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Definition

Department of Immigration	Department of Immigration and Border Protection
Overseas student	A student studying on a 500 student visa
Parent	A parent or legal guardian

Policy Statement

St Peters Lutheran College aims to set competitive student fees while continuing to provide the excellent standard of both academic and co-curricular programs currently offered by the College. The College endeavours to maintain fees at such a level so as to pose the minimal burden possible upon parents and to remain widely accessible to our community without compromising high standards of education, facilities and service.

In any matters related to school fees, every effort will be made to safeguard the dignity of each family and to ensure the confidentiality of each situation.

School fee accounts will be issued in such manner and at such intervals as determined by the school management and are to be paid by their due date.

Concessions apply only to tuition fees; they do not apply to levies or enrolment fees.

The Fees and Concessions Policy relates to both Australian and overseas students, unless otherwise indicated.

Fees are reviewed annually at the end of the year for the next calendar year. Tuition fees, levies and boarding fees do not cover the cost of uniforms, textbooks, stationery, boarding pocket money or excursions.

For overseas students, parents must take into consideration extra costs for accommodation and care during term holidays, air travel to and from Australia and any extra health costs above the Overseas Students Health Cover mandatory to the student visa issue.

The College may cancel enrolment where:

- Outstanding school fee amounts are owing to the College, and
- Where satisfactory explanation and fulfilment of agreed payments have not been made.

1 General fees

In addition to the information contained in the Schedule of Fees and Levies, the following information applies:

1.1 Payment of school fees

Australian students	Fees are due and payable by the first day of each term. Notice of fees are given to parents in the Schedule of Fees and Levies – Australian Students for the appropriate year, and by invoice each term.
Overseas students	Fees and levies are due and payable in Australian dollars according to the Schedule of Fees and Levies – Overseas Students for the appropriate year, and by invoice each semester. In addition, an itemised list of known and estimated school fees for the duration of the course is provided to parents in the written agreement which accompanies the letter of offer.

1.2 Variable progression rate

Where students complete their studies over an extended period of time under a variable progression rate agreement, tuition fees applicable for each year must be paid, regardless of the number of subjects being studied.

1.3 Outstanding fees - attendance

A student shall not be allowed to commence a new term at the school if the fees for the previous term have not been paid and an extension of time for payment has not been entered into.

1.4 Temporary withdrawal of a student

When a student is to be temporarily withdrawn from the College, and the parents request that a place for the student be held open, one term's notice in writing to the Head of College is required before the withdrawal date. If approval to hold a place is granted, an enrolment reservation fee of 50% tuition fees will be payable before the withdrawal date, otherwise the student will be placed on a waiting list. See 8 Refund of Fees for more information.

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1.5 Additional fee requirements for overseas students

Overseas students who are responsible for the cost of their own education and dependants of these overseas students do not attract funding under the Schools Assistance Act 2004. As such St Peters Lutheran College applies additional levies to overseas students, to recoup the fully imputed average cost of education (including recurrent and capital cost) from overseas students.

When a place is offered, a letter is sent to prospective parents requesting payment of the enrolment confirmation fee prior to confirmation of a student's enrolment.

- **Payment in advance**

Fees are payable 6 months (one semester) in advance.

- **Change to visa status**

If the student changes visa status (e.g. becomes a temporary or permanent resident) he/she will continue to pay full overseas student's fees for the duration of that year.

2 Goods & services tax (GST)

Goods & Services Tax (GST) on prescribed taxable supplies is required to be added to applicable fees and levies in accordance with current Australian Taxation Office rulings.

3 Debt collection of fees

3.1 Fees in arrears – current parents

A student shall not be allowed to commence a new term at the school if the fees for the previous term have not been paid and an extension of time for payment has not been entered into.

3.2 Service fees – overdue accounts

To encourage payment of school fees by the due date and to reimburse the College for additional administration costs when fees are overdue, a service fee, as approved by College Council, may be charged if school fees accounts are not paid by the due date each term, excepting where arrangements for payment of school fees has been made (and these arrangements are honoured).

