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| <b>Title</b>                                                     | <b>Student Fees Policy</b>                                                                      |
| <b>Category</b>                                                  | Corporate                                                                                       |
| <b>Version</b>                                                   | v1.0                                                                                            |
| <b>Approval Authority</b>                                        | Governing Council                                                                               |
| <b>Policy Owner &amp; Contact</b>                                | CEO & Dean or delegate                                                                          |
| <b>Approval Date</b>                                             | 16/04/2025                                                                                      |
| <b>Renewal Date</b>                                              | 3 years from the Approval Date                                                                  |
| <b>Review Date</b>                                               | 3 months prior to Renewal Date                                                                  |
| <b>Related Churchill Institute of Higher Education Documents</b> | Admissions Policy<br>Enrolment Policy<br>Management of Education Agents Policy<br>Fees Schedule |
| <b>HESF 2021 Standard</b>                                        | 1.1, 1.2, 6.1, 6.2, and 7.2                                                                     |
| <b>National Code (2018) Standards</b>                            | 1,2,3 and 4.                                                                                    |
| <b>Other Legislation</b>                                         | N/A                                                                                             |

# STUDENT FEES POLICY

## 1 PURPOSE

- 1.1 The purpose of this policy is to outline the principles and policy for the management of student fees at Mpika Holdings Pty Ltd (ACN: 612 507 141) trading as Churchill Institute of Higher Education (CIHE).

## 2 SCOPE

- 2.1 This policy applies to all prospective and current students, CIHE staff responsible for marketing, student recruitment, student administration and finance, and Education Agents engaged by CIHE.

## 3 DEFINITIONS

- 3.1 **Census Date:** a date that must be at least 20% after the semester Start Date (the first day of teaching) and before the semester End Date (final examination date) inclusive of the mid-semester break, the examination study week and the end of semester examination week(s). The Census Date is the last date for students to withdraw from a unit(s) or a course without academic penalty (all students).
- 3.2 **Compassionate or Compelling Circumstances:** Compassionate circumstances are circumstances that produce a feeling of sympathy for the student's troubles; and Compelling circumstances are circumstances that are powerfully convincing. Examples include when a student has a serious illness or injury, where a medical certificate states that the student was / is unable to attend classes for the duration or majority of the semester; bereavement of the student's close family members (parents, siblings or grandparents); a major political upheaval or natural disaster in the student's home country requiring emergency travel; a traumatic experience, which could include involvement in, or witnessing of, an accident and / or a serious crime; or as the Dean or delegate otherwise determines.
- 3.3 **Extraordinary circumstances:** are circumstances that are / were beyond the control of the student, which occurred unexpectedly; and that are not considered as normal or usual.
- 3.4 **Fee(s):** collectively refers to Tuition Fees and / or Supplementary Fees.
- 3.5 **Fee Schedule:** a listing of fees payable by students that is published on the Institute's website in accordance with this policy.
- 3.6 **Education Agent:** a person employed by an education agency that is engaged as a third-party service provider by the CIHE to recruit international students on CIHE's behalf.
- 3.7 **Institute:** means Churchill Institute of Higher Education (CIHE).
- 3.8 **Tuition Fee:** A fee that is charged to a student for the provision of tuition that is payable based on unit enrolment each semester by a specified date.

