



General

If NSWHE (NSWHE) receives fees paid in arrears, then the refund policy is not applicable. For those students who pay their fees in advance the following applies:

- If an applicant accepts a place offered by NSWHE and pays the fees, it means a binding contract is created between the student and NSWHE.
- Under current legislation, there are several circumstances where a student may be in default.
- Notification of cancellation/withdrawal from Unit/s of Competency, withdrawal, or deferral from a course of study must be made in writing to NSWHE.
- In the case of cancellation/withdrawal, the cancellation fee will be calculated as shown at Table 1.

NSWHE offers the following information in relation to refunds of course money in the case of student and provider default:

- a) Amounts that may or may not be repaid to the student;
- b) Processes for claiming a refund;
- c) A plain English explanation of what happens in the event of a program not being delivered; and
- d) A statement that “This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia consumer law”.

Visa Refusal

If NSWHE is advised of a Visa Refusal by a student or their representative it will require the affected party to complete an Application for a Student Refund. This refund and the amount will be advised to the student using a form Acceptance of Course Refund. Once the acceptance has been received a refund of the advised amount will be made to the affected parties directed account.

NSWHE default

This policy applies to an intending student in relation to a program if:

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- d) And the student has not withdrawn before the default day.



Student Default

This policy also applies to all students or intending students in relation to a program if:

- a) The program starts on the agreed starting day, but the student does not start the program on that day (and has not previously withdrawn); or
- b) The student withdraws from the program (either before or after the agreed starting day); or
- c) The registered provider of the program refuses to provide, or continue providing, or provide progress documentation for a program to the student because of one or more of the following events:
 - The student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the program;
 - Misbehaviour by the student.

NSWHE will make a refund within four (4) weeks of a Provider Default of receiving a written claim by the student in accordance with the Terms and Conditions as outlined on this Acceptance of Offer / Student Agreement.

All refund considerations will be strictly limited to the total of monies which NSWHE has received. The refund calculation will not include:

1. Enrolment fees are non-refundable;
2. If a student notifies NSWHE of their intention to withdraw from individual units or a program before their original start date, then they will be eligible to receive a refund minus a \$250 administration fee;
3. No refunds will be given for notification of withdrawal which occurs after the start of the program. The exception to this is noted in paragraph four (4).
4. Once training has commenced in the program e.g. Diploma of Leadership and Management, no refund is available to participants who leave before finalising the program unless the student can provide a medical certificate or show extreme personal hardship. In that case, fees may be refunded on a pro-rata basis, minus the administrative fee. However, should participants wish to resume their studies at a later date, the original fee payment can be used as credit towards that program within twelve months of initial payment. Refund requests should be made in writing.
5. Proportion of program money received for the proportion of the program provided to the student before the default date;
6. If a student notifies NSWHE of their intention to withdraw before the original start date and are eligible for a refund as per paragraph three (3) above, then the refund will be paid within four (4) weeks of NSWHE receiving your request for refund.
7. All fees and charges are payable upon invoice and will cover a period of the impending study period. Students may be precluded from sitting exams, receiving results or attending classes if tuition fees are not paid by the date specified on the invoice.
8. Any refund will be paid to the person or entity that originally paid the program fees and, where possible, in the same currency in which the fees were paid.
9. A Transfer of Provider, if requested you must give NSWHE four weeks written notice prior to your next instalment due date or a minimum payment of one (1) month tuition fee plus an administration fee of \$250.00.
10. Fees may be subject to change without notice.



In all circumstances NSWHE will provide a statement and an explanation of how the refund was calculated and make fully available access to NSWHE Grievance/Complaints/Appeals Policy. This agreement and the availability of NSWHE Complaints and Appeals process does not remove the right of the student to take action under Australia's consumer protection laws.

Table 1	
Refund Circumstances	Refund Amount
Visa Refusal	Full refund of the tuition fees, 100% of material fees and less administration fee of \$250
Withdrawal at least four (4) weeks prior to the agreed start date	Refund equal to 70% of the tuition fees, 100% of material fees and less administration fee of \$250
Withdrawal less than four (4) weeks prior to agreed start date	Refund equal to 50% of the tuition fees, 100% of material fees and less administration fee of \$250
Withdrawal after the agreed start date	No refund
NSWHE is unable to provide the program for which the original offer was made (Provider Default)	Full refund
Special circumstances where the student is not able to travel to Australia, not due to a visa rejection, but due to compelling or compassionate reasons outside the control of the student, supported by written evidence and as determined by the college	Full refund of the tuition fees, 100% of material fees and less administration fee of \$250
Breach of student visa conditions, visa cancellation or failure to comply with enrolment conditions	No refund
Late arrival to a course and student has been granted a visa	No refund
Student expelled from the college for breaching college policies and has started and is completing a course	No refund
All tuition fee refunds will attract \$250.00 Administration Fee	Non- Refundable



In the event of student/agent requesting to make changes to agreed starting date by email or by telephone and any communication by NSWHE with the student/agent in reference to the change/deferment to agreed starting date shall be binding and in such cases for Refund purposes, the agreed starting date will be the initial course start/agreed starting date before any change/deferment is made. This policy covers full and partial refunds, refunds in the event of student default and in the case of provider default.