3.3 Fees in arrears – past parents

If the College is unable to obtain payment of a past parent's fees account by the normal College debt collection process and, subsequently, by the engagement of a reputable debt collection agency, then, at the discretion of the Head of College, legal action shall be taken by the College to recover the debt.

3.4 Costs of recovery

The cost of recovery of outstanding fees and levies is to be borne by the debtor.

4 Discount of fees for payment a year in advance

A fees schedule shall be issued no later than December each year, notifying parents of the due dates for payment of fees and levies for the following year.

A discount determined by the College Council shall be granted to parents who pay the full year's fees by the date nominated on the Fees Notice. Otherwise, fees shall be due and payable by the due dates as set out on the published Fees Schedule each year.

5 Fee concessions

Concessions apply to tuition fees but do not apply to other fees (including levies, boarding fees, enrolment fees, uniforms, textbooks or other fees).

Fee concessions do not apply to overseas students, with the exception of the Sibling Concession – Boarding Students.

5.1 Combining concessions

Where a parent (including a staff member) is entitled to more than one type of concession on tuition fees (including scholarships), concessions may be combined. The maximum level of concession (including scholarship) is 55% per student.

Example 1: Staff concession (25%) and general excellence scholarship (10%) – the concession to be applied is 35%.

Example 2: General Excellence Scholarship (30%) and means tested concession (35%) – the concession to be applied would be 55% (the maximum concession available).

5.2 Means-tested fees concession

The acceptance by parents of a position at St Peters Lutheran College assumes the ability to pay full fees.

In cases of financial hardship the College will consider offering a concession on Tuition fees. Concessions applications are accepted at the commencement of each year or when the hardship within the family occurs.

Means-tested fees concessions do not apply to levies or other charges.

Concessions on fees are not ongoing and applications must be resubmitted by the end of Term 3 for the commencement of the new school year.

To ensure financially disadvantaged families are given the opportunity to continue to educate their children at the College, parents who because of financial hardship consider that they cannot meet full payment of fees, can submit an application for a Means-Tested Fees Concession on tuition fees. Each application will be dealt with discreetly and in the strictest confidence. Application forms are available from Financial Services.

The application and/or interview process is aimed at determining a just and equitable fee which is within the family's ability to pay.

If a fee concession is granted, it is essential that this commitment is honoured in full and on time. If family circumstances change the school must be informed.

5.3 Head of College concession

This covers concessions for students who do not fit into the scholarships or means tested concessions. The decision to award a Head of College concessions and the level of assistance granted is entirely at the discretion of the Head of College. No correspondence will be entered into with regard to such decisions.

- i. Special consideration - Financial hardship
Where a family may not be eligible for means tested concession but due to tragic circumstances the College chooses to offer immediate relief with review by the end of the current year for eligibility in another category. These concessions are generally for no longer than one year, and application needs to be made to the Head of College directly.
- ii. Special consideration - General
Awarded to high school students who would derive great benefit from a St Peters education but without the financial assistance of partially waived fees would be otherwise unable to attend, offered to students who are talented all-rounders with a special contribution to make in the sporting, academic, musical, artistic or cultural arenas (but do not meet the strict guidelines of the scholarships programs). They should be willing to become constructive and involved members of the St Peters community, participating fully in all aspects of school life.

These applicants should be making sound academic progress in their schooling. Head of College concessions are granted following an interview with the Head of College.

This concession covers part of the tuition fees for Years 7 to 12, subject to annual review of the student's all-round performance and active involvement in school life and the family's ongoing financial position. Following the initial needs-based assessment, subsequent applications will not be necessary, unless changes of circumstances occur. It is the parents' responsibility to advise the College of any significant change in personal or family circumstances. Should these changes be beneficial, it would obviously be inequitable, in terms of other parents, that the concession arrangement should be sustained without review. Should the change be detrimental, reconsideration of the level of assistance in the light of additional hardship can be referred to the Head of College.