- 3.9 **Protected Tuition Fee Account** means a bank account maintained by the Institute that is the for the purpose of receiving student fee payments and deposits, which is administered so that CIHE is able to refund any unspent tuition fees payable to students, amongst other matters.
- 3.10 **Provider Default** means when a registered higher education provider fails to commence the delivery of a course on or before the course Start Date; or ceases to deliver it after the student has commenced the course but before they have completed it.
- 3.11 **Supplementary Fee:** A fee levied for a good or service that is not essential to the course of study; or is a fine or a penalty, levied as a disincentive (such as for loaned and unreturned property of the Institute or other activities) and is not levied to raise revenue or cover administrative costs
- 3.12 **Tuition Protection Service (TPS):** in the unlikely event that CIHE defaults as a registered higher education provider (“provider default”) and is either a) unable to offer the course to new students; or b) cancels a course and current students cannot complete the course at CIHE or CIHE cannot place affected students in a comparable course at another provider at the same AQF level; and /or c) is unable to refund any fees owed to a student, the TPS may be able to assist affected students with a new course enrolment and / or tuition fees refund.
- 3.13 **WIL (Work Integrated Learning):** Tuition Fees may be charged for WIL Subjects in accordance with the *Work Experience in Industry Unit Guidelines*<sup>i</sup>; and with regard to their relevant [Work Experience in Industry \(WEI\) indicator](#) as part of the Higher Education Support Act 2003<sup>ii</sup>. WIL activity additionally needs to meet Fair Work Australia ([FWA conditions](#)) that distinguish legitimate WIL from exploitative and illegal forms of unpaid work<sup>iii</sup>.

## 4 PRINCIPLES

- 4.1 Churchill Institute of Higher Education will charge fees to domestic and international students that are categorised as Tuition Fees and Supplementary Fees, as defined in section 3 of this policy.
- 4.2 The management of fees will adhere to regulatory and Australian accounting standards’ requirements; and all fee payments and deposits must be made into the Institute’s Protected Tuition Fee Account.
- 4.3 For transparency purposes, all fees will be published in Australian dollars on the Institute’s website usually no later than three months prior to the commencement of the academic year to which they apply.
- 4.4 Fees are reviewed and may increase annually; and approved fee increases will apply to both commencing and currently enrolled (continuing) students.
- 4.5 When fee increases are approved, students and education agents will be provided with advance notice of the increase.
- 4.6 Tuition Fees, and Supplementary Fees will be included in Offers of Admission issued to commencing students for transparency purposes.
- 4.7 A fee for a given year applies to all semesters that commence in that year, even when the final semester ends in the beginning of the following year.

- 4.8 CHIE will continue to contribute to the Tuition Protection Service (TPS) as a registered higher education and CRICOS provider.

## 5 DETERMINATION AND APPROVAL OF FEES

### 5.1 Tuition Fees for each course will be determined based on:

- 5.1.1 competitor benchmarking, student demand for the course, the Institute's market position, and other related factors.
- 5.1.2 consultation with internal and external stakeholders.
- 5.1.3 course delivery costs, and the Institute's operating and other expenses.
- 5.1.4 student cohorts - the domestic student tuition fee must be equal to or less than the tuition fee charged to international students for the same unit of study (subject).
- 5.1.5 Tuition Fee amounts for each unit will be based on the EFTSL or credit point value of each unit relative to the total EFTSL or credit points for the course.
- 5.1.6 Tuition Fees are not payable for a unit that has been approved for Advanced Standing.
- 5.1.7 Tuition Fees may be charged for a WIL Unit when the WIL Unit meets the *Work Experience in Industry Unit Guidelines* (as defined under WIL in section 3).
- 5.1.8 Tuition fees will be charged based on each unit of enrolment each semester.
- 5.1.9 CIHE may offer discounts on published Tuition Fees when it determines market forces or other factors warrant it.
- 5.1.10 Any discounts applied to tuition fees will apply to new students only; will be cognisant of managing student cohort expectations and risks to student genuineness and quality; and any financial and / or administrative implications in managing the discount.
- 5.1.11 A percentage discount shall apply to the cost of the whole course and will be honoured until the course End Date; and included in the Offer of Admission.
- 5.1.12 A student whose CoE and course End Date is extended, shall pay the published tuition fee for the applicable year(s) from which the CoE is extended until the course End Date without any discount applied, and will be subject to annual tuition fee increases that are approved until the CoE End Date.
- 5.1.13 A student who is offered a *scholarship* in the form of a fee discount must make academic progress in the course *by passing all units each semester*, or the scholarship will be rescinded, and the student will pay the full tuition fee for the remaining semester(s) of their course enrolment.
- 5.1.14 Published Tuition Fees are final and cannot be increased for the specified year but may be levied at a lesser amount per sections 5.1.9-5.1.13 above.

