (Excludes Help Applicants)

For Higher Education domestic students, 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 students may also request that an alternative payment plan be established to cover the cost of tuition via a Direct Debit. Students 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 students, tuition fees are paid as follows (Excludes Help Applicants):

- h) As a general rule, Vose will accept payment of no more than \$1000 from each individual student prior to the commencement of the course. Following course commencement, Vose will require payment of additional fees in advance from the student but only such that at any given time, the total amount required to be paid which is attributable to tuition or other services yet to be delivered to the student does not exceed \$1,500
- i) 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;
- j) 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;
- k) Domestic students may also request that an alternative payment plan be established to cover the cost of tuition via a Direct Debit. Students who wish to make alternative arrangements for the payment of their tuition fees are encouraged to do so in consultation with the Administrator.
- l) 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, students will not be required to make up the difference.

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

Information pertaining specifically to International Students

In compliance with the ESOS Act 2000, and where applicable the ACT [Refund Policy and Agreement for Overseas Students](#), overseas students are required to pay a percentage of the total course tuition fee prior to commencing studies. The percentage paid in advance may be negotiable.

Fees collected in advance from students 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 international students will be housed until the student commences the course.

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

- A student does not start or fails to arrive on the first day of the course as nominated by the Seminary (this includes Orientation)

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- The student withdraws from the course whilst in Australia (before or after the agreed start date)
- Vose Seminary refuses to allow the student entry into the course as they have failed to pay the required fees, the student has breached a condition of their visa or other misbehavior by the student

In the case of a student default as stated above, Vose will refund all tuition fees collected in advance to applicable students. Student Defaults will be reported to the Secretary and TPS Director within 5 business days of the default, where a student does not choose to appeal any decision taken by the Seminary, and within 5 business days of completing the appeal process where a student 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, students need to be aware of the consequences of such an action based on the National Code 2007. Overseas students 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 (including Help Applicants) and International

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

- No Help liability will be incurred (not applicable to International Students).
- 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 students 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, students may withdraw from the unit with no academic penalty.

- The approved Variation of Enrolment Fee applies
- No Help liability will be incurred (not applicable to International Students).
- 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.
- 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, students may withdraw from the unit with no academic penalty.

- The full Help liability will be incurred (not applicable to International Students) 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).

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- Where a domestic student is able to demonstrate special circumstances apply to their withdrawal from a unit, the student, if Help 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, students 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 students will incur their Help Liability. No Variation of Enrolment Fee applies.

The Fees for 2015 are:

- Add or Substitute a Unit after Administrative Date
 - **\$120/unit**
- Withdraw from a unit after Administrative Date and before Census Date
 - **\$360/unit**

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

International Students 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. Students 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.

Further information applicable to Help Applicants

A student who is, or would be, eligible for Help and has requested Fee-Help Assistance, who withdraws from a unit on or before the census date will not incur a Fee-Help debt for the tuition fees for that unit.

Students who have requested HELP Assistance who remain enrolled after the published census date will incur a HELP debt. A student who withdraws from a unit after the published census date for that unit will incur a HELP debt for that unit.

Re-crediting a FEE-HELP Balance

Students who withdraw from a unit after the published census date, or fail to complete a unit, may apply to have their HELP balance re-credited with respect to the unit if they believe special circumstances apply in accordance with the following procedures.

Special Circumstances

If a student withdraws from a unit after the published census date for that unit, or has been unable to successfully complete a unit and believes this was due to special circumstances, the student may apply to have their Fee-Help balance re-credited for the affected unit/s.

Vose Seminary will re-credit the student's Fee-Help Balance if it is satisfied that special circumstances apply where:

1. The student's withdrawal or failure to complete are beyond their control, and

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2. These circumstances did not make their full impact on the student until on, or after the census date; and
3. These circumstances were such that it was impractical for the student to complete the requirements for the unit.

For circumstances to be beyond a student's control, the situation should be that which a reasonable person would consider is not due to the student's action or inaction, either direct or indirect, and for which the student is not responsible. The situation must be unusual, uncommon or abnormal to be considered special circumstances.

Special circumstances do not include:

1. Lack of knowledge or understanding of requirements for Fee-Help assistance; or
2. A student's incapacity to repay a Fee-Help debt (repayments are income contingent and the student can apply to the Australian Taxation Office for a deferral of a compulsory repayment in certain circumstances).

Re-credit of a Student's HELP balance: the process

Each application for re-credit of a student's Help balance will be considered on its merits together with all supporting documentation substantiating the special circumstances claim.

The Chief Executive Officer is the designated Help officer for Vose Seminary. The above officer is responsible for the assessment of a student's request for a re-credit of their Fee-Help balance due to special circumstances and for the initial decision regarding the request.

