



University of  
South Australia

Centre for  
English Language

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# TUITION FEES AND CHARGES POLICY

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## SECTION A - INTRODUCTION

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### A.1 Purpose

This policy outlines the basis on which South Australian Institute of Business and Technology Pty Ltd (SAIBT) and Centre for English Language in the University of South Australia (CELUSA) charges student fees. It defines the types of fees and charges and provides the authorities to determine the types of fees; penalties for non-payment; sponsorships and scholarships; and payment terms.

### A.2 Scope

This policy applies to all prospective and current students (including student applicants) at South Australian Institute of Business and Technology Pty Ltd (SAIBT) trading as SAIBT, CELUSA being the Centre for English Language in the University of South Australia.

### A.3 Definitions

Word/Term	Definition
Administrative charge	A fee charged to cover expenses related to record keeping and/or other administrative costs
Census date	For students enrolled in a CELUSA program the census date is the first day of any teaching period  For students enrolled in a SAIBT program the census date is the last working day of week four (4) of any study period
Module	A module is defined as a single unit of study offered during a study period  An ELICOS module is defined as a five week teaching block
Deferral	Where a student has not enrolled for the current study period and wishes to defer until the following study period
Enrolment	The record created in the student management system when an Offer is converted to a state of being accepted
False or misleading information	Information that is not genuine
FEE-HELP	The FEE-HELP Loan Scheme provides a loan for eligible students who are required to pay tuition fees for their study in undergraduate, postgraduate or research award programs. Under FEE-HELP eligible students may choose to defer some or all of their tuition fees for each study period by means of a loan from the Commonwealth Government.
Immigration	Department of Home Affairs
Leave of Absence	An approved suspension of student's studies for a portion of a study period, where the student is currently enrolled in a SAIBT-CELUSA program

Letter of Offer	Written agreement between SAIBT-CELUSA and the student. Once signed this becomes a binding contract and the student becomes responsible for the payment of the fees
Partner Institution	Any institution that the provider has an agreement with to package students
Payment terms	An agreement with SAIBT-CELUSA for a student to pay fees and charges over a period of time
Program	A program is defined as a number of modules leading to an award as specified in the Letter of Offer  An ELICOS program is as defined in the letter of offer
Program fee	The sum of the tuition fees received and any non-tuition fees received (comparable to 'course fees' in legislation)
Study Period	<ul style="list-style-type: none"> <li>• CELUSA - ten teaching weeks unless a shorter period of study as per the student letter of offer and/or module progressions</li> <li>• SAIBT - 12 teaching week trimester</li> </ul>
Termination	A student may be terminated for the following reasons (not exhaustive) <ul style="list-style-type: none"> <li>• Unsatisfactory Academic Progress</li> <li>• Poor Attendance</li> <li>• Academic Misconduct</li> <li>• Non-payment of fees</li> <li>• Any other serious breach of SAIBT-CELUSA rules</li> </ul> Termination is an action initiated by SAIBT-CELUSA
Tuition fees	Includes fees directly related to the provision of a module that SAIBT-CELUSA as the provider is delivering, or offering to deliver. Tuition fees do not generally include such things as health cover, transportation, accommodation, books or equipment even if they are pre-paid by the student directly to SAIBT-CELUSA and purchased by SAIBT-CELUSA on behalf of the student
Upfront fees	Full tuition fees paid directly to SAIBT prior to the commencement of study
Withdrawal from module	Formal withdrawal, initiated by the student, from a single unit of study offered during a study period.
Withdrawal from program	Formal withdrawal, initiated by the student, from the primary award in which the student is enrolled
Inactive Withdrawal from program	A student who does not return to study after arranged holiday break, suspension, deferral or leave of absence, or fails to enrol in any module(s) for a compulsory study period.

## A.4 Acronyms

<b>Abbreviation</b>	<b>Phrase or Word</b>
CAN	Commonwealth Assistance Notice
CoE	Confirmation of Enrolment

ELICOS	English Language Intensive Courses for Overseas Students
OSHC	Overseas Student Health Cover
RPL	Recognition of Prior Learning

## SECTION B - POLICY STATEMENT

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### B.1 Principles

This policy outlines the basis on which SAIBT-CELUSA charges student fees for various activities.

To be considered enrolled students will have paid any enrolment, tuition and administrative fees or charges, or arranged a payment plan prior to commencement at of studies in any study period.

