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Policy Owner & Contact	CEO & Dean or delegate
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Related Churchill institute of Higher Education Documents	Admissions Policy Offer of Admission (Written Agreement) Enrolment Policy Monitoring of Education Agents Policy Fees Schedule Payment Plan Contract Student Grievance and Appeals Management Policy
HESF 2021 Standard	1.1, 1.2, 6.1, 6.2, and 7.2
National Code (2018) Standards	1,2,3 and 4.
Other Legislation / Documents	ASIC (2021): Debt collection guideline: for collectors and creditors

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 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 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 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)**: when “provider default” occurs, the TPS may be able to assist affected students in the unlikely event that CIHE defaults as a registered higher education provider and is unable to place students in a similar course at the same AQF level at CIHE or another provider; and /or is unable to refund any fees owed to a student due to provider default.
- 3.13 **WIL (Work Integrated Learning)**: Tuition Fees may be charged for WIL Subjects in accordance with the *Work Experience in Industry Unit Guidelines*ⁱ; and with regard to their relevant [Work Experience in Industry \(WEI\) indicator](#) as part of the Higher Education Support Act 2003ⁱⁱ. WIL activity additionally needs to meet Fair Work Australia ([FWA conditions](#)) that distinguish legitimate WIL from exploitative and illegal forms of unpaid workⁱⁱⁱ.

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 The engagement of an external debt collection agency to recover student debt is justifiable and reasonable given affected students have breached their Offer of Admission (Written Agreement) with CIHE, this policy and have already accessed services, resources and materials that are fixed and ongoing costs to CIHE.
- 4.9 CIHE 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 revised 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 as a percentage of the published course tuition fee* must satisfy the *conditions of their scholarship*, or the scholarship may be rescinded, and the student will be required to pay the full published tuition fee for the remaining semester(s) of their course of 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 shall be 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 A commencing offshore international student shall pay the equivalent of between one sixth to one third of the total course tuition fee as a deposit.

6.3 A commencing onshore international student will pay the tuition fee for at least 1 to 4 course units.

6.4 No commencing 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.

6.5 Commencing offshore international students must also provide evidence that they meet the Genuine Student (GS) financial and other requirements, as determined by the Department of Home Affairs and Churchill Institute .

6.6 Payment of the deposit must be deposited into CIHE's Protected Tuition Fees Account; and the GS financial evidentiary documentation must be received by CIHE by the date specified in the student's Offer of Admission.

6.7 A CoE will not be issued to the student until the full deposit is paid into CIHE's Protected Tuition Fee Account by the acceptance date specified in the student's Offer of Admission.

- 6.8 Continuing students pay tuition fees based on the number of units they are enrolled in for each semester after their deposit has been expended; international students must maintain a full-time enrolment of 8 units per year unless CIHE approves otherwise.
- 6.9 Tuition fees for continuing students are payable in full by the **semester Start Date**; or as specified in their Offer of Admission; or the specified payment dates (when approved by the Dean or delegate for a Payment Plan; or by the date(s) specified due to a successful appeal outcome of an intention to cancel their enrolment due to non-payment of fees; .
- 6.10 Continuing students must pay their fees directly into the CIHE Protected Tuition Account by the specified payment date(s) each semester; and **not** to their Education Agent,
- 6.11 An invoice will be issued to students that outlines the Tuition Fees and any Supplementary Fees payable for the applicable semester and the payment due date.
- 6.12 Supplementary fees are payable when the student makes a request related to a particular Supplementary Fee or as otherwise stated in their Offer of Admission and the Institute's website (Supplementary Fees) per the process specified.
- 6.13 CIHE will retain records of student fee payments for at least two (2) 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 enrolment.
- 7.2 A payment plan must be requested by the student via the [online Payment Plan Application Form](#) (emails will not be accepted) by 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 will be required to sign a *Payment Plan Contract* that will include instalment payment dates and amounts for the applicable semester.
- 7.4 A student who does not pay all fees owed by the final payment date specified in the Payment Plan Contract 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 as stated in their Payment Plan Contract, 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 working days of the issue date of this “Intention to Cancel Enrolment” notification; unless they submit an appeal within this period that is upheld by the Institute.
- 8.2 When a student appeals the Institution’s “Intention to Cancel Enrolment” within the 20-working day period, their enrolment will not be cancelled until the internal appeal process is completed and the outcome determined to uphold or dismiss their appeal.
- 8.3 When a student’s appeal to cancel their enrolment for non-fee payment is *upheld (approved)*, Churchill will notify the student in writing and will specify the revised fee payment deadlines and amounts that will align to the payment plan payment due dates, wherever possible.
- 8.4 When a student does **not** appeal the “Intention to Cancel Enrolment” notice within the 20 working-day period or their appeal is dismissed (unsuccessful), they will be advised in writing that their enrolment and CoE has been cancelled by the Institute with immediate effect; and
- 8.5 that the Department of Home Affairs has been notified for student visa compliance purposes; and that they may submit an external appeal for a review of the decision to the [National Student Ombudsman \(NSO\)](#).

