International Refund Policy and Procedure

Policy Purpose
The following procedures ensure all students are treated fairly and with integrity when applying for refunds. All refund applications are to be submitted to the Office Managers department and the following procedure followed in assessing the application.

All refunds are to be signed off by the Office Manager and the refund application process started within 7 days of the application being received.

Scope:
This policy covers International Students.

Statement
Students will be provided the total amount of all fees including course fees, administration fees, materials fees and any other charges; payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/administration fee;

NorthEd International College guarantees to provide training and assessment services to students (refer to refunds policy below and student handbook) given by the NVR registered training organisation to complete the training and/or assessment once the student has commenced study in their chosen qualification or course;

Definitions
International student: a student enrolled in a course registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) under the College CRICOS Provider Code.

Course commencement: the course start date is defined as stated in the “Overseas Student Confirmation-of Enrolment (eCoE) form provided by DIAC (Department of Immigration and Citizenship). Where a student is required to complete English language programs as a pre-requisite for a formal accredited course, the commencement of the English language program is deemed to be the commencement of the principal course.

Tuition Fee: A fee charged for the activities of educating or instructing; activities that impart knowledge or skill.

Material fee: A fee charged to recover the cost of providing goods or materials which are retained by the students as his/her personal property.

Enrolment fee: Fees charged for the administrative process involved in processing application and or enrolments.

Education Agent’s Fee: Fees charged for clerical work to prepare or help prepare an application or other document

Please note: Tuition Fees should not be confused with Enrolment Fees which are non-refundable.
Procedure

1.1 In the unlikely event that NorthEd International College is unable to deliver your course in full; students may be offered enrolment in an alternative course by NorthEd International College at no extra cost.

1.2 Students have the right to choose whether they would prefer a refund of course fees, or to accept a place in another course. If he/she chooses placement in another course, NorthEd International College will require students to sign a document to indicate that you accept the placement.

1.3 If NorthEd International College is unable to provide a refund or place students in an alternative course our Tuition Protection Scheme, The ESOS Assurance Fund Manager will attempt to place students in a suitable alternative course or, if this is not possible, students will be eligible for a refund as calculated by the Fund Manager.

The refund of course fees will be determined by the following criteria and calculations.

NorthEd International College Default

2.1 NorthEd International College will refund course fees paid by the student in the event that:

- The course does not start of 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 the College has a sanction imposed by a government regulator
- If the course defaults, refunds will be granted in accordance with the provisions of the ESOS Act 2000 (s.46A ESOS ACT) and the ESOS Regulations

2.2 Where the student has not accepted a place in an alternative course the following applies.

2.3 Calculation of the amount of unspent pre-paid fees – provider default

For subsection 46D (7) of the Act, the specified method for working out the amount of unspent pre-paid fees is:

(a) Pre-paid amount for a particular period / Number of weeks\(^1\) to which the payment relates

   \[ \text{Tuition fee per week} \]

   Example (a) \[ $5500 / 20 = $275 \text{ per week} \]

(b) Tuition fee per week \(\times\) number of weeks\(^2\) between the date of default and the end of the period to which the payment relates

   \[ \text{unspent pre-paid tuition (the refund amount)} \]

   Example (b) \[ $275 \times 5 \text{ (weeks remaining pre-paid)} = $1375 \text{ refund due} \]
The number of weeks to which the pre-paid amount relates is to be calculated by rounding up the number obtained by dividing the number of days between the start and end dates of the period to which the payment relates (inclusive) by 7.

The number of weeks between the date of default and the end of the period to which the payment relates is to be calculated by rounding up the number obtained by dividing the number of days between the date of default and the end date of the period to which the payment relates (inclusive) by 7.

Refunds under the above conditions will be paid in full to the Student within 14 days.

3 Student Default

3.1 Calculation of the amount of unspent pre-paid fees – other cases

The amount of unspent pre-paid fees that the provider must refund the student for the purpose of subsection 47E(2) of the Act is the total amount of the pre-paid fees the provider received for the course in respect of the student less the following amount:

The lesser of:

(a) 5% of the total amount of pre-paid fees that the provider received in respect of the student for the course before the default day; or

(b) the sum of $500

Example student pays $5500 and completes 15 weeks or learning, the student then defaults and the sum of $1375 is left as unspent pre-paid fees.