### B.2 Policy

#### 1 Fees and charges

- 1.1** SAIBT-CELUSA may charge fees for enrolment, tuition, penalties, materials provision and various other activities. Charges will be set by delegated authorities, see Schedule 1.

#### 2 Fee schedule and fee inclusions

- 2.1** The tuition fees are charged according to the approved tuition fee for the program. Program fees for international and domestic students are available from <https://www.saibt.sa.edu.au/fees>.
- 2.2** The tuition fee which a student is charged for a study period is calculated in accordance with the number of modules they undertake. If a student is granted RPL the fees/refunds/penalties will be based on credit points net of exemptions. When an applicant accepts a place offered by SAIBT-CELUSA by paying the fees, a binding contract is created between the student and SAIBT-CELUSA.
- 2.3** If a student has been suspended or withdrawn and is later re-admitted to a SAIBT-CELUSA program, the student is liable for the fee that applies at the time of re-enrolment
- 2.4** SAIBT-CELUSA has the right to increase tuition fees and charges from time to time without notice.

#### 3 Payment of fees

- 3.1** Students must pay upfront fees, unless they have opted to use the FEE HELP loan scheme (Section 7) or have entered into payment terms (Section 8).
- 3.2** Applicants will receive a Letter of Offer which outlines all fees for the program undertaken, the due date for payment of fees and payment details. In order to secure their place, students are required to pay fees as outlined in the Letter of Offer. The final tuition fees incurred may vary depending on unit selections, study load and promptness of payment. SAIBT-CELUSA will hold a credit to the student account where the incurred Tuition Fees are less than the amount paid in advance.
- 3.3** Throughout their enrolment, students are required to pay fees for each study period by the due date.
- 3.4** A student who fails to pay their tuition fees in full by the due date may have their enrolment terminated and, in the case of international students, subsequently reported to Immigration for Cancellation of Enrolment due to non-payment of fees (refer to section 5).

#### 4 Late payment of fees

- 4.1** Payments not made by the due date will incur a late payment penalty. This charge is in addition to any late enrolment fees that may be incurred.

- 4.2** If fees remain unpaid after Week 4, or if the payment terms arrangements are consistently broken, appropriate action will be taken by SAIBT-CELUSA.
- 4.3** All debts must be settled before exams are taken. Final results will be withheld until full payment, including late penalty charges, have been received.
- 4.4** Students will not be allowed to re-enrol in further modules until all debts are paid, or the student has entered into payment terms with SAIBT-CELUSA.

## **5 Penalties for non-payment or partial payment of fees and charges**

- 5.1** Where a student's account for tuition fees and other charges has an amount that is overdue, a late payment fee will be imposed and a financial penalty may be placed on the student.
- 5.2** If a student discontinues their enrolment, re-admission will be refused until the outstanding balance, including late charges, is paid in full.
- 5.3** In specific cases, SAIBT-CELUSA may terminate a student's enrolment during the study period on the grounds that, as at the due date, the student has not paid the outstanding balance of tuition fees.
- 5.4** Where a student's enrolment has been terminated they may be reinstated if they pay the fees and charges due (including the late payment charge) and the reinstatement charge within 14 days of the notice of termination.
- 5.5** An international student who has not paid their fees may be reported to Immigration and may have their Confirmation of Enrolment (CoE) cancelled.
- 5.6** SAIBT-CELUSA reserves the right to initiate debt collection, where deemed necessary, to collect outstanding payments.

## **6 International students**

- 6.1** Tuition fees for international students are governed by Division 2 of the Education Services to Overseas Students (ESOS) Act 2000 which deals with a registered providers obligation in relation to:
  - limitation on the amount a registered provider can received from an overseas student or intending overseas student in respect to tuition fees;
  - obligation for registered provider to maintain an account with an Australian Authorised Deposit-taking Institution (ADI) where tuition fees received in advance are to be deposited; and
  - related obligation in relation to the account money including timing of withdrawals and ensuring that sufficient amount is available in line with the requirement of the ESOS Act
- 6.2 Overseas Student Health Cover (OSHC)**
  - 6.2.1** It is a condition of an international student visa that the student obtains and maintains OSHC for the duration of their time in Australia. To ensure international students meet this visa condition, SAIBT-CELUSA will charge OSHC for the length of the students' visa.
  - 6.2.2** SAIBT-CELUSA offers OSHC cover to students through its preferred provider. Cost of the cover is included in the Letter of Offer. Students wishing take out OSHC with the SAIBT-CELUSA provider are required to pay for the cover on acceptance of the Letter of Offer.

