

Fee Refund Policy and Procedure	
Relevant Standards SRTO 2015: 5.3, 7.3 The National Code 2018: Standard 2.1, 3.4	Linked Documents Fee Policy Fee Refund Form Student Agreement

1. Purpose

This policy's purpose is to ensure that NVC adopts a refund policy that is fair to students who have valid reasons for requesting refunds and who give NVC sufficient notice. At the same time, it protects NVC from suffering economic loss that may be caused by refund requests that are not submitted within the required timeframe.

2. Scope

This policy and procedure apply to all fees received from NVC enrolled students and prospective students who pay an advance fee when applying for a place at NVC. As such, this policy is also part of the Student Written Agreement.

This policy also applies to education agents or the college's overseas offices collecting student fees on behalf of NVC.

3. Definitions

Course: A program of study leading to a qualification or an award. A course may comprise units or modules.

Study Period: means an academic term within a course.

Tuition Fee: Covers the cost of providing the course of study and using resources at NVC. The tuition fee does not include overseas student health coverage (OSHC), administration costs, enrollment/application fees, homestay booking fees, airport pick-up fees, or equipment or training material purchases.

Materials Fee: Covers the cost of learning materials and resources provided by NVC

Application Fee: Covers the administrative costs of enrolment

Fees: A total of tuition, materials and application fees

Pre-paid Tuition Fees: Tuition fees paid in advance before the commencement of the course or a study period

Principal Course of Study: This means the main or the final course of study to be undertaken by an overseas student where a student visa has been issued for multiple courses of study

CoE Start Date: Refers to the day the course was scheduled to start or a later day agreed upon between NVC and the student – as mentioned in the Confirmation of Enrolment (CoE). Also referred to as the Agreed Start Date.

International Students: All those students who are on either a student visa or a temporary visa that allows them to undertake formal studies in Australia

TPS: Tuition Protection Scheme (enacted on 20th of March 2012 as part of the Government's second phase response to the Baird Review) replacing Tuition Assurance Scheme and ESOS Assurance Fund

4. Legislative Context

- National Vocational Education and Training Regulator Act 2011 (Cth)
- The ESOS Act 2000
- The National Code 2018
- ESOS Regulations 2001
- The Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012
- The Education Services for Overseas Students (Registration Charges) Amendment (Tuition Protection Service) Act 2012
- The Education Services for Overseas Students (TPS Levies) Act 2012
- The Australian Consumer Law 2011

5. Policy

5.1 The fees and charges required to be paid to NVC by a student will be as specified in a signed written agreement between the student and NVC entered into prior to the student commencing the course(s) to which the agreement pertains.

5.2 NVC shall publish an annual *Fee Schedule* listing all the tuition fees and charges, including refundable and non-refundable fees. This schedule will be available on NVC's website.

5.3 The only refundable fees are the tuition fees (unless otherwise stated in the student agreement against any fee/s listed). Fee refunds will be based on unexpended (unused) tuition fees.

5.4 Where an enrolment change is necessitated by illness or other exceptional and compassionate circumstances beyond the student's control and which prevent the student from completing studies in that study period, any refund of tuition fees is contingent upon approval of the refund by the CEO.

5.5 Fees and charges may be consolidated under a "package" if the student is enrolled in more than one course at NVC. The types of fees and charges payable to NVC by a student may include, without being limited to, the following:

- Tuition fees (including fees referred to as course or program fees)
- Materials fee
- Application fee
- Reassessment or unit re-sit fee
- Late payment fees or charges (e.g. Late Submissions Fee)
- Fees for services
- Fees for re-issuance of AQF certification

5.6 NVC does not allow its education agents to collect any tuition fees on its behalf. In exceptional circumstances where payments to an agent are approved and made under specific written instructions of NVC, NVC will treat these payments as payments made to NVC. The following refund conditions and procedures will apply to all the fees, whether paid directly to NVC or through an approved agent of NVC.

5.7 Full Refund of Tuition Fees

All unexpended (unused) tuition fees will be refunded in full where:

- The course does not start on the agreed starting date, which is notified in the Letter of Offer;
- The course stops being provided after it starts and before it is completed;
- The Course is not provided fully to the student because NVC has a sanction imposed by a government regulator; or
- NVC withdraws an offer of a place, and the student has provided no incorrect or incomplete information;

and in compassionate and compelling circumstances (supporting documents/evidence must be provided where possible) at any time where;

- A student is unable to obtain a student visa; resulting in not being able to come to Australia;
- Illness or disability prevents a student from taking up the course (Subject to CEO Approval; verification of supportive documents is required);
- A student is withdrawing due to a serious health issue/death of a close family member of the student (Subject to CEO Approval; verification of supportive documents is required); or
- Where a student formally withdraws from a course **more than eight (8) weeks** before the CoE start date;
- Other special or extenuating circumstances preventing a student from taking up or continuing the course, including political, civil or natural events and personal well-being, will be considered on a case-to-case basis on a review of the supporting evidence at the discretion of the CEO.

