

Fees & Refunds Policy & Procedure

A: Purpose

This Policy sets out the National College of Vocational Education's (NCVE's) procedures for overseas student to access information about and request refunds of monies paid to the college.

This policy also addresses the requirements of:

- The ESOS Act 2000
- *The National Code of Practice for Providers of Education and Training to Overseas Students 2018* (The National Code 2018), Standards 2, 3 and 9

B: Policy

NCVE is committed ensures that fair and equitable policies and procedures are in place regarding refunds of monies paid to the college including when a refund is applicable due to course cancellation. This policy applies to all course monies paid to NCVE and includes any course monies paid to an education agent to be remitted to the college.

This policy outlines NCVE's requirements for the following:

- a) Provision of information
- b) Payment of course fees
- c) Refund conditions:
 - i. Visa refusal
 - ii. Student default
 - iii. Provider default
- d) Refund Amounts
- e) Demi Pair Program
- f) Process for claiming a refund
- g) Compassionate and compelling reasons
- h) Consumer rights

C: Procedure

a) Provision of information:

NCVE provides information to students about fees and refunds using the following mechanisms:

- The Student Handbook:
- The college website at www.ncve.edu.au
- The student's Letter of Offer and Written Agreement

The student's Letter of Offer & Written Agreement provides the following fee-related information:

- tuition fees including a schedule of fees due including due dates
- non-tuition fees
- advice that fees may change over the duration of a course and that NCVE reserves the right to change such fees.

The Student Handbook is the primary source of NCVE's policies and procedures including the Fees and Refunds Policy and Procedure. Policies and procedures may also be accessed on the college website.

Students must acknowledge that they have read and understood the Student Handbook and the terms and conditions of the Written Agreement, including information about fees, cancellations and refunds before their application for enrolment is accepted by NCVE.

b) Payment of course fees

- After submission of the Application Form and evidence of eligibility, NCVE approves the prospective student for enrolment.
- NCVE issues a Letter of Offer & Written Agreement which provides information about:
 - total tuition fee
 - non tuition fees applicable
 - initial deposit due (including first installment and applicable non-tuition fees)
 - installment payments and due dates
- The Offer Letter & Written Agreement is accompanied by a student invoice detailing the initial payment due.
- Following payment of the initial deposit, NCVE will issue the student with a Confirmation of Enrolment (CoE) to confirm their enrolment in their chosen course of study at NCVE.
- NCVE issues a student with an invoice four weeks in advance of each installment payment date.
- Payments may be made to NCVE by:
 - Bank Cheque
 - Credit Card (card payment fees apply)
 - Visa Debit /MasterCard Debit (card payment fees apply)
- NCVE do not accept cash payments.

c) Refunds conditions

i. Visa refusal

- If a student visa application to study in Australia is refused by the Department of Home Affairs (DHA) because of reasons considered unlawful by the DHA, including but not limited to fraudulent, and/or forged documents, and/or incomplete and/or incorrect information, no refund whatsoever of

any money paid to NCVE will be made. The reasons on visa refusal letter will be taken into consideration to determine whether refusal is due to unlawful reasons.

- If a visa application is refused by DHA before or after the course commences because of reasons other than those described above, NCVE will process a refund request in accordance with the *Australian Government Education Services for Overseas Students (Calculation of Refund) Specification 2014*. The application for a refund must be made in writing to NCVE together with a copy of visa rejection notification from the relevant Australian High Commission/DHA.
- In any case of visa refusal, Administration Fee of \$300 will be applied by NCVE.
- In all cases of visa refusal, the following fees are non-refundable:
 - enrolment fee
 - airport transfer fee
 - CoE issuance fee
 - credit card transaction fee
 - accommodation placement fee
- If Overseas Student Health Cover has been paid to NCVE, it will be refunded in full within 28 days if the visa application is refused prior to commencement of the course.