- 6.2.3** Students may arrange their own OSHC, at their own cost. Upon receipt of proof that cover has been approved by and paid to another provider, SAIBT-CELUSA will reverse its own OSHC charge. Proof of other cover must be provided with the acceptance of the Letter of Offer.
- 6.2.4** Refunds are given in exceptional circumstances and are subject to approval by the College Director.

## **7 Domestic students**

### **7.1 Commonwealth Loan Scheme – FEE-HELP**

- 7.1.1** In accordance with Government policy, domestic students may be eligible to obtain a loan under the FEE-HELP Scheme to pay all or part of their tuition fees. For information on eligibility criteria go to <https://www.studyassist.gov.au/help-loans-and-csps/fee-help>
- 7.1.2** The provisions of the Commonwealth Loans Scheme FEE-HELP are determined by the Commonwealth Government. The policy in this section is always subject to the Higher Education Support Act 2003, as amended, and its related Guidelines.
- 7.1.3** A student who provides false or misleading information in their FEE-HELP application shall have their Letter of Offer withdrawn and their enrolment terminated.
- 7.1.4** A FEE-HELP loan is program-specific. If the student enrolls in a different program, a separate FEE-HELP Loan Request Form must be lodged.
- 7.1.5** For further information on FEE-HELP go here: <https://www.studyassist.gov.au/help-loans-and-csps/fee-help>

### **7.2 Notice of FEE-HELP liability**

- 7.2.1** Students are advised of the census date and advised that they will incur a Fee-HELP debt of their tuition fees for the modules they remain enrolled in past the census date.
- 7.2.2** Each study period, the student will be provided with a Commonwealth Assistance Notice (CAN) setting out the amount of their tuition fees and the amount which has been converted to a FEE-HELP Loan.
- 7.2.3** Students have 14 days from the date of the CAN to advise SAIBT-CELUSA if they believe that there is an error in the CAN.
- 7.2.4** Upon investigation, if the CAN is in error, SAIBT-CELUSA will issue an amended CAN.

### **7.3 Students not eligible for FEE-HELP**

- 7.3.1** A student who does not qualify for FEE-HELP may be eligible for payment terms (refer to Section 8).

## **8 Payment terms**

- 8.1** Students may be permitted to pay certain fees and charges over a period of time in the form of payment terms.
- 8.2** Payment terms are not available for penalty charges, library fines, and charges for accommodation, Overseas Student Health Cover (OSHC), printing or other services.



**8.3** Students who have opted to access the FEE-HELP loan scheme are not eligible for payment terms for tuition fees.

**8.4 Standard Payment Terms**

**8.4.1** Students may apply for payment terms. Each application for payment terms will be determined on a case-by-case basis based on the student's academic and financial history, attendance, and reasons for the application.

To be eligible for payment terms, an International student is required to:

- Pay a minimum of 2 modules fee upfront for a third or fourth module(s), and
- Documentary evidence that supports financial hardships

**8.4.2** Students must have no outstanding fees in the previous study period.

**8.4.3** The first instalment must be paid by the Friday of Week 3 and the last instalment must be paid by the end of the teaching week 12.

**8.4.4** Payment terms are not available if students' study only one module for the Study Period.

**8.5 Non-Standard Payment Terms**

**8.5.1** All students may be able to negotiate payment terms that are different from the standard payment terms described in 8.4.

These are determined on a case by case basis and should be approved by the College Director and Principal, or nominee.

**9 Sponsorships and Scholarships**

**9.1** This section applies to international students, where there is an agreement between SAIBT-CELUSA and a sponsor for all or part of the student's fees to be paid to SAIBT-CELUSA by the sponsor.

**9.1.1** To confirm sponsorship agreement, the sponsor must provide a Financial Guarantee to SAIBT-CELUSA. The Financial Guarantee must specify:

- The student(s) to whom the sponsorship agreement applies
- Any limitation which may be placed on the student as a condition of the sponsorship agreement, such as which program they may be enrolled in or which modules must be undertaken
- The charges which are included within the financial guarantee
- The time period (years, trimesters) to which the sponsorship agreement applies

**9.2 Implementation of a Sponsorship agreement**

**9.2.1** A Statement of Account is issued to the student indicating the portion of fees and charges which the student is liable for under the sponsorship agreement. Students are required to pay their portion of the charges by the due date as specified on the Statement of Account.