- iii. Special consideration – Boarding
Needs-based boarding concessions provide partial remission of the tuition component of the fees and are available for students entering Years 7 to 11. These are offered to talented all-rounders who would gain benefit from and contribute to a St Peters Lutheran College education but would otherwise be unable to attend the College.

5.4 Sibling concession – day students

No sibling concession will be available for new enrolments from 1 January 2011, though families receiving a sibling concession under a previous policy will continue to receive that concession.

Families seeking concession will need to apply for a means-tested concession.

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5.5 Sibling concession - boarding students

Sibling concessions are offered to siblings of boarding students. All children must be attending school at St Peters at the same time to be eligible for the boarding concession:

- second boarder 10% concession;
- third boarder 20% concession; and
- fourth + boarder as per assessment by Head of College.

The sibling concession for boarding students is based on tuition fees only.

5.6 Head of College discretion

The Head of College has discretion to grant a concession rate which is different to the rates stated in this policy.

6 Scholarships

A concession of tuition fees is available to qualifying students for academic, excellence and boarding scholarships. Temporary visa holders are not eligible to apply for scholarships. Refer to the [Scholarship Guidelines](#) for further information.

7 Refund of fees

All applications for a full or partial refund of fees should be made in writing by the person who has a signed agreement with the College to Financial Services for referral to the Head of College. Financial Services should receive the refund application within seven days of either the student's agreed starting date or the withdrawal date of the student.

Payment of any refund due will be made within four weeks of receiving the written application for refund.

If there are exceptional circumstances for a student's failure to start at the agreed starting date or withdrawal from the school, a written explanation of the circumstances with supporting documentary evidence (if applicable) should be made to Financial Services for referral to the Head of College. Each individual case will be decided on merit.

All refunds will be paid directly, and only to the person with whom the College has a signed agreement, unless written advice to do otherwise is received from this person.

This agreement and the availability of complaints and appeals processes do not remove the right of the student to take further action under Australia's consumer protection laws.

It is an enrolment condition of the College that all College policies including the refund policy be fully understood by the person signing an agreement with the College, prior to signing the agreement.

Unless there are approved exceptional circumstances, course money paid to the College will be refunded in the following manner:

7.1 Australian students and students studying on a visa (with the exception of 500 visas)

7.1.1 Refund due to delayed start to studies

If a student does not start at the College on the agreed date:

- When one term's notice of cancellation has been received:
 - o any transaction fees associated with transfer of funds will be deducted;
 - o 100% of the tuition fees and levies or tuition fees, levies and boarding fees for the current semester will be refunded;
 - o 100% of any advance payment of tuition fees and levies or tuition fees, levies and boarding fees for future semester/s will be refunded; and
 - o the enrolment application fee and enrolment confirmation fee will not be refunded.
- When less than one term's notice of cancellation has been received:
 - o 50% of the tuition fees and levies or tuition fees, levies and boarding fees for the current semester will be refunded;
 - o 100% of any advance payment of tuition fees and levies or tuition fees, levies and boarding fees for future semester/s will be refunded. Additionally, the amount of discount allowed by the College in paying the full year's tuition fees and levies or tuition fees, levies and boarding fees in advance by the first day of the first semester shall be deducted from the amount refunded on a pro-rata basis; and
 - o the enrolment application fee and enrolment confirmation fee will not be refunded.

7.1.2 Refund due to withdrawal from the College

If a student withdraws from the College before the completion date:

- Tuition fees and levies or tuition fees, levies and boarding fees paid in advance of the current semester will only be refunded if one term's notice has been given, otherwise 50% of the semester's tuition fees and levies or tuition fees, levies and boarding fees will be deducted from the amount in balance for tuition fees and levies or tuition fees, levies and boarding fees in lieu of notice. Additionally, the amount of discount allowed by the College in paying the full year's tuition fees and levies or tuition fees, levies and boarding fees in advance by the first day of the first semester shall be deducted from the amount refunded on a pro-rata basis; and
- The application fee and enrolment confirmation fee will not be refunded.