ii. Student default

- No refund of tuition fees will be made if a student's enrolment is cancelled for any of the following reasons:
 - The course starts on the agreed starting day, but the student does not attend classes on the agreed start day
 - Notification of cancellation by the student less than 7 days prior to course commencement
 - Failure to maintain satisfactory course progress
 - Failure to maintain satisfactory attendance
 - Failure to pay course fees
 - Any behaviour identified as resulting in enrolment cancellation as outlined in NCVE's student Code of Conduct
- A \$300 Administration Fee will be applied to all student-initiated course cancellations.
- In all cases where a refund is payable due to Student Default, the enrolment fee, CoE issue fee, credit card transaction fee, airport pick-up fee and accommodation placement fee are not refundable.

iii. Provider default

- NCVE reserves its right to cancel a course and/or enrolment prior to commencement date. If NCVE cancels a course prior to commencement date, cannot commence a course on agreed date and/or cannot deliver a course in full, these cases will be classified as Provider Default.
- Situations where a provider default may occur include:
 - The course does not start of the agreed starting date which is notified in the Offer Letter & Written Agreement
 - The course stops being provided after it starts and before it is completed
 - The course is not provided in full to the student because NCVE has a sanction imposed by a government regulator
- In all cases of Provider Default, the following fees are non-refundable:
 - enrolment fee
 - airport pick-up fee
 - CoE issuance fee
 - credit card transaction fee
 - accommodation placement fee
- In the unlikely event that NCVE is unable to deliver a course in full, the student will be offered a refund in accordance with the *Education Services for Overseas Students (Calculation of Refund) Specification 2014* which outlines minimum payment requirements in these circumstances.
- Refunds will be paid to students within 90 days of the default day.
- Alternatively, the student may be offered enrolment in an alternative course by NCVE at no extra cost to the student.
- The student has the right to choose between a refund as outlined above, or to accept a place in another course. If the student agrees to accept an alternative (replacement) course or part of a course, to be provided to the student at NCVE's expense, then NCVE is relieved of its liability to make the payment.
- The student must advise NCVE in writing whether or not they agree to the alternative arrangement.
- If NCVE is unable to provide a refund or place the student in an alternative course, the Tuition Protection Service (TPS) will place the student in a suitable alternative course at no extra cost to the student.
- If The TPS cannot place the student in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place the student in a suitable alternative course or, if this is not possible, the student will be eligible for a refund as calculated by the Fund Manager.
- In all cases where a refund is payable due to Provider Default, the enrolment fee, CoE issue fee, credit card transaction fee, airport pick-up fee and accommodation placement fee are not refundable.

d) Refunds amounts

Refund Amounts Table	
Student Default	
If cancelled:	Amount to be refunded
<ul style="list-style-type: none"> more than 28 days prior to the commencement of the course 	<ul style="list-style-type: none"> 70% of tuition fees and material fees paid
<ul style="list-style-type: none"> between 28 – 7 days prior to the commencement of the course 	<ul style="list-style-type: none"> 50% of tuition fees and material fees paid
<ul style="list-style-type: none"> less than 7 days prior to the commencement of the course 	<ul style="list-style-type: none"> No refund
A \$300 Withdrawal Application Fee will be applied to refunds for student initiated course cancellations	
Visa refusals	
Visa refusal reason:	Amount to be refunded
<ul style="list-style-type: none"> fraudulent, forged documents or incorrect information 	<ul style="list-style-type: none"> no refund
<ul style="list-style-type: none"> reasons other than fraudulent, forged documents or incorrect information 	<ul style="list-style-type: none"> full refund less Enrolment fee
An additional \$300 Administration Fee will be applied to refunds for visa refusals	
Provider Default	
<ul style="list-style-type: none"> For all Provider Default reasons 	<ul style="list-style-type: none"> Refund in accordance with <i>Education Services for Overseas Students (Calculation of Refund) Specification 2014</i>

e) Demi Pair Program

- The student must enter into a written agreement with the Demi Pair placement agency, Australian Demi Pairs, by completing the Australian Demi Pairs Application Form.
- The student is deemed to have accepted the Terms and Conditions of the written agreement with Demi Pair placement agency immediately after submitting the completed application form.
- NCVE collects a Demi Pair booking and placement fee from the student on behalf of the Demi Pair placement agency.
- A \$200 Demi Pair cancellation fee applies to all approved refund requests.
- All applications for refunds must be submitted in writing using the NCVE Student Refund Application Form.
- The following refund conditions apply to the Demi Pair booking fee paid to NCVE on behalf of the Demi Pair agency.