The Student will have the right to choose whether to seek a full refund of the fees or accept a place in another course. If the student chooses placement in another course, NVC shall ask the student to sign a new student agreement to confirm acceptance of the placement.

Additional Requirements for On-Shore and Transferring Students

- On-shore students transferring to another provider or changing their visa status to any other visa (other than a Protection Visa) will not be eligible for a full refund. A partial refund is to be considered as per clause 5.8 below.

5.8 Partial Refund of Tuition Fees

Partial refunds of the amounts specified below will be provided in the following circumstances:

Off-Shore Students (New Commencements)

- Where a student formally withdraws from a course **more than four (4) weeks** before the CoE start date, **80%** of the pre-paid tuition fees will be refunded.
- Where a student formally withdraws from a course **less than four (4) weeks** before the CoE start date, **50%** of the pre-paid tuition fees will be refunded.
- Where a student formally withdraws from a course **less than two (2) weeks** before the agreed CoE start date, **25%** of the pre-paid tuition fees will be refunded.

On-Shore Students (Transferring Students)

On-shore students transferring to another provider or changing their visa status to any other visa (other than a Protection Visa) **will only be eligible for a maximum of 50% refund of the unexpended (unused) or pre-paid tuition fees** in the following circumstances;

- Where a student formally withdraws from a course four (4) weeks before course commencement, **only 50%** of the pre-paid tuition fees will be refunded.
- Where compassionate and compelling circumstances apply beyond the student's control, refunds will be considered on a case-to-case basis after the CEO reviews the supporting evidence.

5.9 No Refund of Fees

In certain circumstances, students will not be entitled to a refund of tuition fees. These circumstances include;

- On-shore students who withdraw less than four (4) weeks before course commencement or the start date of COE shall not be eligible for any refund.
- Where a student formally withdraws from;
 - 1) a single course within NVC; or
 - 2) the first course within a packaged program comprised of two or more courses within one or more NVC schools/institutions**after the CoE start date**, the student will not be entitled to a refund and will still be liable for the tuition fee that has become due.
- Leave of absence, deferral, and suspension of studies do not entitle a student to a refund of tuition fees for the duration for which such absence, deferment or suspension were affected.
- A student whose enrolment is either suspended or cancelled by NVC for academic and personal misconduct during an enrolment period, including but not limited to misbehaviour or non-payment of fees to NVC, shall not be eligible for a refund.
- A Student whose visa is cancelled by the Department of Human Affairs (DHA – formally DIBP) during an enrolment period while in Australia for any reason (other than issuance of a Protection Visa) shall not be eligible for a refund.
- A student who supplies incorrect or fraudulent information or documents to obtain a place at NVC shall not be eligible for a refund.
- Any fees listed as “non-refundable” in the student letter of offer or the student agreement (written agreement) shall not be part of any refund.

5.10 Penalties for Non-payment or Late Payment of Fees

5.10.1 A late payment charge of \$50 may apply where a student (or their agent in the case of an international student) has not paid tuition fees by the fee due date notified to the student.

5.10.2 A student who has outstanding fees owing to NVC will not be permitted further enrolment (except where any Commonwealth or State legislation or code of practice provides otherwise) and will have their academic results withheld (as such, will not be eligible to graduate) until the fee debt is paid in full.

5.10.3 A student who has not paid tuition fees by the fee due date may have their enrolment cancelled at NVC.

5.10.4 A student whose enrolment has been cancelled due to non-payment of fees may apply for reinstatement of the enrolment at any time, provided the student pays in full any outstanding amount owing to NVC.

6. Procedure for Claiming Refunds

6.1 All refund claims must be submitted in writing via the college's *Refund Request Form* accompanied by appropriate supporting documents as specified to NVC reception.

6.2 The student must make and sign all refund applications in person. Where it is impossible for a student to be present in person (e.g., students residing overseas or international students) to claim a refund, the student must email a scanned copy of their signed forms to the Campus Manager. On receipts of email applications, the Campus Manager will verify the student's signatures on records and may also telephone the student to verify the student's identity. No refunds will be issued for email applications until the student's identity has been verified.

6.3 The Chief Executive Officer or the Campus Manager will authorise all applications for the refund.

6.4 When an amount is refunded to an international student, NVC will provide the student with a statement explaining how the refund amount has been calculated.

6.5 A fee refund for an international student will be made in the same currency in which the fees were paid and made to the party who entered into the written agreement with NVC unless that person directs NVC otherwise in writing.

6.4 In normal circumstances, NVC will refund the amount within four (4) weeks of receiving the completed and signed *Refund Request Form* and appropriate supporting documents.

6.5 Payments will be made to students by electronic transfer to their nominated bank accounts.

6.6 For any refund to be paid to anyone other than the students, a written authorisation from the student will be required (to be completed in the *Fee Refund Form*).

7. Grievances and Appeals

A student may appeal against a decision made concerning fees, including refunds, and the appeal must be lodged in writing according to the processes for appeals as detailed in the *Student Complaints and Appeals Policy and Procedure*.

