

# NATIONAL COLLEGE OF VOCATIONAL EDUCATION

## International Student Fees & Refunds Policy

### Purpose

This policy describes how NCVE administers student fees and charges and establishes the criteria for granting refunds to ensure that the refunds of fees are made in accordance with Standard 3 of the National Code 2007 and other relevant legislative and regulatory requirements are adhered to in the actions and decisions made by NCVE.

### Related Standards and Legislation

Standard 3 (The National Code 2007)  
ASQA Standards for Registered Training Organisations 2015  
National ELICOS Standards  
Education Services for Overseas Students (ESOS) Act 2000.

### Scope

This policy applies to all applicants and currently enrolled international students at the National College of Vocational Education.

### Responsibility

The NCVE General Manager and the Chief Executive Officer have overall responsibility for financial management. NCVE follows sound financial management practices to safeguard any student fees paid in advance, to ensure the financial security of the organisation and to adhere to all legislative and regulatory requirements pertaining to the organisation. The CEO and the General Manager will be responsible for the implementation of this policy and to ensure that the staff are aware of its application and procedures.

### Definitions

#### **Tuition Fee**

The Tuition Fee is a compulsory academic fee payable by the students for enrolled Courses offered by the National NCVE of Vocational Education. It excludes course material fee.

#### **Application Fee**

The Application Fee is a compulsory non-refundable administrative fee payable by the students upon Application for Enrolment.

#### **Tuition Protection Service**

Tuition Protection Service is a national placement and refund service for all registered CRICOS providers.

### **Agreed Start Date**

Agreed Start Date means the day on which the course was scheduled to start as per the Confirmation of Enrolment notice (CoE), or a later date agreed between National NCVE of Vocational Education and the Student for the start of the course.

### **Material Fee**

A non-tuition fee charged for the cost of providing course materials, textbooks, student guides and resource materials that are retained by the student as his/her personal property.

### **Administration Fee**

The Administration Fee is a non-refundable fee that may be charged to students for providing services to the students.

### **Study period**

At NCVE, a study period is defined in study periods of 12 weeks or less. Enrolments greater than this are divided into study periods of 12 weeks or less dependent on the total course duration.

### **NCVE default**

NCVE defaults when:

- a) the course does not start on the agreed starting day; or
- b) the course ceases to be provided at any time after it starts but before it is completed;
- c) the course is not provided in full to the student because of a sanction has been imposed on NCVE; and
- d) the student has not withdrawn before the default day.

### **Student default**

A student default occurs when NCVE refuses to provide, or continue providing, the course to the student because of one or more of the following events:

- a) The course starts on the agreed starting day, but the student does not attend the classes on that day (and has not previously withdrawn); or
- b) The student withdraws from the course (either before or after the agreed start day); or
- c) The student fails to pay an amount he or she was liable to pay to NCVE, directly or indirectly, in order to undertake the course;
- d) The student breached a condition of his or her student visa; or
- e) Breach of the Student Code of Conduct by the student.

## **Fees**

NCVE will issue a Confirmation of Enrolment notice (CoE) and liability notice to all international students for each study period, including the course name and code, the student liability status and the total outstanding fees owing.

In the absence of any agreement to the contrary, your place in a course will not be confirmed until all fees are received for the initial study period and our bank has confirmed your payment. Fees for any subsequent study periods must be received within 2 weeks prior to the commencement of the second study period.

Where a single payment for all tuition fees is in accordance with the restrictions on NCVE under the TPS legislation with respect to courses of more than 24 weeks in duration, and is agreed to by the student in the Course Acceptance Agreement, and in line with the stipulations of this policy and procedure document, this is required prior to the commencement date of the student's tuition.

Where multiple payments for tuition fees are made either at a student's request or simply in accordance with the restrictions on NCVE under the TPS legislation with respect to courses of more than 24 weeks in duration, and in line with the stipulations of this policy and procedure document, each payment is required on or before the exact dates made clear and included in the Student Invoice and Course Acceptance Agreement which must be signed prior to the student's enrolment being accepted.

## Refunds

All refund requests are conditional on the following:

- a) NCVE must have received funds for any refunds to be made available (i.e. cheques are cleared, external transfers have been received);
- b) Any debts to NCVE must be paid in full or the outstanding amounts will be deducted from the refund.

### Australian Government refuses visa

If the student's visa application or visa renewal is refused by the Australian Government, all fees except the application fee will be refunded within 120 days of the College receiving written notification and evidence of refusal provided the student has not commenced their studies with NCVE.

No refunds will be granted where:

- a) an international student, currently in Australia, has their student visa cancelled by the Department of Immigration and Border Protection (DIBP) for a breach of visa conditions; or
- b) an international student, currently in Australia, has their student visa extension application refused by DIBP after the commencement of their studies, for not meeting visa requirements.

### Student defaults and withdrawal

When student defaults or where written notice of withdrawal is received by NCVE before the agreed start date of the course, NCVE will refund the fees as per the table below less an administration fee.

