

## NEC INTERNATIONAL STUDENT REFUND POLICY



**New England College** is the trading name of **New England Institute of Technology Pty Ltd**

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## DOCUMENT CONTROL

### Version History

Version	Date	Details
V1.0		Archived – due to change in trading name
V2.0	01.02.2016	Archived (updated to new trading name New England College, header, footer, phone number, e-mail id)
V2.1	01.07.2017	Minor updates

### Review Process:

This policy shall be reviewed annually in compliance with education industry standards including the National Code of Practice for Registration Authorities Providers of Education to Overseas Students, 2007

Next Review Due: **June 2018**



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## REFUND POLICY

NEC's policy on the refund of Course fees and other course money for international students has been developed in accordance with the ESOS Act 2000 as amended in 2012, ESOS Regulations 2001, National Code 2007. This policy applies equally to all new and re-enrolling students unless otherwise stated.

All money received by all parties (including education agents), prior to a student's commencement will be banked within 5 business days of receipt.

Amounts below include any course money collected by education agents on behalf of New England College.

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Visa refused prior to or after the course commencement (off-shore students)	Full refund, less no more than the lesser of AUD\$200 (Administration Fee) and 5% of the Total course money received before default date.
Visa extension is refused (continuing overseas student)  Non-commencement due to visa renewal application is refused (on-shore students)	Refund of unused tuition fees.  Full refund.
Withdrawal at least 8 weeks prior to course commencement date	Full refund less AUD\$200 (Administration Fee)
Withdrawal less than 8 weeks prior to course commencement date where visa is granted	No refund
Withdrawal after the course commencement date where the visa is granted	No refund
The Institute is unable to provide the course for which the original offer was made.	Full refund
Course withdrawn by the Institute	Full refund
Visa cancelled due to actions of the student	No refund
Withdrawal from study - current students	No refund
Airport pick-up	No refund
Home stay fees and accommodation booking fee	No refund



All applications for refund must be made in writing using the Fees Refund Application Form and submitted to the Administrative Staff as prescribed in this policy. A refund will be paid directly to the student who entered into the agreement with New England College.

This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

## 1.1. Full Refund of Pre-Paid Fees for Studies Not Undertaken

A refund of any pre-paid fees will be provided in the following circumstances:

- The course in which the student is enrolled does not start on the agreed starting date indicated in the offer letter; or
- The course stops being provided to student after it starts and before it is completed; or
- The course is not provided fully to the student because the Institute has a sanction imposed by the government regulator; or
- If the student's application for a student visa is refused such that the student cannot undertake studies in Australia, a Full refund will be given, less no more than the lesser of AUD\$200 (Administration fee) and 5% of the Total course money received before default date. The student must provide proof of refusal from the Australian Government or else a refund will not be granted; or
- If 8 weeks or more prior to the student's course commencement date, the student indicates to the Institute in writing, that he or she wishes to withdraw from the course, a Full refund of fees received by the Institute less AUD\$200 Administrative Fee will be granted.

Please note, in all of the above cases, course commencement date is the date indicated on the student's most current CoE.

Please take note that there will be no refund for the following administrative fees:

### 1. Bank charges

- This will cost approximately AUD\$25; depending on the bank current overseas bank draft charges.

### 2. Postage or Courier charges

- This will cost within AUD\$15 – AUD\$50; depending on the method of postage and/or courier selection.



## 1.2. Student Visa not approved

If the student's application for a student visa is refused such that the student cannot undertake studies in Australia, a full refund will be given, less no more than the lesser of AUD\$200 (Administration fee) and 5% of the total course money received before default date. The student must provide proof of refusal from the Australian Government/Visa Processing Officer or else a refund will not be granted.

## 1.3. Provider Default

In the event that New England College is unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an approved course offered by the College, at no extra cost to you. You have the right to choose whether you would prefer a refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.

In the unlikely event of a provider not being able to continue to offer courses to students, students studying in Australian are protected under a Tuition Protection Scheme (TPS). Under this scheme students will be offered an alternate provider to study the same course/qualification or given a refund of unused tuition fees. The TPS Director may recover from a provider as a debt, the amount equal to the amount paid for a student under the TPS.

### Timeline for Provider and Student Default

<b>DEFAULT - Refer Sections 46 &amp; 47 of ESOS Act 2000</b>
NEC must notify DIISTRE and the TPS Director within 3 business days if we default and notify students in writing.
Within 14 days NEC will either offer an alternate place at NEC's expense (student must accept in writing) or offer student a refund for unused fees.
NEC must notify DIISTRE and TPS Director of provider default outcomes within 7 days of the alternative course or refund provided to the student/s.
NEC must notify DIISTRE and TPS Director of student default within 5 business days.
NEC must refund in 4 weeks except for student visa refusal.
If NEC does not have a compliant written agreement, or if a student's visa is refused, refunds are calculated as per 47E(4) of the ESOS Act 2000.
NEC must notify DIISTRE and TPS Director within 7 days for student default of its discharge obligations within 7 days of the default period.