NSWHE will withhold granting the award attained by the student, if student fees remain outstanding.

Refer to the Student Complaints & Appeals policy and procedure on the NSWHE website and in the Student Handbook if you wish to appeal the Refund Policy.

NSWHE will consider the following exceptional circumstances as grounds for a student's withdrawal from the program:

- Severe life-threatening illness or disability.
- Death of an immediate family member (i.e. Mother, Father, Brother, Sister or relative where it can be shown that severe hardship may be felt by the family if study did occur)

When acceptable documentary evidence is produced, refunds will be at the discretion of NSWHE.

NSWHE does not provide refunds for:

- Application fees, accommodation assistance fees & airport reception fees
- Withdrawal from course after the course has commenced
- Change in student's work hours
- Inconvenience of travel to class
- Moving interstate or overseas
- Job change or retrenchment
- Students who leave before completing the course and/or qualification
- All bank charges incurred by NSWHE in issuing a refund will be met by the student.

In the event that the student does not commence studies on the due date, the Organisation will advise the DHA via PRISMS of details of the student who has not commenced studies within a period of 14 days.



Student Default

A student is not eligible for a refund in the event of student default. A student defaults when:

- 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
- The student withdraws from the course (either before or after the agreed starting date); or
- The Organisation refuses to provide, or continue providing, the course to the student because of one or more of the following events:
- The student failed to pay an amount he or she was liable to pay to the Organisation, directly or indirectly, in order to undertake the course; or
- The student breached a condition of his or her student visa; or
- Misbehaviour by the student.

Student Default Timelines

Providers are still required to notify of an outcome of discharge of obligations for a student default in two circumstances:

1. if the student default is due to visa refusal, or
2. if there is no compliant written agreement that meets the requirements of section 47B of the ESOS Act

These reports must be done within 7 days after the end of the provider obligation period, as per the current requirements. The ESOS Act under subsection 47E (3) defines the provider obligation period as 4 weeks after the default day. As such providers have 4 weeks + 7 days to report the outcome.

Students Rights to Appeal

Any student who is refused a refund by NSWHE may appeal within 14 days in writing to the International Student Support Manager who makes available the Complaints and Appeals Policy.

The Organisations appeal process does not circumscribe the student's right to pursue other legal remedies.

This agreement, and the availability of complaints and appeal processes, does not remove the right of the student to take action under Australia consumer law.



Cancellation or Non-delivery of the Course (Provider default)

In the unlikely event that the Organisation defaults, it will notify DHA and Tuition Protection Service (TPS) Director within three (3) business days of the default and will have a period of 14 days to satisfy its tuition protection obligations in relation to an affected student.

The Organisation defaults when:

- It fails to provide the course to the student on the agreed starting date; or
- The course ceases to be provided to the student any time after it starts but before it is completed; and
- The student has not withdrawn before the default day.

In the unlikely event that the Organisation is unable to deliver the course in full, the student will be offered enrolment into an alternative course at no extra cost or, the student will be refunded the unspent portion of the tuition fees paid to date within two (2) weeks of the day on which the course ceased to be provided.

Students have the right to choose whether they would accept a refund of tuition fees or to accept a place in an alternative course. If student chooses placement in another course, the student will sign a new written agreement with the Organisation to indicate the student accepted the placement.

In the unlikely event the Organisation is unable to provide a refund or place student in an alternative course, the 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.

Students in this instance are advised to contact <https://tps.gov.au/StaticContent/Get/StudentInformation>.

Refund Process

All requests for a refund must be submitted on the appropriate 'Refund Application Form', to the NSWHE Administration Office. Refund requests must be accompanied by official documentary evidence.

If the student is unable to access the refund application form a refund request should be made in writing and emailed to; CEO on (02) 9692 9607

- Refunds will only be in Australian dollars.
- The refund will only be made in the name of the person or entity who paid the student fees unless the student gives a written direction to NSWHE to pay the refund to someone else.
- Refunds are made in accordance with the policy above and full refunds of amounts owed to the students will be made within four (4) business weeks.
- All bank charges incurred by NSWHE in issuing a refund will be met by the student.
- In the instance of Provider or Student default, the reporting timelines stated in the Policy will be adhered to.