



## Fees, Charges and Refund Policy and Procedure

### Purpose

To ensure that Newton College (NC) provides prospective students, current students and former students with clear and transparent information about fees, charges and refunds at NC. This policy is set in compliance with the *Education Services for Overseas Students Act 2000 (ESOS Act 2000)*, the *National Code 2018* and the *Standards for Registered Training Organisations 2015 (SRTO 2015)*.

### Scope

This policy applies to prospective, current and former students.

### Policy

#### Fees and Charges

- 1) NC will ensure that fees and charges are collected and administered according to the applicable legislative and contractual agreements.
- 2) Fees and charges are clearly informed publicly in the Student Prospectus. This information will be supplied by the NC marketing team and its authorised education agents in the marketing materials. The NC Director of Marketing is responsible for the accuracy of such information according to the Marketing Information and Practice Policy and Procedure.
- 3) Fees and charges include both tuition fee and non-tuition fee.
- 4) Fees and charges are clearly advised in the Written Agreement according to the Admissions Policy and Procedure.
- 5) Tuition fees are payable on the first day of the study term. For overseas students who need Confirmation of Enrolment (CoE) issued from PRISMS, deposit is payable before the CoE is issued. The deposit amount is clearly listed in the student Written Agreement. The rest tuition fees are payable on the first day of the study term.
- 6) The amount of advance payment requested by NC will not exceed 50 per cent of the student's total tuition fees for their course.
- 7) Students wishing to pay more than 50 per cent of their total course tuition fees may pay up to 100 per cent at their own discretion.
- 8) Payment plans can be negotiated, at the discretion of the RTO Manager, if students are not able to pay their tuition fee in full when due.

#### Refund of Fees and Charges

- 1) NC will refund tuition fees in accordance with the provisions of applicable legislation.
- 2) The CEO will review the refund schedule annually. The schedule will be included in the student Written Agreement and in this Policy and Procedure.
- 3) NC will make the refund to a prospective, current or former student under this policy or to the student's authorised education agent in Written Agreement.
- 4) Refunds will be made using the same method as was used to make the initial payment. For example, if tuition fees were made by credit card, a refund of those tuition fees will be made by payment to that card.





- 5) There are two categories of refund, Student Default and Provider Default.

### Refund Due to Student Default

- 1) Under section 47A of the ESOS Act, an overseas student or intending overseas student defaults in relation to a course at a location if:
  - The course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn), or
  - The student withdraws from the course at the location (either before or after the agreed starting day), or
  - The registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
    - ◊ The student failed to pay an amount payable to the provider of the course
    - ◊ The student breached a condition of their student visa
    - ◊ Misbehaviour by the student (note: the student is entitled to 'natural justice' under subsection 47A(3) of the ESOS Act).
- 2) If the Australian Department of Home Affairs (DHA) has refused a student's visa application and the student cannot undertake the course, NC will refund any prepaid unspent tuition and non-tuition fees within 20 business days where the student can provide evidence that their application was refused by the DHA. However, if DHA's refusal is due to the student or their representative providing fraudulent, forged or deliberately misleading documents or misinformation, no refund will be granted even though the student has not yet commenced their studies.
- 3) If NC receives student written application for withdrawal prior to the course commencement date, NC will refund the amount of prepaid fees according to the fee refund calculations that is advised in the Written Agreement.
- 4) If NC receives student written application for withdrawal after the course commencement date, the student will take the liability for fees even if the student has not attended any classes or has been reported in PRISMS as non-commencement.
- 5) If an enrolment cancellation is initiated by NC due to any reason(s) described in the Deferring, Suspending and Cancelling an Overseas Student Enrolment Policy and Procedure, there will be no refund of current term fees that the enrolment being cancelled and any prepaid tuition fees for the subsequent terms.
- 6) If the supporting documents a student submits for the application are found to be fraudulent, forged or deliberately misleading, no refund will be paid.
- 7) Application fee is non-refundable except for the case of visa refusal prior to the course commencement.
- 8) In a case when student is given a deferral for a term and the fees is transferred from the previous term to the deferral term and then student apply for withdraw, no refund for that deferral term will be paid. Refund will be applicable for the prepaid fees for the subsequent term(s) after this deferral period.
- 9) Refund may be granted on compassionate and compelling reasons due to the discretion of the RTO Manager.