**9.2.2** A separate invoice is issued to the sponsor for the portion of the student's fees and charges which the sponsor is liable for under the sponsorship agreement.

**9.3 Obligation of student**

- 9.3.1** Where the sponsorship agreement does not apply to the total amount of tuition fees and any other charges, the student is required to pay the balance of the tuition fees outlined in the Letter of offer by the due date.
- 9.3.2** A late payment fee will be charged if the amount due is not paid in full by the due date. Penalties for non-payment or partial payment will be applied to the portion of fees and charges for which the student is liable under the sponsor agreement.
- 9.3.3** Where validity of a Financial Guarantee from a sponsor has expired, it is the student's responsibility to secure additional Financial Guarantee from their sponsor. SAIBT reserves the right to refuse enrolment or impose to the student that full tuition fees are paid to cover unpaid tuition fees (if any) as a result of an expired Financial Guarantee.

#### **9.4 Obligation of sponsors**

- 9.4.1** Payment by the sponsor is required according to the Statement of Account and invoice sent to the sponsoring body by SAIBT-CELUSA.
- 9.4.2** SAIBT-CELUSA reserves the right to refuse enrolment if a student or sponsor fails to provide an up to date financial guarantee.
- 9.4.3** Sponsors will be subject to Navitas policy for debt recovery procedures and at the discretion of the Commercial Finance Manager or nominee may have legal action imposed to recover such charges as are outstanding.
- 9.4.4** A sponsor's debt would not normally cause a financial encumbrance to be placed on a student. However in specific circumstances such action may be taken following consultation between the Director Marketing and Admissions or the College Director or nominee.
- 9.4.5** If a financial encumbrance is placed on a student due to a sponsor debt the student will be informed of such action by the Commercial Finance Manager or Nominee.

#### **9.5 Extension of due date**

- 9.5.1** Sponsors may liaise with SAIBT-CELUSA to negotiate extension to the due date for a sponsor payment.

#### **9.6 Scholarships**

- 9.6.1** Where a student is awarded a scholarship (Navitas or other) which includes the payment of all or part of the student's tuition fees, the implementation of the payment of tuition fees will be conducted as a sponsorship agreement in accordance with this section.
- 9.6.2** Where the donor of the scholarship is external to SAIBT-CELUSA, the donor will be recorded as the sponsor of the student and the details of the donor's scholarship agreement will form the basis of the sponsor agreement.
- 9.6.3** Where the donor of the scholarship is Navitas, the scholarship arrangements are followed as per arrangements with Navitas. Navitas will notify the Finance office of the details of the student who is awarded the scholarship.

### **10 Refund of fees**

- 10.1** Please refer to the **Fee Refund Policy**.

- 10.2** For deferral, leave of absence, withdrawal, suspension or cancellation, please refer to the **Deferral, Leave of Absence, Withdrawal, Suspension or Cancellation Policy**.

## SECTION C - GOVERNANCE

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### C.1 Responsibility

<b>Identification</b>	Tuition Fees and Charges Policy
<b>Policy Owner</b>	Commercial Finance Manager
<b>Approving Authority</b>	SAIBT Executive Group
<b>Initial Issue date</b>	October 2018
<b>Directory Location</b>	Document management, Policies, SAIBT, Finance

### C.2 Version Control

<b>Current Version Number</b>	v2.2
<b>Date of Effect</b>	06/2024
<b>Review Date</b>	10/2024
<b>Privilege Level</b>	Public

### C.3 Legislative and Organisational Context

<b>Name</b>
<a href="#">ESOS Act 2000</a>
<a href="#">The National Code of Practice 2018</a>
<a href="#">Higher Education Support Act 2023</a>

## **SECTION D - PROCEDURE**

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### **D.1 Related Procedures**

Student Grievance and Appeals Procedure

Fee Refund Procedure

### **D.2 Related Policies**

Fee Refund Policy

Deferral, Leave of Absence, Withdrawal, Suspension and Cancellation Policy

Student Grievance and Appeals Policy

## Schedule 1

<b>Fee/Charge Type</b>	<b>Delegated Authority to approve fee/charge</b>
Tuition fees for international students	Chief Executive Officer (CEO), University Partnerships Australasia (UPA)
Tuition fees for Domestic students (Australian Citizens and Permanent Residents)	CEO, UPA
Administrative and Miscellaneous Charges	College Director