Outline of Refunds	
Application fee (non-refundable)	\$240
Administration fee -COE Changes	\$100
Payment Plan Fee	\$200
Visa refusal by the Australian Government before commencement of the course commencement	Full refund*
Withdrawal at least 28 days before the agreed start date	Full refund **
Withdrawal less than 28 days before the agreed start date	80% refund of the paid tuition fees *
Withdrawal on or after the agreed start date	No Refund
Visa cancelled due to Student default	No Refund
NCVE suspension/expulsion/cancellation of enrolment due to Student default	No Refund
Special Circumstances	Full refund **

**Please note: All fees and timeframes are quoted in Australian dollars and are subject to change without notice.**

*\* less the Application fee of \$240 \*\*less an Administration fee of \$AU150*

If you cancel your course 28 days or more before your course Agreed Start date, all fees received except the Application fee will be refunded within 120 days of the College receiving written notification provided the student has not commenced their studies with NCVE.

If you cancel your course less than 28 days before your course Agreed Start date, a cancellation fee of 20% of paid tuition fees will apply. All other fees except the Application fee will be refunded within 120 days of the College receiving written notification provided the student has not commenced their studies with NCVE.

No tuition fees will be refunded if you advise cancellation on or after your course Agreed Start date.

If you defer the date of commencement of your course and then later cancel your course, prior to the new commencement date, the cancellation policy will apply from the original course start date not the deferred start date.

In all cases of cancellation/suspension and/or expulsion from the College due to non-compliance with the student Code of Conduct, no refund of monies paid to the College will be made (unless required by law).

These regulations may be waived only in exceptional circumstances by the Executive Management of the college at their absolute discretion.

### Special circumstances

Where a student withdraws from the course and returns home because of exceptional and extenuating circumstances of a compassionate nature, such as a death or severe illness in the immediate family, 100% of all the unspent fees paid less an administration fees will be refunded within 120 days of the College receiving written notification provided the student has not commenced their studies with NCVE.

### Accommodation

Fees for Accommodation Placement are determined by and payable directly to the Accommodation Provider. NCVE does not handle payment of fees or cancellation requests relating to your choice of accommodation. As such, all refunds relating to accommodation services are managed by the Accommodation Provider directly in accordance with their policies and procedures and this provider will deal directly with the Student or their visa agent.

NCVE is not responsible for nor liable for any arrangements made by you the student in relation to this service. Cancellation and refund policies that apply to your accommodation should be notified to you directly by the provider at the time of booking.

### **NCVE default**

In an unlikely event that NCVE is unable to start an advertised course or continue to deliver a course prior to its completion (known as an NCVE default), the Student, within 2 weeks, will be offered and can choose to accept either:

- a) a refund of the unused portion of course fees paid to date, which will be issued to the Student within 120 days of the College receiving written acceptance; or

- b) alternatively, you may be offered a suitable alternative course at no extra cost.

You have the right to choose a refund or the offer of placement in another course if available. Acceptance of any such offer must be confirmed in writing within 30 days of the offer being made.

If the Student chooses placement in an alternative course with NCVE, the Student must sign a new written agreement to indicate the student accepted the placement.

If NCVE is unable to provide a refund or place student in an alternative course, the Tuition Protection Service (TPS) will provide the student with options for suitable alternative courses (if any such courses are available) or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director.

### Refund Procedure

All applications for refunds must be made in writing using the correct Application for Refund form and following the procedure set out below.

**Step 1:** Complete the Refund Application form to apply for a refund and attach all evidence and supporting documentation. Such documents may include, but is not limited to:

- a) a completed course withdrawal form provided by NCVE; and
- b) a letter from DIBP advising of a rejection of the student visa application or a refusal to extend a student visa; or
- c) proof of extenuating circumstances of a compassionate nature; or
- d) an unconditional offer letter from another institution along with an approved Request to Transfer Providers form.

**Step 2:** Submit the Refund Application form and all supporting documentation to the NCVE General Manager for review and approval.

**Step 3:** The NCVE General Manager will be reviewed by the NCVE General manager and they will assess the application based on this Policy and this decision will be forwarded to Student Services.

**Step 4:** If Approved, Student Services will complete a Refund Calculation form and notify the student of the approval and the amount to be refunded within 120 days. If the Refund Application has not been approved, Student Services will return the Refund Application form to the students justifying the reasons for rejection. If the student is not satisfied with the application of this Policy, they should raise their concern with the NCVE General Manager. This procedure, and the availability of complaints and appeals processes, does not remove the right of the student to take further action under Australia's consumer protection laws.

**Step 5:** All Approved refunds will be credited to the Student within the timeframes set out in this Policy.

### Payment of Refunds

Refunds will be paid in the same manner and currency in which the fees were collected, and paid to the person who entered the contract. We require written direction from the student to refund to another party. NCVE is not liable for any variance caused by foreign exchange rate fluctuations.

Any refunds payable under this policy (with the exception those payable as required by law in the case of cancellation/suspension and/or expulsion) will be made within the timeframes set out in this Policy.

Applications for refunds for students must be authorised by the NCVE General Manager.

### **Student's Right to Appeal**

Any student who is refused a refund by NCVE may appeal within 14 days in writing to the NCVE General Manager in accordance with the Complaints and Appeals policy. NCVE's appeal process does not circumscribe the student's right to pursue other legal remedies.

Your agreement to be bound by the General Conditions of Enrolment and the Refund and Cancellation Policy and the Indemnity Declaration does not remove your right to take action under the College's disputes resolution policy, or Australia's consumer protection laws, or to pursue other legal remedies.

### **Referenced Documents**

1. Enrolment Form
2. Refund Application Form
3. Request to Transfer Providers Policy
4. Request to Transfer Providers form
5. Complaint's and Appeals Policy