## Refund Due to Provider Default

- 1) If for any reason NC fails to provide the course that student is admitted prior to the course commencement, and the student cannot be placed, or reject the placement arranged by NC, a full refund including the tuition and non-tuition fees will be made within 14 business days of the course commencement date.
- 2) If for any reason NC fails to provide the course after student has commenced but before it is completed, and the student cannot be placed, or reject the placement arranged by NC, a refund of the unspent tuition fees will be paid by NC (not including the non-refundable fees) within 14 business days of the course default day.
- 3) In the cases of 1) and 2), the affected student will be notified by the RTO Manager and student must submit the Refund Application Form for the refund process.
- 4) In the case that NC is unable to meet its obligation of providing an agreeable alternative course for the student, or a refund, the student will receive advice to seek assistance from the Australian Government's Tuition Protection Services (TPS). Information on the TPS can be found at: <http://tps.gov.au/>.

## Appeals on Refund

Students have the rights to lodge a formal appeal on a refund application according to the Student Complaints and Appeals Policy and Procedure.

## Procedure

## Fees and Charges

### Payment of fees

- 1) Student payment are payable through Electronic Funds Transfer (EFT) to the NC nominated bank account, or in person at the NC reception by cash or Eftpos. Student must reference their names when paying by EFT.
- 2) Tuition fee must be paid prior to the course commencement date. Late payment can be extended for a maximum of two weeks after the course commencement subject to the RTO Manager approval.
- 3) There is no cost for the issuance of qualification Certificate and Statement of Attainment on the completion of the course if the course/unit fees have been paid.

## Refunds

- 1) The refund conditions are listed in this Policy and Procedure which can be accessed on the NC website and included in the student Written Agreement.
- 2) The student must submit a refund application by completing the Refund Application Form which can be downloaded from the NC website. Supporting documents must be submitted with the application if applicable.



- 3) The RTO Manager will assess the refund application and calculate the refund amount. The application outcome must be provided to student in writing within 10 business days from the receipt of the application.
- 4) The refund will be paid to the student's/nominated agent's bank account within 20 business days if it is student default and within 14 days if it is provider default.
- 5) The refund application form will be archived in the student's file.
- 6) The entire refund amount for which the intended student is eligible shall be forwarded to the person who paid the fees in his or her home country, unless the student is transferring to another institution in Australia (subject to visa conditions), in which case any refund may be remitted to that institution.
- 7) Written authorisation from that student is required before refunds can be made payable to any other party or third-party individual, or any entity. Students should submit this authorisation with their written request for refund. All Student refunds are made in Australian dollars or the foreign currency equivalent at the time and will be net of any handling fee charged by local representatives used by the Student.

### Refund Schedule

The Refund Application Form must be submitted to [admissions@newton.edu.au](mailto:admissions@newton.edu.au), with the supporting documents. The Form can be downloaded from <http://www.newton.edu.au/Front/Home/news/id/77.html>.

<b>Provider Default</b>	
NC fails to provide the course that student is admitted prior to the course commencement, and the student cannot be placed, or reject the placement arranged by NC.	100% refund of tuition fees and application fee
NC fails to provide the course after student has commenced but before it is completed, and the student cannot be placed, or reject the placement arranged by NC	100% refund of the unspent tuition fees (Application fee is non-refundable)
<b>Student Default</b>	
Visa refusal prior to the course commencement (offshore)	100% refund of tuition fees (application fee is non-refundable)
Visa refusal due to fraudulent, forged document or deliberately misleading information	No refund
Visa refusal (extension) after the course commencement	100% refund of the unspent tuition fees Application fee is non-refundable



Withdrawal Notified in writing to NC 28 days prior to course commencement	70% refund of the tuition and non-tuition fees for term withdraw from 100% refund of the paid tuition and non-tuition fees for the subsequent term(s) Application fee is non-refundable
Withdrawal Notified in writing to NC 14 days prior to course commencement	50% refund of the tuition and non-tuition fees for term withdraw from 100% refund of the paid tuition and non-tuition fees for the subsequent term(s) Application fee is non-refundable
Withdrawal Notified in writing to NC on or after 2 weeks prior to or after course commencement	No refund

## Definitions

Written Agreement:	Sets out the services NC will provide and the student's obligations in the form of a signed binding document.
PRISMS:	Provider Registration and International Student Management System
Deposit:	A sum of money paid in advance or on the first purchase of something, with an outstanding balance to be paid at a later date
Natural Justice:	Principles or procedures that are felt instinctively to be morally right and fair
Fraudulent:	Wrongful or criminal activity intended to deceive to result in personal gain
Forgery:	Action of copying a document, signature, money, or art
Misinformation:	False information, with the intention to deliberately deceive
TPS:	The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study
Appeal:	Make a request for a reversal/change of a decision
Certificate:	An official document confirming the level of achievement
Statement of Attainment:	A document, which shows the units of competency completed by the student.



## Document Control

Policy Owner:	RTO Manager
Endorsed By:	PEO
Person Responsible for Implementation:	RTO Manager
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