## 5.2 Supplementary Fees will be determined based on:

- 5.2.1 the principles of this policy and other factors applicable to the particular supplementary fee; and.
- 5.2.2 will generally not increase for the year they apply after they are published unless particular circumstances or student behaviours prevail that warrant an increase of any ancillary fee, which will be communicated by the CEO & Dean or delegate before the increase is applied.

## 5.3 Approval of Fees

- 5.3.1 The Governing Council approves tuition fees annually on the recommendation of the CEO & Dean per section 5.1 above.
- 5.3.2 The CEO & Dean may approve tuition fee discounts on the recommendation of the Sales /Marketing Manager based on the provision of a market analysis briefing report to justify the request.
- 5.3.3 The CEO & Dean, after approving a tuition fee discount, will advise the Audit & Risk Committee (ARC) for financial (income) monitoring and risk management purposes and thereafter notified by ARC to Governing Council.
- 5.3.4 The CEO & Dean approves Supplementary Fees annually and will notify the Governing Council when recommending approval of annual Tuition Fees.

## 6 PAYMENT OF FEES

- 6.1 Commencing international students will pay a deposit that will be included in their Offer of Admission,
- 6.2 An offshore student shall pay the equivalent of one third of the course tuition fees as a deposit; and onshore students will pay the tuition fee for at least 1 to 4 course units; and no student will be required by CIHE to pay more than 50% of the total course tuition fee as a deposit. The student may, however, *voluntarily* pay more than 50% of the course tuition fee as a deposit.
- 6.3 Payment of the deposit must be received by CIHE in the Protected Tuition Fee Account by the Offer Admission acceptance date. A CoE will not be issued to the student until the full deposit is received and by the Offer of Admission acceptance date
- 6.4 Students pay tuition fees when they enrol in units each semester after their deposit has been expended; and tuition fees are payable in full by the **semester Start Date**; or as specified in their Offer of Admission.
- 6.5 An invoice will be issued to students after completing their enrolment that outlines the tuition fees and any Supplementary payable for the applicable semester and the payment due date.
- 6.6 CIHE will retain records of student fee payments for at least two years from students' first payment (deposit) date.

## 7 PAYMENT PLANS

- 7.1 A student who can demonstrate financial hardship based on extraordinary, or compassionate or compelling circumstances; and who *is at least in* their *second semester of enrolment* at the Institute, may be approved for a Payment Plan for the applicable semester of enrolment.
- 7.2 A payment plan must be requested by the student *before* the Start Date of the applicable Semester; and requires the approval of the CEO & Dean or delegate.
- 7.3 If a payment plan is approved for a student, the student must pay the total amount of fees owed for the applicable semester in three instalments (or as specified) by the Census Date.
- 7.4 A student who is approved for a payment plan and has not paid all fees owed by the census date will be notified that their enrolment in the course may be cancelled, per section 8 of this policy.