9 RECOVERY OF STUDENT DEBT

- 9.1 When a student’s enrolment and CoE has been cancelled for non-payment of fees per Section 8 of this policy; CIHE will specify in the student’s enrolment cancellation notice that it will engage an external debt collection agency to recover the student’s debt on CIHE’s behalf when:
- 9.2 A student owes tuition fees equivalent to the value of at least one unit in their course that is outstanding for any semester of enrolment *prior* to their semester of exclusion.
- 9.3 For debts valued less than in 9.2, CIHE may either write off the amount owed as a bad debt; or may still engage a debt collector based on exceptional circumstances to recover the debt.

10. READMITTANCE AFTER CANCELLATION OF ENROLMENT IN THE COURSE

- 10.1 The Institute will readmit a student after cancelling their enrolment, when the National Student Ombudsman (NSO) upholds an external appeal submitted by the student and advises that CIHE is in breach of this policy and / or has taken unfair or unreasonable action against the student; or
- 10.2 At its discretion, *may* readmit the student to the course when the student can demonstrate with applicable evidence to the CEO & Dean or delegate’s satisfaction that:
- 10.2.1 Compassionate or compelling circumstances prevailed that were related to the student’s inability to respond within 20 working days to the “Intention to Cancel Enrolment” notification; and
- 10.2.2 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**

- 10.2.3 the student has, to date, maintained satisfactory academic progress that demonstrates re-admitting the student to their course is not likely to be an academic risk to the student and / or Institute; and.
- 10.2.4 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
- 10.2.5 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.
- 10.3 Reinstatement or readmittance after cancellation of enrolment may attract a supplementary (late payment) fee that will be published in the Schedule of Fees for the applicable year.

11 REFUNDING AND CREDITING TUITION FEES

11.1 Refunding or Crediting Tuition Fees to Domestic Students

- 11.1.1 Refunds or a credit of tuition fees to domestic students will be made based on the timing and reasons for of the refund request.
- 11.1.2 Supplementary Fees are non-refundable except for the *Materials Fee, which is fully refunded*, when the student is unable to commence their course on the Course Start Date; or in the unlikely event Churchill Institute is unable to offer the course to the student.
- 11.1.3 Students approved to defer the commencement of their course to the next intake semester will have their *Materials Fee* held in credit by the Institute.

Course Withdrawal /Cancellation Timeframe	Refund Payable
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.
Approved Enrolment Suspension (Leave of Absence)	Refund Payable / Fee Credit
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

11.2 Refunding or Crediting Tuition Fees to International Students

11.2.1 Supplementary Fees are non-refundable except for the *Materials Fee*, which is *fully refunded*, when the student is unable to commence the course on the Course Start Date (due to a student visa refusal or other circumstances acceptable to the CEO & Dean or delegate); or in the unlikely event Churchill Institute is unable to offer the course to the student.

