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## 1. PURPOSE

1.1 The purpose of this policy is to provide overseas students or intending overseas students with information relating to tuition fees and additional charges associated with enrolment in a course with Lennox College prior to and throughout their enrolment.

## 2. **SCOPE**

2.1 The policy applies to all international students currently enrolled, or intending to enrol, at Lennox College.

## 3. POLICY STATEMENT

## Information about Fees and Charges

- 3.1 Overseas students seeking to enrol in a course at Lennox are advised of indicative tuition and nontuition fees, including advice on the potential for changes to fees over the duration of a course and the registered provider's cancellation and refund policies.
- 3.2 Overseas students seeking to enrol in a course are also advised of additional fees and charges that may be incurred throughout their enrolment. Information on tuition and non-tuition fees will be displayed on Lennox's website.
- 3.3 The information provided to each student will include:
- 3.3.1 Application fees, tuition fees, materials fees, health cover fees
- 3.3.2 Additional fees and charges student may incur, including as a result of having their study outcomes re-assessed after their 3<sup>rd</sup> attempt, change to CoE, cancellation fee, fees for late payment of tuition fees, or other circumstances in which additional fees may apply;
- 3.3.3 Payment terms, including the timing and amount of fees to be paid and any non-refundable payments and administration fees;
- 3.3.4 Payment options including that **student's** *option* to pay more than 50 per cent of their tuition fees before they start their course (Such evidence will be maintained in the student file)
- 3.3.5 Lennox does not *require* students to pay more than 50 per cent up front; this must be **initiated by the student** or their sponsor. (Such evidence will be maintained in the student file)
- 3.4 Those seeking to enrol at Lennox will be informed of the fees and charges before signing the written agreement, as all course fees include a non-refundable application fee. This amount is specified on all course information about fees and charges and on the Written Agreement signed by each student prior to entry into a course. The application and material fee is non-refundable except in the instance where Lennox is required to cancel a course due to insufficient numbers or for other unforeseen circumstances.

## Written Agreements

- 3.5 All students must sign the written agreement prior to paying course fees. The agreement outlines the tuition and non-tuition fees, payment options and refund policies;
- 3.6 In listing tuition and non-tuition fees in the written agreement, Lennox will give students a clear guide to the range of fees they may incur throughout the course;
- 3.7 Fees will not be accepted until the student has signed or otherwise accepted the agreement. However, Lennox will accept payment of fees at the same time as receipt of the Written Agreement.
- 3.8 Where fees are received without the Written Agreement being signed, Lennox will inform the student that the payment cannot be processed until the signed Written Agreement is received.

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### Fees paid in Advance

Tuition fees paid before a course commences will be kept in a trust account until overseas students commence their studies at Lennox.

#### What do student fees cover?

- 3.9 Unless otherwise specified, course fees include the cost of all compulsory training and assessment materials. Any optional textbooks and materials that may be recommended but not required for completion of the course, are not included in course fees and will be an additional cost should the student wish to purchase such materials.
- 3.10 All course fees include up to three (3) attempts at assessments per unit. Where an additional assessment is required in order to achieve competency, Lennox reserves the right to charge a student an additional re-assessment fee in accordance with the student's Written Agreement.

## **Terms and Methods of Payment**

- 3.11 In order to accommodate the payment preferences of students, Lennox provides students with payment options. Students can work out a flexible payment plan with Lennox. A student payment plan agreement will be signed, setting out course details and payment schedule.
- 3.12 Students must ensure their fees are paid on or by the due date or in full before each study period, otherwise their enrolment may be cancelled.
- 3.13 Lennox accepts the following methods of payment cheque, money order, credit card, direct debit and direct bank transfer.
- 3.14 Education agents will not be involved in the collection, management or refunding of a student's fees. This is a matter between Lennox and the student.

## **Credit Card Payments**

3.15 Credit card payments (Visa and MasterCard only) can be made over the phone by calling 1300 130 666 and quoting invoice number or by attending the college at the reception desk. There will be a 1.5% surcharge on credit card payments.

#### Late Payment

- 3.16 Where a student is more than 15 days overdue with payments, Lennox reserves the right to suspend training services until payment is made to bring fees up to date.
- 3.17 Where students have made late payments, additional charges will apply.
- 3.18 Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.

#### **Non-Payment of Fees**

- 3.19 It is the responsibility of the student to ensure that fee payments are made promptly in accordance with the signed acceptance and agreement or payment plan:
- 3.19.1 Students must pay the required amount in full on or before 5 pm of the due date.
- 3.19.2 Payments made after due date will incur a compulsory late fee, please refer to "Additional Charges".