## 8 NON-PAYMENT OF FEES

- 8.1 Any student (international or domestic) who has not paid the total of fees they owe for the semester by the **semester Start Date**; or as specified in their Offer of Admission, or by the Census Date (approved Payment Plan students only), will be issued a formal “Intention to Cancel Enrolment” notification shortly thereafter stating that they:
  - 8.1.1 owe fees to the Institute;
  - 8.1.2 have breached a condition of their enrolment; and
  - 8.1.3 that their enrolment will be cancelled after 20 days of the issue date of this “Intention to Cancel Enrolment” notification; unless they submit an appeal per the Student Grievances and Appeals Policy.
- 8.2 When a student does not respond to the “Intention to Cancel Enrolment” notice within the 20-day period and / or has not submitted an appeal, they will be advised in writing their enrolment has been cancelled by the Institute with immediate effect and their CoE cancelled.
- 8.3 When a student appeals the Institution’s “Intention to Cancel Enrolment” within the 20 day “period, their enrolment will not be cancelled and they will continue to be permitted to attend classes; have full access to the Institute’s systems and be permitted to submit assessments until the appeal process is exhausted.
- 8.4 When the student’s appeal is unsuccessful and the appeal process has been exhausted, their enrolment and CoE will be cancelled with immediate effect, and they will be notified in writing.
- 8.5 The Institute may, at its discretion, readmit a student after cancelling their enrolment, when the student can demonstrate with applicable evidence to the CEO & Dean or delegate’s satisfaction that:
  - 8.5.1 Compassionate or compelling circumstances prevailed that were related to their inability to respond within 20 days to the “Intention to Cancel Enrolment” notification; and

- 8.5.2 the student can evidence they have immediate access to funds to pay the full amount owed, including any debts from prior semester(s), if applicable; and**
  - 8.5.3 if approved, the timing of the readmittance is not likely to disadvantage the student and / or place them or the Institute at unnecessary risk; and
  - 8.5.4 when the issue of another CoE involves an extension of their course end date, international students understand they may be required to apply for an extension of their student visa; and that they are liable for any costs to extend their student visa, as determined by the Department of Home Affairs.
- 8.6 Reinstatement or readmittance after cancellation of enrolment for all students may attract supplementary fee that will be published in the Schedule of Fees for the applicable year.

## **9 REFUNDING AND CREDITING TUITION FEES**

### **9.1 Refunding or Crediting Tuition Fees to Domestic Students**

- 9.2 Refunds or a credit of tuition fees to domestic students will be made based on the timing and reasons for of the refund request.

| <b>Course Withdrawal /Cancellation Timeframe</b>                                       | <b>Refund Payable</b>                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Prior to the Semester Start Date                                                       | 100% of Tuition Fees paid for the semester                                                                                                                                                               |
| During the first week of the semester                                                  | 90% of Tuition Fees paid for the semester                                                                                                                                                                |
| After the first week of the semester and by the published census date of the semester  | 50% of Tuition Fees paid for the semester; and any remaining tuition fees will be refunded in full                                                                                                       |
| After the census date for the semester                                                 | 0% of Tuition Fees paid for the semester; and any remaining tuition fees will be refunded in full.                                                                                                       |
| <b>Approved Enrolment Suspension (Leave of Absence)</b>                                | <b>Refund Payable / Fee Credit</b>                                                                                                                                                                       |
| Prior to the Semester Start Date                                                       | 100% of Tuition Fees paid for the semester held in credit unless the student demonstrates financial hardship and will be paid a 100% refund.                                                             |
| During the first week of the semester and by the published census date of the semester | 100% of Tuition Fees paid for the semester held in credit unless the student demonstrates financial hardship where 50% of the semester's tuition fees will be refunded and the remainder held in credit. |
| After the census date for the semester                                                 | Enrolment suspension / leave of absence will not be approved unless for extraordinary or compassionate or compelling circumstances. 100% of Tuition Fees paid for the semester held in credit            |

### 9.3 Refunding or Crediting Tuition Fees to International Students

Refunds of or a credit of tuition fees to international students will be made based on the timing of the refund request and requirements of the National Code of Practice (2018).