11.2.2 Students approved to defer the commencement of their course to the next intake semester will have their *Materials Fee* held in credit by the Institute.

11.2.3 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
Visa Rejection		
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. .
Provider Default		
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. Or 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
Student Default – Commencing Students		
The Churchill Institute withdraws the offer of admission because <i>the student provided incorrect, incomplete, or fraudulent</i>	Any time up until the course start date	90% refund of tuition fees for the first semester. Full refund of tuition fees paid for any future semesters.

information in their Application for Admission.		
The student withdraws from the course/ does not attend or enrol in units <i>after the course start date and by the census date</i> for the commencement semester		<p>50% refund of tuition fees for the first semester.</p> <p>Full refund of tuition fees paid for any future semesters.</p>
The student withdraws /is not enrolled in units or is absent from the course after the census date of the commencement semester		<p>0% refund of tuition fees for the first semester.</p> <p>Full refund of tuition fees paid for any future semesters.</p>
Student defers commencing the course.	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).	<p>When deferral is approved:</p> <p>A full refund of tuition fees for the first semester.</p> <p>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.</p>
	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>
Student Withdrawal – No Student Default		
Student (permanently) withdraws from the course.	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 the 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>
	Notification provided from the Semester Start Date in which the student is to start or continue their course and <i>by the census date</i> of that semester.	<p>50% of tuition Fees paid for the first semester.</p> <p>Full refund of tuition fees paid for any future semesters.</p>
	Notification and evidence provided <i>after the census date</i> for the semester in which the student commenced their course	<p>No refund of tuition Fees paid for the first semester.</p> <p>Full refund of tuition fees paid for any future semesters.</p>
Student requests Suspension of Enrolment 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	<p>When LOA is approved:</p> <p>All paid tuition fees will be retained by the Churchill Institute and <i>held in credit until</i> the next semester of enrolment.</p> <p>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.</p> <p>No refund will be made against fees already paid for any future</p>

		semester. These fees will be <i>held in credit</i> by the Institute until the next semester of enrolment.
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12 OVERSEAS STUDENT HEALTH COVER

- 12.1 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.
- 12.2 Churchill Institute will publish a list of reputable OSHC providers for transparency purposes; and will specify if it has an arrangement with a preferred OSHC provider in applicable student publications.
- 12.3 Should CIHE identify a preferred OSHC provider, the student has the right to either purchase health cover from CIHE's preferred provider; or an OSHC provider of their choice without fear of reprisal.
- 12.4 Students are expected to arrange and pay for their OSHC directly to their OSHC provider.;
- 12.5 A CoE will not be issued by CIHE until proof of payment to the OSHC is provided by the specified due date.

13 RESPONSIBILITIES

13.1 Governance Responsibilities

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

13.3 Operational Responsibilities

- 13.4 The CEO or delegate is responsible for:

- 13.4.1 recommending Tuition Fees to the Governing each year for approval;
- 13.4.2 approving tuition fee discounts and Supplementary Fees; and notifying ARC and Governing Council per this policy.
- 13.4.3 the communication, publication and implementation of this policy.

14 APPROVAL AND REVIEW DATE

- 14.1 This policy is effective (in-force) for two (2) 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.

15 PUBLICATION RULE

- 15.1 This Policy will be published internally and externally.

16. VERSION CONTROL

Version	Approver	Date	Details
v0.1	N/A	16/04/2025	Draft document for Governing Council approval
v1.0	Governing Council	16/04/2025	Draft approved without amendments.
v1.1	Governing Council	16/10/2025	Addition of 4.8. 6.5, 6.10, 6.12, 8.5, 9. 11.1.1, 11.2.1, 12.2. Amendment to 10.1 (include external appeal)

ⁱ 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 \(dese.gov.au\)](#)

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

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