7.1.3 Student default due to visa refusal

If a student's visa application is refused by the Department of Immigration and the student cannot undertake the course, the school will refund within four weeks any unspent course fees where the student produces evidence that the application made by the student for a student visa has been refused by the Australian immigration authorities, minus the lesser of 5% of the amount of course fees received by the default day or AUD 500.

7.2 Overseas students (studying on a 500 visa)

Additional definitions pertinent to this section:

Course fees	The sum of: (a) the tuition fees received by the provider in respect of the student; and (b) the non-tuition fees (if any) received by the provider in respect of the student.
Non-tuition fees	Fees not directly related to provision of the student's course. Refer to the Written Agreement for Overseas Students for details of non-tuition fees.
Study period	A semester (2 terms).
Tuition fees	Fees a provider receives, directly or indirectly, from: (a) an overseas student or intending overseas student; or (b) another person who pays the fees on behalf of an overseas student or intending overseas student; that are directly related to the provision of a course that the provider is providing, or offering to provide, to the student. Refer to the Written Agreement for Overseas Students for details of non-tuition fees.
Unspent tuition fees	In the case of the school not being able to provide the course in which the student is enrolled, unspent tuition fees will be calculated according to s.46A and s.46D of the ESOS Act .
<u>Weekly tuition fee</u>	This is calculated by the formula: $\text{Weekly tuition fee} = \left[\frac{\text{total tuition fees for the course}}{\text{number of calendar days in the course}} \right] \times 7$
Weeks in default period	This relates to a course for which a provider received tuition fees with respect to a student. The number of weeks in a default period is calculated by the formula: $\text{Weeks in default period} = \frac{\text{Number of calendar days from the default day to the end of the period to which the payment relates}}{7}$

A copy of this policy is provided to the student (or parent(s)/legal guardian if the student is under 18) at a reasonable time prior to a written agreement being signed.

Any service fees a student (or parent(s)/legal guardian if the student is under 18) pays directly to a third party are not within the scope of this refund policy.

Student default can only be confirmed after any internal/external complaints/appeals process is complete.

7.2.1 General

Refunds will be reimbursed in Australian dollars (unless payment in AUD is impracticable) and the payment sent to the applicant's mailing address unless otherwise requested in writing.

Refunds will be paid to the person who enters into the written agreement unless the school receives written advice from the person who enters the written agreement to pay the refund to someone else.

Notification of withdrawal from a course must be made in writing and submitted to the Enrolment Registrar

Applications for refund must be made in writing to Financial Services for referral to the Head of College.

7.2.2 Student default due to visa refusal

If a student's visa application is refused by the Department of Immigration and the student cannot undertake the course, the school will refund within four weeks any unspent course fees where the student produces evidence that the application made by the student for a student visa has been refused by the Australian immigration authorities, minus the lesser of 5% of the amount of course fees received by the default day or AUD 500.

7.2.3 Student default

- a) Any amount owing under this section will be paid within 4 weeks of receiving a written claim from the student (or parent(s)/legal guardian if the student is under 18).
- b) Non-tuition fees will be refunded on a pro rata basis proportional to the amount of time the student was studying in the course, except where a non-refundable payment on behalf of the student has been made.

Details of non-tuition fees and non-refundable fees are detailed on the Written Agreement.