| Scenario                                                                                                                                                                          | Time Period                                                                                                                                                                                                                                                                                                                                | Refund Payable                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Visa Rejection</b>                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                   |
| The student's application for an Australian student visa is rejected by the Department of Home Affairs and they are unable to take up the offer of a place in the course.         | Before the first day of the semester in which the student is to begin study in the course.                                                                                                                                                                                                                                                 | 95% of the Course Deposit will be refunded to the student.                                                                                                                                                                                                                                                        |
| <b>Provider Default</b>                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                   |
| Churchill Institute withdrew its offer of admission <i>for reasons not related to the student</i> before the course Start Date.                                                   | Before the Course Start Date                                                                                                                                                                                                                                                                                                               | Full refund of all tuition fees paid.<br><b>Or</b><br>Students to accept the Institute's proposed arrangement of an alternative place in another the Churchill Institute course or another provider where fees will be transferred to the other provider; and any gaps payable advised in advance to the students |
| <b>Student Default – Commencing Students</b>                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                   |
| The Churchill Institute withdraws the offer of admission because <i>the student provided incorrect, incomplete, or fraudulent information in their Application for Admission.</i> | Any time up until the course start date                                                                                                                                                                                                                                                                                                    | 90% refund of tuition fees for the first semester.<br><br>Full refund of tuition fees paid for any future semesters.                                                                                                                                                                                              |
| The student withdraws from the course/ does not attend or enrol in units after the course start date and <i>by the census date</i> for the commencement semester                  |                                                                                                                                                                                                                                                                                                                                            | 50% refund of tuition fees for the first semester.<br><br>Full refund of tuition fees paid for any future semesters.                                                                                                                                                                                              |
| The student withdraws /is not enrolled in units or is absent from the course <i>after</i> the census date of the commencement semester                                            |                                                                                                                                                                                                                                                                                                                                            | 0% refund of tuition fees for the first semester.<br><br>Full refund of tuition fees paid for any future semesters.                                                                                                                                                                                               |
| <b>Student defers commencing the course.</b>                                                                                                                                      | Notification and evidence of compassionate or compelling circumstances to support the request to defer that to Churchill Institute's satisfaction are provided to the Churchill Institute <i>at least 28 days or more</i> prior of the first day of the semester in which the student is to begin study in the course (Course Start Date). | When deferral is approved:<br><br>A full refund of tuition fees for the first semester.<br><br>The full amount of any fees paid for following semesters will <i>be held as credit</i> by the Institute until the next intake semester.                                                                            |

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|                                                                                     | Notification and evidence of compassionate and compelling circumstances to support the request to defer that are to the Churchill Institute's satisfaction are provided to <i>the Churchill Institute less than 28 days and until the last Friday before the first day of the semester</i> in which the student is to begin study in the course (Course Start Date). | <p>When deferral is approved:</p> <p>The full amount of fees paid for the first semester will be <i>held in credit until the next semester of enrolment</i>; or</p> <p>50% of the first semester's tuition fees will be refunded for proven reasons of financial hardship accepted by the Institute; and the remainder retained in credit by the Institute.</p> <p>The full amount of any fees paid for following semesters (regardless of circumstances), <i>will be held on credit</i> by the Institute until the next intake semester.</p> |
|                                                                                     | Notification and evidence to support deferral is provided <i>on or after the first day of the semester</i> in which the commencing student is to begin study in the course                                                                                                                                                                                           | <p>Deferral is not available on or after the first day of semester.</p> <p>Student must study; or</p> <p>withdraw from the course; and will have their enrolment cancelled by the Institute.</p> <p>50% of the first semester's tuition fees will be refunded when enrolment is cancelled</p> <p>The full amount of any fees paid for following semesters will be refunded when enrolment is cancelled</p>                                                                                                                                    |
| <b>Student Withdrawal (Commencing and Continuing students) – No Student Default</b> |                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                                     | Notification provided <i>at least 28 days or more</i> before the semester start date in which the student is to start or continue their course.                                                                                                                                                                                                                      | <p>Full refund of tuition Fees paid for the first semester.</p> <p>Full refund of tuition fees paid for any future semesters.</p>                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                                                     | Notification provided <i>less than 28 days and by Friday prior to the semester start date</i> in which the student is to start or continue their course.                                                                                                                                                                                                             | <p>90% of tuition Fees paid for the first semester.</p> <p>Full refund of tuition fees paid for any future semesters.</p>                                                                                                                                                                                                                                                                                                                                                                                                                     |

