

VET STUDENT LOANS – TUITION FEES – VSL AND PAYMENTS

Version control & document history

DATE	SUMMARY OF MODIFICATIONS MADE	MADE/MODIFIED BY	VERSION
May 2019	Creation of the policy.	B. McPherson	1.0
January 2022	Alignment with the January 2022 modifications made to the VET Student Loans Manual for Providers.	D. Buchta	2.0

1. POLICY PURPOSE

The purpose of this policy is to inform all parties of the position of Patrick's College Australia (The College) and its prospective and current students in relation to tuition fees, charges and refunds.

2. STUDENT TUITION FEE DETERMINATION AND DISCLOSURE

Students who are eligible for a VET Student Loan (VSL) will be entitled to a capped amount loan as set by the Government.

Patrick's College Australia course/tuition fee for approved courses is set each year. The set tuition fee is not subject to discounting based on a student's capacity or willingness to:

- Pay a portion of their tuition fee upfront, prior to course commencement and or
- Make regular ongoing payments prior to each census date.

The set tuition fee is available on the My Skills website www.myskills.gov.au as well as on The College's website. Patrick's College Australia will lodge their tuition fee (by uploading the information to myskills.gov.au) with the Government by 1 December of the previous year.

The tuition fee for the approved course BSB50120 Diploma of Business is \$13,000.00.

The Executive at Patrick's College Australia retain the sole authority to approve fees and charges, however, any variation to such fees and charges will be communicated to all students and stakeholders via The College's website and email in a timely manner. However, The College will only vary published tuition fees if the *Secretary* has given The College written approval of the proposed variation.

In line with Australian Consumer law and the VET Student Loans Act 2016, Patrick's College Australia acts in an transparent and ethical manner by providing all prospective students with the full tuition fee any other incidental fees that may be payable for the course, prior to the student enrolling.

The College will publish its tuition fees on its website in a readily accessible and clear manner.

3. STUDENT NOT LIABLE FOR COVERED FEES

If Patrick's College Australia, as an approved course provider, enrolls a student in a course, The College must give the student a written statement as to whether or not their enrolment is accepted.

This written statement, which is known as the *VET Student Loan Statement of Covered Fees*, will state whether or not the enrolment is accepted on the basis that some or all of the tuition fees for the course will be covered by a VET Student Loan.

Fees which are stated to be covered by a VET student loan are referred to as *covered fees*. Patrick's College will not ask or require a student to pay covered fees.

4. INVOICE NOTICES

Patrick's College Australia will send a VET Student Loan student a *VET Student Loans Fee Notice* for each fee period of the course that they are enrolled in. The College will send the student this notice to the student's nominated email or postal address at least 14 days before each census date.

In addition to the *VET Student Loans Fee Notice*, The College will send a *VET Student Loans Statement of Covered Fees* to each VSL student. This *Statement* will provide details of the total course fee and how much will be covered by the loan amount.

A VSL student will receive a *VET Student Loans Fee Notice* on no less than three (3) occasions across the course of their study with The College.

5. CENSUS DATES

Patrick's College Australia sets four (4) census dates for its diploma courses. The census dates are available on The College's website as well as being emailed to each VSL student.

The census date for a course, or part of a course, is the last day a student can:

- Withdraw from their course or part of a course without having to pay tuition fees for the course or part of the course
- Complete the eCAF (electronic Commonwealth assistance form) to apply for a VET Student Loan for the course

6. NON-PAYMENT OF FEES

If a student fails to pay all due fees by their due date, any or all of the following actions may apply after The College has made a reasonable amount of attempts to recover such fees:

- The student may be suspended from receiving further tuition or course involvement
- The student's access to their online College account may be blocked or
- The student's enrolment may be terminated.

Unpaid fees which are sixty (60) days overdue may be passed onto a 3rd party debt collector where any additional charges will be payable by the student.

7. REFUNDS AND RE-CREDITING

A student who withdraws from a VET unit of study on or before the published census date for that VET unit of study will receive a refund of their tuition fees if they have paid, or will not incur a debt if they have taken out a VET Student Loan.