If a registered provider of an alternative course offers the student a place in the course, the student may accept the offer in writing within 30 days after the end of the provider obligation period unless the period is varied by the TPS Director.

## 1.4. No Refunds

No refund will be provided in the following circumstances:

- If the student notifies New England College less than 8 weeks prior to the student's course commencement date that he/she wishes to withdraw from the course; or
- If the student notifies New England College on or after the commencement date that he/she wishes to withdraw from the course; or
- If the student defaults either before or after the commencement of his/her course.

### **Student default occurs when:**

- The student does not commence the course on the date specified in the student's CoE and does not notify the Institute; or
  - The student fails to pay any monies for which he/she was liable to pay to NEC, directly or indirectly; or
  - The student breaches a condition of student visa; or
  - If after deferring, a student gives written notice that they do not wish to continue/start their studies.
  - Misconduct or Misbehaviour by the student.
- 
- A student abandons his/her course without formally cancelling his or her enrolment with NEC. However, the balance of all fees due will be invoiced to the student.
  - Where a student has received a packaged offer for a combination of courses, and does not enrol in the second or subsequent course, the deposit paid for those courses shall be retained by NEC.

**Note:** The College reserves the right to withhold granting the Award attained by the student, if student fees remain outstanding.

The College reserves the right to retain the full fee paid where an offer was made on the basis of fraudulent documents.



## 1.5. Alternative Course Offer

New England College may arrange for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding course money. Where the student agrees to this arrangement, New England College will not be liable to refund the money owed for the original enrolment.

This policy on the refund of tuition fees constitutes a written agreement between NEC and the international student for the purposes of ESOS Act 2000 as amended in 2012, ESOS Regulations 2001 and the National Code 2007. This agreement is formed when a student signs his or her acceptance form and pays the program deposit.

## 1.6. Deferral of Studies

Students who wish to defer their course commencement date must notify NEC in writing prior to the course commencement date. A new Offer letter will be issued advising the student of their new course commencement date. (NOTE: A place may only be deferred for up to 6 calendar months) Where a course deferral is granted, any monies paid to accept the original course will be transferred as a deposit for the deferred course. Refer to Deferral, Suspension and Cancelling of Student Enrolment and Leave of Absence Policy and Procedure below.

## 2. Terms and conditions

1. All applicants/students must read and understand the Refund Policy and must agree to the conditions below.
2. Tuition Fees are defined as fees payable for tuition as officially published or provided by the College. Course fees are tuition fees plus any enrolment fee and learning resource fee where applicable.
3. This Refund Policy must be provided to the student prior to any payment being made. National Code 2007 Standard 3 & Education (Overseas Student) Registration 19987(3).
4. Any approved refund provision will be paid by NEC in AUD, to the person who has entered into a contract with NEC, unless this is impracticable in accordance to Education (Overseas Student) Registration 1998 7 (2) (c)





### 3. Refund Application and Payment Information

Refunds of fees paid, less deductions provided for in this policy, will be made, if students apply in writing to the Accounts Department, as prescribed in this policy.

3.1.1. International students seeking a refund while “in Australia” must complete and submit the Application for Refund Form, available from NEC. Appropriate supporting documentation needs to be included e.g. evidence of arrangements for departure from Australia, acceptance into another program of study, etc.

3.1.2. International students seeking a refund while “outside Australia” must complete and submit the application to New England College by the student or the agent to the Overseas Representative Office . They must include in their refund request letter, their contact details, and the reason for the request for a refund. Appropriate supporting evidence must be provided with the letter.

In order for a refund to be payable, the funds must be available (e.g. cheques are cleared, telegraphic transfers received), and any debts to NEC must be paid in full or the outstanding amounts will be deducted from the refund. Refunds will be made to the person who entered into the contract only.

Refunds will be made to the person who entered into the contract within 4 weeks of receipt of a written application and will include a Refund letter explaining how the refund was calculated. In the case of provider default the refund will be paid within 2 weeks (section 27 ESOS Act 2000) from the date that application received.

NEC reserves the right to retain the amount of any agent fee incurred by NEC in recruiting a student, in addition to any other amount NEC is entitled to.

### 4. Grievance Procedures

Students who believe they have been charged an incorrect fee or given an incorrect refund are entitled to dispute the decision using New England College’s Complaints & Appeals procedure.

Any appeal regarding decisions relating to this policy should be lodged in writing with NEC within 10 working days of the student receiving the original decision from NEC.

Written appeals should be addressed to the International Liaison Officer.

**This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws.**

New England College’s Complaints & Appeals procedure does not circumscribe the student’s right to pursue other legal remedies.



## 5. REFERENCES

R1 National Code 2007 Standard 3

R2 Education (Overseas Student) Registration 1998 7 (2) (b)

R3 Education Services Overseas Students Act 2000 (28)