The availability of NVC's complaints and appeals processes does not remove a student's or an intending student's right to act under Australia's consumer protection laws, lodge an appeal with a relevant external body, or take other legal action.

8. Responsibility

The Campus Manager is responsible for processing refund claims and providing the student details and fee status to the CEO for approval.

CEO has the responsibility to make a final decision about all the refund claims.

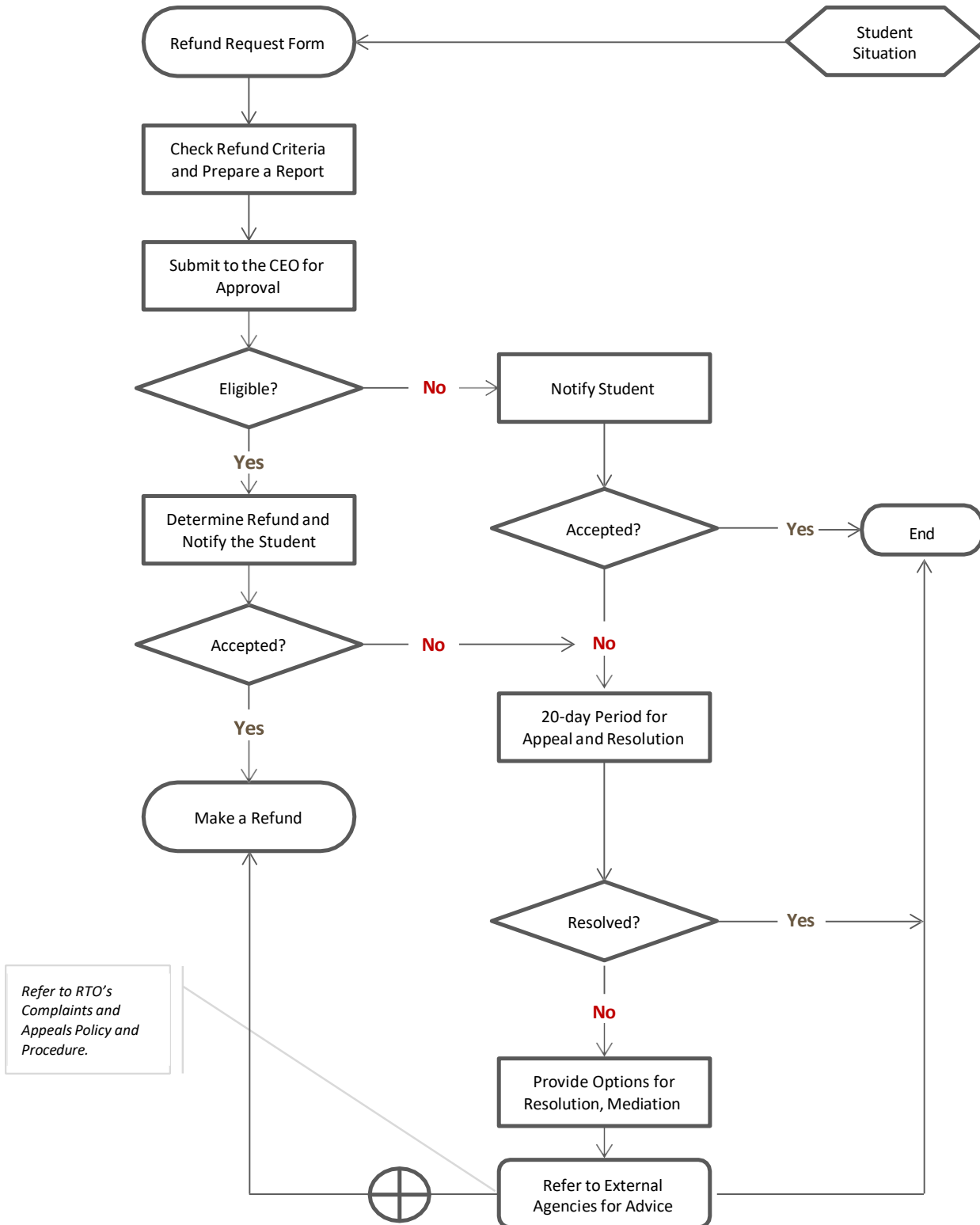
The CEO is responsible for implementing and maintaining the policy and procedure effectively.

Any enquiries or complaints regarding fee-related matters should be forwarded to the accounts Team at –
accounts@nvc.edu.au

Any complaints or breaches about this policy should be reported to the Chief Executive Officer in person or by email to:
sahil@nvc.edu.au

Refund Form: <https://zfrmz.com.au/z5gSb75PwRZJZQkYo7k0>

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Version 2.0: Dec 2023, Approved: CEO, Next Review: Dec 2025

Bright Part learning Centre Pty Ltd t/a Nova Vocational College
Provider Code: [45866] | CRICOS – [04025C]

