

# Russo Business School Student Fees Policy and Procedure

## Scope & Purpose

This policy and procedure applies to all staff and students of Russo Business School Pty Ltd ABN 34 601 105 319 trading as Russo Business School (RBS) (CRICOS Provider Code – 03441F). This policy details the due dates for payment of tuition fees by domestic and international students, and the circumstances under which financial penalties may be incurred.

Russo Business School charges tuition fees to domestic and international students admitted to its academic courses and programs. Tuition fees are reviewed annually, approved by the Board of Directors and registered with the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). Fees and charges other than tuition fees, such as the Student Services and Amenities Fee, and mandatory Overseas Health Cover are administered outside of this policy.

## Definitions and Abbreviations

**Act** is the *Higher Education Support Act, 2003*.

**Australian Applicant** is an Australian citizen, a permanent resident or the holder of a permanent humanitarian visa.

**Appeal** is a response to a decision made on a particular matter.

**Appellant** is a person lodging an appeal.

**Census Date** is the date on which a student's enrolment in a subject is taken to be finalised.

**Commencement Date** is the date of the course that is listed in the most recent *Letter of Offer* that has been signed by the student and returned by the student.

**Commencement Deposit** is payment equivalent to one teaching (or study) period (regardless of how many teaching/study periods are included in a full course of study). The Commencement Deposit must be paid at the time of accepting the Letter of Offer

**Commencing Student** is a student admitted for the first time in a particular course, and who was not enrolled in another course at Russo Business School in the previous study period

**Commonwealth assisted student** has the meaning given by the *Higher Education Support Act, 2003*.

**Compassionate and or Compelling circumstances** are considered to be beyond the control of a student and have an impact upon the student's course progress or wellbeing. These could include, but are not limited to:

- serious illness or injury, where a medical certificate states that the student was unable to attend classes;
- bereavement of close family members such as parents, siblings or grandparents (where a death certificate should be provided);
- major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the student's studies;
- a traumatic experience, which has impacted the student (these cases should be supported by police or psychologists' reports), which could include an involvement in, or witnessing of, an accident; or being the victim of, or witnessing, a crime; or
- inability to begin studying on the course commencement date due to a delay in receiving a student visa.

*Please note that the above are only some examples of what may be considered to be defined as 'compassionate and or compelling circumstances'. Each request will be assessed individually based on the information, and any relevant documentary evidence, provided.*

**Complainant** is a person lodging a complaint.

**Complaint** is taken to mean a dissatisfaction with an aspect of a student's studies, student life, the institution or the institution's environment.

**Continuing Student** is a student who is continuing their course enrolment from a previous study period, or a student who was enrolled in another course at Russo Business School in the previous study period.

**Course** is an appropriate suite and sequence of subjects that meets the requirements and specifications of the relevant level of the *Australian Qualifications Framework (2<sup>nd</sup> ed, 2013)* and which leads to the conferral of an award. For example, a Diploma of Business.

**Deferral** is the approved postponement of commencement of study in a course for a specified period of time.

**HELP** means Higher Education Loan Program and has the meaning given by the *Higher Education Support Act, 2003*.

**International Applicant** is an applicant who does not hold citizenship of Australia or New Zealand, Australian permanent residence status or a permanent visa. The language of instruction at Russo Business School is English. International students must demonstrate a suitable level of English language proficiency before being admitted to a Russo Business School course.

**Interruption of Studies** is where a student, due to compassionate or compelling circumstances, is unable to continue in their studies for a study period. An application including evidence is required by the Russo Business School for due consideration.

**Late Withdrawal Fee** is a fee imposed in the event that a student does not provide written notice to the Russo Business School, notifying the withdrawal of their course prior to the commencement date of the course. This late withdrawal fee will apply unless the student can satisfy Russo Business School that there are/were compassionate and or compelling circumstances which prevented them from providing written notice by the commencement date.

**National Code** has the meaning given by the Australian *National Code of Practice for Providers of Education and Training to Overseas Students, 2018*.

**Payment Due Date** is the date on which continuing students must make payment of tuition fees in full.

**Respondent** is a person responding to a complaint or appeal.

**Student contribution amount** has the meaning given by the *Higher Education Support Act, 2003*.

**Subject** is a unit of study that focuses on the development of knowledge, skills and the application of knowledge and skills in a given content area in accordance with the requirements and specifications of the *Australian Qualifications Framework (2<sup>nd</sup> ed, 2013)*. A subject may form part of a course.

**AQF** – Australian Qualification Framework

**ASTAS** – Australian Student Tuition Assurance Scheme

**COPHE** – Council of Higher Education Providers

**CRICOS** – Commonwealth Register of Institutions and Courses for Overseas Students

**ESOS** – Education Services for Overseas Students

**DHA** – Department of Home Affairs

**TPS** – Tuition Protection Service

### ***Tuition Fees***

Tuition Fees are set for each calendar year and are quoted for a study period or at an overall rate for the course. The tuition fee liability is calculated in proportion with the actual student enrolment for coursework.