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- 3.20 Failure to pay fees may result in any or all of the following until the student pays the full amount:
- 3.20.1 Suspension from attending classes or participating in the course
- 3.20.2 Exclusion from assessment activities
- 3.20.3 Withholding of certification documentation
- 3.20.4 Cancellation of enrolment
- 3.20.5 Exclusion from future enrolments with Lennox
- 3.21 International students will be informed of the possible impact on their visa due to non-payment of fees.
- 3.22 If tuition fees are not paid by the due date:
- 3.22.1 Lennox will issue the student with an initial warning letter for non-payment of fees within 5 days from payment due date, outlining the following:
  - Suspension from the course until full payment is made including exclusion from assessments if required.
- 3.22.2 Lennox will issue the student a further warning letter for non-payment of fees should Lennox not receive any correspondence from the student after the initial warning letter was sent outlining the following:
  - Exclusion from assessment activities
- 3.22.3 Lennox will issue the student a final letter for non-payment of fees should Lennox not receive any correspondence from the student following the second warning letter was sent outlining the following:
  - Intention to cancel enrolment due to non-payment of fees
  - Intent to notify the Department of Education of a change of enrolment status

Please note: If the dues are not cleared within 20 days as notified via invoice, an Intention to Cancel CoE letter could be generated to the student providing him 20 working days to either settle the account or arrange a different payment plan. If no response is received the COE will be cancelled due to Non-Payment of Fees

- 3.23 The student is informed of their right to appeal Lennox's decision within 20 working days of receipt of letter of intent to cancel. The student acceptance and agreement and the availability of Lennox's Complaints and Appeals Policy does not remove the right of the student to take action under Australia's Consumer Protection Law.
- 3.23.1 If the student chooses to access Lennox's appeals process, Lennox does not notify the Department of Education of any change to the student's enrolment status through PRISMS.
- 3.23.2 If the student's appeal is unsuccessful or no appeal has been made and all internal complaints and appeals processes have been completed, Lennox will notify the Department of Education via the Provider Registration and International Student Management System (PRISMS) of the cancellation of the student's enrolment.
- 3.23.3 The student may choose to access an external appeals process as per Lennox's Complaints and Appeals Policy, but Lennox does not have to wait for the outcome of an external appeal before notifying the Department of Education of the change to the student's enrolment status.
- 3.23.4 For long-term outstanding amounts, Lennox utilises the services of a debt recovery agency to ensure the collection of all fees.
- 3.23.5 Where a student has failed to pay outstanding fees in spite of being notified via the first and second outstanding fee warning letters and attends college to receive assistance, s/he will be

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required to sign a student payment plan agreement form that sets out course details, outstanding and total payments due within a required timeframe. If the student still fails to make payment according to the agreement, LENNOX will proceed according to clause 3.22.3 above.

## Additional charges

- 3.24 Course fees do not include the cost of any additional documents required for specific reasons. See charges below for additional documents.
  - > Re-Issue of Testamurs / Statements of attainment \$50 each copy
  - Reassessment Fee \$250.00 (after third attempt)
  - > RPL Fee \$250.00 per unit
  - ➢ Re-Issue of Student Card \$20.00
  - > Late payment of fees \$250.00 per instalment
  - Course Cancellation \$200.00
  - Change to CoE \$200. Not applicable where support has been provided to achieve learning outcomes.
  - > Unit re-enrolment fee \$500.00 (for students who exceed the maximum duration period)

## **Records Management**

Staff members must maintain all records relevant to administering this policy and procedure in the college's recordkeeping system.

## 4. RELEVANT LEGISLATION AND DOCUMENTS

## Documents

International Student Application Form Letter of Offer and Student Written Agreement and Acceptance Course Fees Overdue Letters Notification of CoE Cancellation due Non-payment of Tuition Fees Letter Student Payment Plan Agreement Form

## Legislation

- 4.1 According to The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 *Standard 3* the registered provider must:
  - 3.3.4 List all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their course commences)
  - 3.3.5 Provide details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply.
- 4.2 According to the Standards for Registered Training Organisations (RTOs) 2015 *Standard 2*-Enrolment – fee information:



- 2.1 If your RTO requires individual students to pay fees (this requirement does not apply if you contract with a company to deliver training to their employees, paid for by that company), provide fee information prior to enrolment or commencement of training/ assessment (whichever is earliest) about:
- 2.1.1. All fees payable to your RTO, clearly describing all costs involved with the course.
- 2.1.2. How and when fees must be paid.
- 2.1.3. How to request a refund.
- 2.1.4. The conditions under which a refund would be provided.
- 2.2 If you enrol a student under any loan or delayed payment arrangement (including a VET Student Loans arrangement), you must clearly state the terms of the arrangement, including:
  - 2.2.1 Any debt that may be incurred.
  - 2.2.2 When repayment is required and under what conditions.
  - 2.2.3 Any associated fees, indexation or interest.

## 5 FEEDBACK

College staff and students may provide feedback about this document by emailing: compliance@lennoxcollege.edu.au

## 6 APPROVAL DETAILS

Approval	Details
Approval Authority	CEO
Administrator	Compliance Officer
Version	2.0

Approval and Amendment History	Details of Approving Authority	Date of Approval
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