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| Student withdrawals (permanently) from the course.                | Notification provided from the first day of the semester in which the student is to start or continue their course <i>by the census date</i> of that semester.                                                                                  | 50% of tuition Fees paid for the first semester.<br><br>Full refund of tuition fees paid for any future semesters.                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                   | Notification and evidence provided <i>after the census date</i> for the semester in which the student commenced their course                                                                                                                    | No refund of tuition Fees paid for the first semester.<br><br>Full refund of tuition fees paid for any future semesters.                                                                                                                                                                                                                                                                                                                                                                                                                |
| student requests Leave of Absence (LOA): Continuing students only | Notification and evidence of compassionate and compelling circumstances to support the LOA request are provided <i>by the census date of the semester for which the student wishes to take LOA</i> ; and is approved by the Churchill Institute | When LOA is approved:<br><br>All paid tuition fees will be retained by the Churchill Institute and <i>held in credit until</i> the next semester of enrolment.<br><br>If Churchill Institute approves LOA related to financial hardship, a 50% refund of tuition fees paid for the semester to which the LOA applies, will be refunded to the student.<br><br>No refund will be made against fees already paid for any future semester. These fees will be <i>held in credit</i> by the Institute until the next semester of enrolment. |

## 10 OVERSEAS STUDENT HEALTH COVER

- 10.1 It is a condition of an international student's visa that the student obtains Overseas Student Health Cover (OSHC) for the duration of their study time in Australia.
- 10.2 Students are expected to arrange and pay for their own OSHC directly to the OSHC provider.
- 10.3 Should CIHE in future identify a preferred OSHC provider, it will be the student's choice to either purchase insurance from the Institute's recommended OSHC provider; or their chosen OSHC provider.
- 10.4 Should CIHE identify a preferred OSHC Provider, its annual fee schedule will specify the OSHC fees payable and the procedure to pay them directly to the OSHC provider; and that a student may choose an alternative OSHC provider if they wish.

## 11 RESPONSIBILITIES

### 11.1 Governance Responsibilities

11.2 The Governing Council is responsible for approving Tuition Fees; and for the approval amendment of this policy.

### 11.3 Operational Responsibilities

11.4 The CEO or delegate is responsible for:

11.4.1 recommending Tuition Fees to the Governing each year for approval;

11.4.2 approving tuition fee discounts and Supplementary Fees; and notifying ARC and Governing Council thereof per this policy.

11.4.3 the communication, publication and implementation of this policy.

## 12 APPROVAL AND REVIEW DATE

12.1 This policy is effective (in-force) for three (3) years from the date of approval by its Approval Authority, unless the Approval Authority specifies otherwise; and will be reviewed at least 3 months prior to its Renewal Date or earlier as recommended by its Owner.

## 13 PUBLICATION RULE

13.1 This Policy will be published internally and externally.

## 14 VERSION CONTROL

| Version | Approver          | Date       | Details                                                |
|---------|-------------------|------------|--------------------------------------------------------|
| v1.0    | Governing Council | 16/04/2025 | Draft Student Fees Policy approved without amendments. |
|         |                   |            |                                                        |
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## 15 BENCHMARKING

15.1 This Policy was benchmarked against the [Macquarie University Tuition Fees and Charges Rule](#); and the [Melbourne Institute of Technology Overseas Student Refund Policy and Procedure \(v1.1.2\)](#).

<sup>i</sup> Australian Government: Department of Education, Skills & Employment: Higher Education Administrative Information for Providers (2022): 13. *Work Experience in Industry Unit Guidelines*. Ref: [13. Work Experience in Industry units - Department of Education, Skills and Employment, Australian Government \(dese.gov.au\)](#)

<sup>ii</sup> Australian Government: Tertiary Collection of Student Information (TCSI): *Work experience in industry code*. Ref: [Work experience in industry code | TCSI Support](#).

<sup>iii</sup> Australian Government: Fair Work Ombudsman: *Student Placements*. Ref: [Student placements - Fair Work Ombudsman](#).