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Policy Purpose

This policy outlines the terms surrounding payment and obligations for students accessing study and having fees contributed by the commonwealth via VET Student Loans program.

Policy Scope

This policy applies to all Q Academy students who enrol into an eligible course and use VET Student Loans for payment, in any approved courses and all campuses and/or teaching sites.

This policy does not include fully self funded students, online study, short courses or non-accredited courses. The terms and processes for complaints are listed on the enrolment contract and student handbooks for those courses.

Policy Content

Q Academy offers a range of options for payment in relation to course fees and fees for required materials to complete the qualifications. As an approved provider Q Academy is able to offer students access to VET Student Loans (VSL) where a debt is incurred by the student with the commonwealth government and the loan is for course tuition fees.

As VET Student Loans may only cover tuition fees or part of the tuition fee, any other fees and charges must be borne by the student, these are referred to as “gap fees”.

Providing and Publishing Fee Information

Before enrolling a student in an approved course, Q Academy must give the student information about the tuition fees for the course and any fees other than tuition fees that are payable for the course. These will be clearly published and supplied to the student. The tuition fees will include;

- Unit fees
- Total course costs
- Gap fees

Q Academy will publish tuition fees on the website <http://www.qacademy.com.au> on a fees page that is publically accessible. Q Academy will update the list whenever there is a change to the fees charged for the course.

Q Academy will also use the My Skills website (www.myskills.gov.au) for listing current and up to date fee information, including tuition fees and other fees. This will also be updated whenever there is a change to the fees charged for the course.

Fee Periods

Q Academy will determine at least three fee periods for an approved course. Different fee periods may be determined for different courses based on the length of the course. The fee periods of the course will be sequential and together equal the duration of the course. Each fee period will contain one census day. The tuition fees charged will be reasonably apportioned over each fee period. This will ensure students incur debts as they progress through a course and not in one amount at commencement of the course.

It will also allow students to indicate to the department their progression and engagement throughout their course in order to continue to access the loan.

Fees Other Than Tuition

Q Academy will only charge fees other than tuition fees where they are clearly stated prior to enrolment and agreed to with the student. These will include items that are required to complete the course. Q Academy will ensure that students understand;

- that the fees are not for tuition
- the purpose of the fees
- the student's total liability for the fees
- when and how the fees are to be paid

Variations to tuition fees

Q Academy will only vary a published tuition fee for a course or a part of a course;

- if the Secretary has given the provider written approval of the proposed variation, or
- occurs before the published census date; and
- does not disadvantage students enrolled in, or seeking to enrol in that course or part of the course; and
- is necessary to correct an administrative error or deal with a change in circumstances

Refund of Tuition Fees

Where a student withdraws their enrolment in an approved course on or before the census day, they will not incur tuition fees for the course or part of the course, to which the census day applies. For further information on the withdrawal process see the "QA VSL Withdrawal Policy" hosted online;

<http://www.qacademy.com.au/policies-procedures-forms/>

This applies to all of the tuition fees for the course or part of the course to which the census day relates. Therefore it includes:

- VET Student Loans covered fees
- any gap fees
- upfront payment of tuition fees
- gap fees or tuition fees paid through a loan from the provider.

Where the student has paid tuition fees upfront to Q Academy this amount will be refunded to the student.

Re-crediting For Special Circumstances

A student's FEE-HELP balance can be re-credited in special circumstances where the "special circumstances" prevented, or will prevent, the student from completing the requirements of the course or the part of the course. To apply for special circumstances the student must demonstrate the circumstances were;

- Beyond the student's control, and
- Did not make their full impact on the student until on, or after, the census day for the course, or the part of the course, and
- Made it impracticable for the student to complete the requirements for the course, or part of the course, during the student's enrolment.

Special circumstances arising from 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 person may have an illness or other underlying, pre-existing condition or incapacity prior to the census day for a course, but that condition may worsen, or the person may suffer from an aggravation, deterioration or serious episode, after the census date.

Alternatively, the full implications of a person'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 is not fully realised until after the census day.