International Tuition Fees are subject to annual increases as approved by the Board of Directors.

A tuition fee liability will be incurred for all subjects in which a student is enrolled as at the Census Date. Withdrawal from any subject(s), or course, after the Census Date does not reduce the fee liability due, unless compassionate and or compelling circumstances apply.

For Continuing Students, tuition fees must be paid in full by the applicable Payment Due Dates.

Whereby subjects are repeated, fees will be invoiced at the full subject fee rate, as published at that time.

Where bank fees are deducted from any amount paid, the student must pay the bank fees so that Russo Business School receives the full tuition fee amount.

Domestic students admitted as a commonwealth assisted students are subject to tuition fees.

### ***Commencement Deposits***

Commencing students with direct entry into a degree program must pay the required deposit at the time of the acceptance of the offer. The applicant will not be admitted to the course until the required deposit has been received.

### ***International Students***

Under the *ESOS Act* providers must not require a student to pay more than 50% of the total tuition fees for the course before the student commences the course (or 100% for short courses that fall within one study period of 24 weeks teaching or less). Russo Business School will accept more than 50% of the total tuition fees, prior to commencement of a course, if the student or student's sponsor chooses to pay more and acknowledges this increased payment.

### ***Domestic Students***

Domestic students who are eligible for FEE-HELP assistance (Higher Education Loan Program) and seek this FEE-HELP assistance will have undertaken the appropriate steps, in accordance with the *Higher Education Support Act, 2003*, to defer payment of tuition fees through the Government's FEE-HELP Loan Program.

Students who are eligible for FEE-HELP assistance and have completed the appropriate steps, in accordance with the *Higher Education Support Act, 2003*, to defer payment of tuition fees through the Government's FEE-HELP program, and who have not made a full up-front payment of their tuition fee by the census date, will incur a FEE-HELP debt if enrolled in a subject after the census date.

### ***Transfers and Deferments***

A student who transfers from one of the Russo Business School's courses to another course will be required to accept an offer for the proposed course, and will be liable to pay the prescribed fees for the new course by the Payment Due Date.

A student who is permitted under the Russo Business School's Admissions Policy to defer the commencement of their course will be required to accept an offer for the proposed course, including the tuition fee liability which will be updated to reflect the new commencement information.

A student must provide written notice of their intention to defer their studies no later than twenty-eight (28) days from the course commencement date stated on the offer.

Students who do not commence their studies, or provide notice of their intention to defer their studies, within twenty-eight (28) days of the Course Commencement Date, will have their Confirmation of Enrolment (CoE) cancelled and will be required to submit a new application.

In the event a student does not commence study in a deferred course, any refund entitlement will be calculated in accordance with the Russo Business School Fees Refund Policy.

If the enrolled student wishes to apply for a Deferral of their enrolment, or take Interruption of Studies leave until a later date, Russo Business School will hold the fees paid for six (6) months as at the date advised in writing without levying a penalty. If the student subsequently cancels or exceeds the agreement holding period, all fees will automatically be refunded to the student, however a Late Withdrawal Fee may apply. (Refer to the definition of a Late Withdrawal Fee for more information.)

### ***Fees Refund***

Refer to Fees Refund Policy

### ***Penalties for Non-Payment of Tuition Fees***

Any student with an outstanding tuition fee liability will be flagged as a debtor in the Russo Business School's student system until that fee is paid in full.

If a student is eligible for FEE-HELP and has undertaken the appropriate steps by the census date for the subject, in accordance with the *Higher Education Support Act 2003*, to defer payment of tuition fees through the Government's FEE-HELP assistance, will not be flagged as a debtor.

When fees are not paid in full by the Payment Due Date the student's enrolment may be cancelled and the Department of Home Affairs notified. A student who has been cancelled for non-payment of tuition fees will be required to submit a new application to Russo Business School if they wish to resume their course.

A student who has not paid in full by Payment Due Date may be referred to the Russo Business School's debt collectors for action. The student will be charged a debt collection fee by Russo Business School at the amount of 10% of the total outstanding debt amount.

### ***Appeals***

Where a student is not satisfied with a decision made in relation to this Student Fee Refund Policy, they have the right to lodge an appeal in accordance with the *Russo Student Complaints and Appeals Policy and Procedures*

Appeals must be made within 28 days of receiving notification of the decision, and must be made in writing to the Executive Dean of Russo Business School.

Should the student not be satisfied with the decision, they can lodge a written appeal to the Russo Business School's Student Appeals and Grievance Committee with 14 days of the date of notification by the Executive Dean.

Russo Business School will normally notify the student of the outcome of an Appeal within 14 days of receiving the request.

### ***External Appeal***

Where the student is not satisfied with the outcome of the Russo Business School's Student Complaints and Appeals Committee, the student may pursue the external appeals process under the

Student Complaints and Appeals Policy; point 15 “External Appeal”.