The provider can only take the least amount of 5% of $1375 or $500

In this case the provider will retain the 5% which is a total of $68

4 Student Unpaid Fees

4.1 The College reserves the right to withhold granting the Qualification attained by the Student, if student fees remain outstanding.

4.2 Any agreement and the availability of complaints and appeals processes, does not remove the students right to take action under Australia’s consumer protection laws. NorthEd International College’s dispute resolution processes do not circumscribe the Student’s right to pursue other legal remedies.

4.3 Students may access the “Student Complaints Feedback & Appeals Form” available from the web site www.northed.edu.au or email enquiries@northed.edu.au for a copy. Alternatively they may contact the RTO Manager to request a form. The College will refund any monies due to the student, or to the student’s education agent (where applicable).

4.4 Any information that is provided to the College or that the College collects about students can be given to authorised State and Commonwealth Agencies and ESOS Assurance Fund Manager.
4.5 In the unlikely event that NorthEd International College is unable to deliver your course in full, students will be offered a refund of all the course money paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, students may be offered enrolment in an alternative course by NorthEd International College at no extra cost. Students have the right to choose whether they would prefer a full refund of course fees, or to accept a place in another course. If he/she chooses placement in another course, NorthEd International College will require students to sign a document to indicate that you accept the placement.

4.6 If NorthEd International College is unable to provide a refund or place students in an alternative course our Tuition Assurance Scheme - Australian Council for Private Education and Training (ACPET) will place Students in a suitable alternative course at no extra cost to the student. If ACPET cannot place students in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place students in a suitable alternative course or, if this is not possible, students will be eligible for a refund as calculated by the Fund Manager.

5 College Enrolment & Refund Agreement

In making a contract to enrol in a course(s) at the College the Applicant acknowledges:

- That the information provided by the Applicant in their application is complete and correct.
- Agrees to be bound by the College Code of Practice and regulations and any amendments made to the rules and regulations.
- Agrees to undertake a testing requirement prior to any course entry, if deemed necessary by the College.
- Agrees to observe the Department of Immigration and Citizenship (DIAC) Student visa requirements.
- Agrees to pay all fees required on or by the due date as notified in writing by the College or as per the invoice. A penalty of $50 per week applies for late payment.
- The College will access these fees in accordance with the procedures established by the State Government and the Department of Employment Education and Workplace Relations.
- The College reserves the right to accept or reject any application for enrolment at its discretion.
- The College reserves the right to cancel any course prior to the commencement date of the course should it deem it necessary and in that event, shall refund all payments received from the Applicant.
- Refunds are made in accordance with the International Student Refund Policy and full refunds of amounts owed to the Student will be made within 14 days of the application being finalizes.
- Where a Student defaults, the College may refuse to provide or continue providing the course under the following circumstances:
  * the Student failed to pay an amount he or she was liable to pay the College, directly or indirectly, in order to undertake the course;
  * the Student breached a condition of his or her Student Visa; and
  * misbehaviour by the Student (as outlined in NorthEd International College Student Manual and Orientation Guide).

This written agreement does not limit a student to a refund where a Student Visa is refused and the student is unable to take the course for which they have been accepted. NOTE: All applications for refunds must be made in writing by way of the Refund Request Form (available from the College...
reception area) and submitted to the RTO Manager by registered mail, courier or personal delivery as soon as practicable.

Prospective Students who are overseas should contact the RTO Manager for information regarding the process for claiming refunds.

6 Process for claiming refunds

6.1 Refund applications for full or partial refunds must:

• Be made in writing on the International Student Withdrawal & Application for Refund Form

• Set out the reasons for the application (full explanation to be attached to the International Student Withdrawal & Application for Refund Form); and

• Be accompanied by supporting documents as may be appropriate; and be forwarded to:

RTO Manager
NorthEd International College
585 River Avenue
Merbein South Victoria
AUSTRALIA
Email: enquiries@northed.edu.au

Refund Agreement to be read, signed and returned to NorthEd International College Administration

This Agreement is made between

NorthEd International College and Applicant Name_____________________________

You should keep a copy of this refund agreement in a safe place for future reference.

7 Associated documents

• International Student Handbook
• Higher Education Support Act 2003
• Refund Form
• Complaints Grievance and Appeals Policy