Q Academy must consider whether the person's circumstances changed on or after the census day and when the full effect or magnitude of the circumstances became apparent, taking into account any additional circumstances, including continuation of a pre-existing condition that may have affected the person on or after the census day.

Circumstances that made it impracticable to complete a course

The term 'impracticable' is defined as 'not practicable, that which cannot be put into practice with the available means'. Q Academy will keep this definition in mind when deciding whether a student's circumstances made it impracticable for them to complete a course, or part of a course. In considering whether circumstances are special circumstances because they make it impracticable for the student to complete the requirements of the course, or part of the course, during the student's enrolment, Q Academy will consider:

- whether the student could do enough private study, or attend training sessions and other activities, or engage online, to meet course requirements
- whether the student could complete any required assessable work, or demonstrate competencies required, and
- whether the student could complete any other requirements arising from the student's inability to do the above

Circumstances that make it impracticable for the person to complete the requirements for their course may include (among other things):

- medical circumstances – for example where a person’s medical condition has changed to such an extent that he or she is unable to continue studying
- family or personal circumstances – for example death or severe medical problems within a family, or unforeseen family financial difficulties which affect the student to such an extent that it is unreasonable to expect a person to continue studies, or
- the student’s employment related circumstances – for example where a person’s employment status or arrangements have changed so the person is unable to continue their studies and this change is beyond the person’s control [Rules s 146].

Requirements for making decisions

that applications for re-crediting under section 68 of the Act must be made within 12 months after the census day for the course, or the part of the course, concerned, or within that period as extended by the provider;

Q Academy will assess the student’s application as soon as practicable and will notify the person of its decision and the reasons for making the decision.

Re-crediting by the provider where course not provided to completion

Q Academy will re-credit a student’s FEE-HELP balance if:

- the student has not completed the requirements for the course, or the part of the course, because the provider ceased to provide the course, or the part of the course after it started but before it was completed, and
- it is impractical for the student, under the approved tuition assurance arrangement for the course, to finish the course or an equivalent course

The amount re-credited will be equal to the amounts of the VET Student Loans that have been used to pay tuition fees for the student for the course, or the part of the course.

If the provider re-credits the student’s FEE-HELP balance, the provider must notify the student and the tuition assurance scheme operator of the student for the course, as soon as practicable.

Q Academy has the discretion to refund any other payments the person made in respect of the course in line with its own policies in deciding whether to refund a student’s upfront payment.

Re-crediting by Secretary

A student may apply to the Secretary for the student's FEEHELP balance to be re-credited. The Secretary may act in place of a provider and re-credit a student's FEE-HELP balance where a course has not been provided to completion as the course provider is unable to do so or is being wound up or has been dissolved or where the course provider has unreasonably failed to act.

The Secretary may also re-credit a student's FEE-HELP balance if the Secretary is satisfied of one or more of the following;

- the provider, or a person acting on the provider's behalf, engaged in unacceptable conduct in relation to the student's application for the VET student loan;
- the provider has failed to comply with the Act or an instrument under the Act and the failure has adversely affected the student
- the student is not an eligible student
- the student is not a genuine student
- the student does not have a tax file number
- the student does not have a student identifier (that is a USI within the meaning of the Student Identifiers Act 2014).

The Secretary may re-credit a student's FEE-HELP balance in relation to special circumstances if a course provider:

- i. is unable to act or is being wound up or has been dissolved; or
- ii. has failed to act and the Secretary is satisfied that the failure is unreasonable.

Applications for re-crediting by the secretary must be made within 5 years after the census day for the course, or the part of the course, concerned, or within that period as extended by the Secretary.

Fees and Charges

There is no charge for reconsideration or review of decisions, other than review by the Administrative Appeals Tribunal.

Fair Treatment

Q Academy will ensure that a student is not victimised or discriminated against for making an application for re-crediting of the student's FEEHELP balance. Q Academy will limit knowledge of the application only to required parties and ensure that fair and equitable treatment is considered in any decisions and implementation of the outcomes.

Publication

Fees, policies and processes relating to VET Student Loans will all be maintained on <https://qacademy.com.au/fees-finance/finance-options-vet-student-loan-debt/>