A student who withdraws from a VET unit of study after the published census date for that VET unit of study:

- will receive no refund of the unit of study fees if they have paid up-front
- will be liable for the full debt for the unit of study if they have taken out a VET Student Loan
- will only be eligible for a refund or reversal of their VET Student Loan under special circumstances (see below)



Special Circumstances

The College must re-credit a student if management are satisfied that special circumstances prevented, or will prevent the student from completing the requirements for the course, or part of the course and that:

- are beyond the student's control¹; and
- do not make their full impact on the student until on or after the census day for the course or the part of the course² and
- made it impracticable for the student to complete the requirements for the course (see below), or the part of the course during the student's enrolment in the course, or part of the course. [VET Student Loans Act (2016) Part 6; Division 2; Section 68]

Students do not need to demonstrate they were unable to withdraw from the unit of study prior to the census day.

Pre-existing conditions

A circumstance that first occurred before the census day may satisfy the special circumstances requirement where it worsens after that day or the full effect or magnitude does not become apparent until after that day. For example, a student may have an illness or other underlying, pre-existing condition or incapacity prior to the census day for the course or the part of the course, but that condition may worsen, or that student may suffer from an aggravation, deterioration or episode, after the census day.

Alternatively, the full implications of a student's condition may not have been apparent until after the census day. This may be because recovery does not go to plan, or the degree of disability or incapacity for study are not fully realised until after the census day.

¹ Beyond the student's control Circumstances could be considered beyond the student's control if a situation occurs that 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. This situation would generally be expected to be unusual, uncommon or abnormal.

² Circumstances could be considered not to make their full impact on the student until on or after the census day for the course or the part of the course if the student's circumstances occurred:

- before the census day, but worsen after that day
- before the census day, but the full effect or magnitude does not become apparent until after that day or
- on or after the census day



Impracticable for the student to complete the requirements for the course

Circumstances that make it impracticable for the student to complete the requirements for their course or part of the course may include:

- medical circumstances, for example, where a student's medical condition has changed to such an extent that he or she is unable to continue studying.
- family/student circumstances, for example, death or severe medical problems within a family, or unforeseen family financial difficulties, so that it is unreasonable to expect a student to continue studies.
- employment related circumstances, for example, where a student's employment status or arrangements have changed so the student is unable to continue their studies, and this change is beyond the student's control; or
- course related circumstances, for example, where the provider has changed the course or parts of a course it had offered and the student is disadvantaged by either not being able to complete the course or parts of a course, or not being given credit towards other or courses or parts of a course.

Each application to re-credit a student's VSL FEE-HELP balance will be examined and determined on its merits by considering a student's claim together with independent supporting documentation substantiating the claim.

Initial applications for the re-crediting of a student's VSL FEE-HELP balance are to be made, in writing. Please use *Re-credit application* form available on Patrick's College Australia website and submit via email to: info@pca.edu.au



The procedure for the re-crediting of a VSL FEE-HELP balance:

- When a student withdraws from a VET unit of study, the college shall confirm the withdrawal by giving notice to the student in writing stating the date at which the withdrawal has taken effect
- When a student fails to meet the requirements of a VET unit of study, the college shall confirm this by giving notice to the student in writing
- The student must apply in writing within 12 months from the date specified in the notice as the day of withdrawal or the date of receiving written notice of their failure to meet the requirements of a VET unit of study. Patrick's College Australia may exercise its discretion to waive this requirement if in its opinion it was not possible for the application to be made before the end of the 12 month period
- Patrick's College Australia will advise the student of the outcome of the application within 28 days stating the reasons for the decision
- Patrick's College Australia will also advise the student of their rights for a review of the decision if they are not satisfied with its outcome.
- The college will consider the application and will agree to such requests if they are satisfied that there were special circumstances in the student's case. If the application is successful, the college will re-credit the student's VSL FEE-HELP balance with an amount equal to the amounts of VSL assistance that the student has received for the affected VET units of study and the student's VSL debt for those VET units of study will be removed.

End of Policy