- c) If the student does not provide written notice of withdrawal and does not start the course on the agreed starting date, a maximum of 50% of a study period will be refunded from tuition fees.
- d) If one study period's (semester's) tuition fees have been paid in advance, and the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the following will apply:
 - i. if notice is received prior to commencement of the study period (semester), 50% of the first study period's (semester's) refundable tuition will be refunded.
 - ii. if notice is received after commencement of the study period (semester), no refund will be made,
- e) If up to two study period's (semester's) tuition fees have been prepaid, and the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the following will apply:
 - i. If notice is received more than four weeks prior to commencement of the first study period (semester), 100% of the first study period's (semester's) refundable tuition fees and 100% of the second study period's (semester's) refundable tuition fees will be refunded;
 - ii. if notice is received less than four weeks prior to commencement of the first study period (semester), 50% of the first study period's (semester's) refundable pre-paid tuition fees and 100% of the second study period's (semester's) refundable pre-paid tuition fees will be refunded;
 - iii. if notice is received before half of the first study period (semester) of the payment period has passed, no refund will be made for refundable pre-paid tuition fees for the first study period (semester), but 100% of the second study period's (semester's) refundable pre-paid tuition fees will be refunded;
 - iv. if notice is received after half of the first study period (semester) of the payment period has passed, no refund will be made for refundable tuition fees for the first study period (semester) but 50% of the second study period's (semester's) refundable tuition fees will be refunded; and
 - v. if notice is received after the second study period (semester) of the payment period has commenced, no refundable pre-paid tuition fees will be refunded.

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- f) If more than two semester's tuition fees have been prepaid in one amount, refund provisions under (d) will apply for tuition fees paid for the first two semesters, and any remaining unspent refundable tuition fees after this will be refunded.
- g) No refund of tuition fees will be made where a student's enrolment is cancelled for any of the following reasons:
 - i. Failure to maintain satisfactory course progress (visa condition 8202). Please see Student Academic Progress policy and procedure information found in the Overseas Student Handbook;
 - ii. Failure to maintain satisfactory attendance (visa condition 8202). Please see Student Attendance Policy and Procedure information found in the Overseas Student Handbook;
 - iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see Student Welfare and Accommodation for Overseas Student policy found in the Overseas Student Handbook;
 - iv. Failure to pay course fees; and
 - v. Any behaviour identified as resulting in enrolment cancellation in the Deferment, Cancellation or Suspension of Enrolment Policy found in the Overseas Student Handbook, and the student code of conduct found in the relevant sub-school handbook.
- h) The College will give notice in accordance with section 47C of the ESOS Act 2000 if an overseas student or intending overseas student defaults in relation to a course provided by the College.

7.2.4 School (provider) default

Refunds for provider defaults should be calculated as per s.46A and s.46D if the ESOS Act.

If for any reason the school is unable to offer a course on an agreed starting day for the course, and the student for some reason cannot be placed or refuses placement in an alternative course arranged by the school, a refund will be made within 14 days of the agreed course starting day, according to the following calculation:

$$\text{Refund amount} = \text{weekly tuition fee} \times \text{weeks in default period}$$

If for any reason the school is unable to continue offering a course after the student commences a course, and the student for some reason cannot be placed or refuses placement in an alternative course arranged by the school, a full refund of any unspent tuition fees paid to the school will be made within 14 days of the course school's default day.

If an alternative course is offered, the student has 30 days from the end of the 14 days (provider obligation period) to accept the offer, in writing.

In the event that the school is unable to fulfil its obligations of providing an agreeable alternative course for the student, or a refund, the student will receive assistance from the Australian government's Tuition Protection Service (TPS). For information on the TPS, see: <https://tps.gov.au/StaticContent/Get/StudentInformation>.

In the case of default by the College, the College will notify provider default and outcome of provider default, to PRISMS and the student/parent, within the specified timeframes.

7.2.5 Other refund situations

- a. student defaults where there is no written agreement in place or the agreement is non-compliant with section 47B of the ESOS Act; and
- b. special cases of student default in case of visa refusal, where a student whose visa has been refused has withdrawn from the course after it commenced, or has failed to pay an amount that he or she was liable to pay the provider in order to undertake the course (i.e., where an onshore student starts a course and then has his or her visa refused).

In these cases, the formula for calculation of refunds is:

$$\text{refund amount} = \text{weekly tuition fee} \times \text{weeks in default period}$$

7.2.6 Overseas student health cover

If there is a balance owing from overseas student health cover, the College will make application to the fund on behalf of the student for the refund of any advance premiums paid.