Demi Pair Program Refund Amounts Table	
Cancellation of the Demi Pair placement notified to NCVE in writing seven (7) days or more before the scheduled commencement date	<ul style="list-style-type: none"> • Full refund less Demi Pair cancellation fee
Cancellation of the Demi Pair placement notified to NCVE in writing less than seven (7) days before the scheduled commencement date	<ul style="list-style-type: none"> • No refund
Cancellation of the Demi Pair placement notified to NCVE in writing after scheduled commencement date	<ul style="list-style-type: none"> • No refund
Cancellation of the Demi Pair placement after commencement date due to breach of written agreement between student and placement agency as determined by placement agency	<ul style="list-style-type: none"> • No refund

f) Process for claiming a refund

- NCVE accepts refund applications made in writing only.
- All refund applications must be made using *Refund Application Form* available from NCVE Student Services or the College website.
- Supporting evidence must be included with application form including, but is not limited to:
 - a completed NCVE Enrolment Variation Form
 - a letter from DHA advising of a rejection of the student visa application or a refusal to extend a student visa
 - proof of compassionate or compelling circumstances; or
 - an offer letter from another education provider
- Students must complete the *Refund Application Form* and submit it to the College in person or via e-mail.
- NCVE will process the refund application upon receiving the written application.
- NCVE will refund all refundable monies in accordance with the conditions of this Refunds Policy within 90 days after receiving the written application.
- If a refund application is refused, Student Services will notify the student of the reasons for rejection.
- Payment of refunds will not be made in cash directly to the student but transferred to their overseas or Australian bank account nominated in the Student Refund Application Form.
- NCVE is not liable for any variance caused by foreign exchange rate fluctuations.
- NCVE will inform the student or education agent via e-mail when the refund is made to the nominated bank account.
- All refunds will include a statement explaining how the refund amount was calculated.
- In the event that a student disagrees with the refund amount, the student can access NCVE's Appeals processes.

g) Compassionate and compelling reasons

- NCVE may, at its discretion, approve a refund application if it deems that the student has demonstrated compassionate and compelling reasons for their request as defined below:
 - Serious illness or injury, where a medical certificate states that you are unable to attend classes
 - Bereavement of close family members, for example but not limited to, spouse, children, parents or grandparents (where possible a death certificate must be provided)
 - Major political upheaval or natural disaster in the home country requiring emergency travel which has impacted on the student's studies
 - A traumatic experience, which could include involvement or witnessing of a serious accident and witnessing or being the victim of a serious crime (accompanied by a doctor's certificate and/or police report)
 - Where the registered provider was unable to offer a pre-requisite unit
 - Inability to begin studying on the course commencement date due to a delay in receiving a student visa
- In all instances where a student wish to claim compassionate and compelling circumstances as the reason for a refund request, the student must submit supporting documentation to support their claim.

Consumer Protection

- The processes outlined in this overseas Student Fees & Refunds Policy and Procedure does not affect the rights of the student to take action under Australian Consumer Law if the Australian Consumer Law applies.

D. Pro-Forma & Supporting Documentation

- Letter of Offer & Written Agreement
- Refund Application Form

E. Version Control

Title	Fees & Refunds Policy & Procedure			
Description	Describes processes to apply for refunds and conditions for which refunds will be applied			
Created By	Joe Lynch			
Date Created	13.01.2023			
Maintained By	Joe Lynch			
Version Number	Modified By	Modifications Made	Date Modified	Status