1. A student must apply in writing to the Registrar within 12 months of the withdrawal date, or if the student has not withdrawn, within 12 months of the specified completion date of the unit. Vose Seminary has the discretion to waive this requirement if it is satisfied that it was not possible for the application to be made within the 6 week period specified. Relevant supporting documentation will be required to substantiate the claim.
2. The application for re-crediting a Fee-Help balance must include details of the:
 - Unit(s) for which a student is seeking to have a Fee-Help balance re-credited and
 - Special circumstances as referred to above, including supporting documentation.
3. Vose Seminary will consider each application within fifteen (15) working days of receipt of the application. It will consider each request to re-credit a Help balance in accordance with the requirements of Schedule 1A of the Act. Applicants will be notified in writing of the decision within five (5) working days of the decision being made.

Review of Decision

- 1) Where Vose Seminary makes a decision not to re-credit a student's Help balance, that decision may be subject to review.
- 2) If a student is not satisfied with the decision made by Vose Seminary, the student may apply, within 28 days of the receipt of the original decision, for a review of the decision. The application for review must:
 - Be made within 28 days of receipt of the original decision
 - Include the date of the original decision
 - State fully the reasons for applying for the review

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- Include any additional relevant evidence
- 3) Applications should be made in writing to the Chief Executive Officer as the designated Review Officer of any decisions relating to a request for re-crediting of a Help balance.

Note: The Review Officer is senior to the designated Help officer responsible for the original decision and was not involved in making the original decision to be reviewed.

- 4) The Review Officer will:
- Acknowledge receipt of the application for review of a decision in writing within 10 working days; and
 - Inform the Student that if the Review Officer has not advised them of a decision within 45 days of receipt of the application for review, it is taken that the Review Officer has confirmed the original decision.
- 5) The Review Officer will then:
- Review the information from the original decision and then assess any new evidence provided by the student
 - Provide written notice to the student of the decision, setting out the reasons for the decision
 - Inform the student of their right to apply to the Administrative Appeals Tribunal if they disagree with the review decision, and timelines involved (see below).

Reconsideration by the Administration Appeals Tribunal

At the time of the original decision, and at the time of the subsequent review decision, the student will be notified of their review rights and responsibilities. The relevant officer will inform a student in writing of their right to appeal to the Administrative Appeals Tribunal (AAT) if they are not satisfied with the outcome and the contact details of the closest AAT office and the approximate costs of lodging an appeal. The application must be lodged at the AAT within 28 days of receiving written notice of the review decision. This time limitation can be extended in limited circumstances by order of the AAT.

Full details of the application process and fees payable are available on the AAT's website: www.aat.gov.au. An application fee may have to be paid, in the amount of \$816 (from 1 July 2012) and is subject to change. Applications cannot proceed until the fee has been paid or waived. Applications for fee waiver must be made to the AAT. Refer to the AAT website for more details.

AAT Contact Details

Administrative Appeals Tribunal Perth Street address:

Level 5
111 St Georges Terrace
Perth WA 6000

Postal address:

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Administrative Appeals Tribunal
GPO Box 9955
Perth WA 6848
Ph: (08) 9327 7200 (metropolitan area)
Ph: 1300 366 700 (country areas)
Fax: (08) 9327 7299

Email: Perth.Registry@aat.gov.au

The Secretary of the Department, or the Secretary's delegate, will be the respondent for cases that are brought before the AAT. Upon the Department's receipt of a notification from the AAT, the Department will notify Vose Seminary that an appeal has been lodged. Upon receipt of this notification from the Department, the Review Officer will provide the Department with copies of all the documents that are relevant to the appeal within ten (10) business days.

Publication

This policy and the procedure are published on the Vose Seminary website to ensure Students have up to date and accurate information publicly available to them.

Other Fees and Charges

Incidental fees and charges are listed on the Vose Seminary Fees Schedule. Items on this list include fees pertaining to the replacement of lost certificates any penalties that may apply in various circumstances.

Refunds if the provider defaults – Domestic and International Students

Where Vose Seminary is unable to deliver the course to students 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 students 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 students
- Arrange for students to be offered a place at a suitable alternative provider at the expense of Vose Seminary (students will be required to accept the alternative placement in writing prior to implementation)

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 students that was initiated.

Please refer to the Statement of VET Tuition Assurance, available on the Vose Seminary website, for further information.

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

Other information concerning the refund of tuition fees (excludes Help Applicants)

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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 International Students, 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:

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

Authorised Officer: Compliance Officer

Approved by: Management Team

Date of Approval: March 2015

Assigned Review Period: 1 year

Date of Next Review: March 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	Management Team	Policy revised to include information about the TPS and further information around refunding students.
D5.00	22/9/2014	B.Smith	Policy drafted to include specific information around Fee-Help loans (incl. reaccrediting a balance).
5.00	17/3/2015	Management Team	Revised policy to include specific information around applying for Fee-Help Assistance.