

Refund Policy for Overseas Students

The Newcastle International College has established and published policies. These policies are reviewed periodically, and students relying upon any of these policies to support or guide their studies should refer to the College's website (<https://www.nic.nsw.edu.au/>) for the most current and up to date version.

OVERVIEW

This policy was approved by the NIC Senior Management Team in May 2020 and supersedes all previously published Newcastle International College's Refund Policies.

PURPOSE/OBJECTIVE

The policy establishes the conditions under which the refund of course fees may be granted to overseas students, and defines how refunds will be administered by the Newcastle International College (NIC). This policy is consistent with the:

- *Education Services and Overseas Students Act 2000* (ESOS Act);
- National Code of Practice for Providers of Education and Training to Overseas Students 2018 (<https://internationaleducation.gov.au/>); and
- *Higher Education Support Act 2003* (HESA).

SCOPE

The policy applies to all students intending to be, currently and previously enrolled in NIC as an overseas student in any NIC program, at all campuses of NIC, including student applicants.

***Please note: A provider must not **require** any remaining fees earlier than **two** weeks before the start of the student's second study period.*

POLICY STATEMENT

NIC is committed to the value of fairness and accepts that in certain circumstances students will be entitled to a full or partial refund of course fees.

Fees

- Once an applicant accepts a place offered by NIC, this forms a binding contract between the applicant and NIC. Upon signing this contractual agreement, the applicant becomes known as an overseas student with NIC. This contract is governed by the laws of the Commonwealth of Australia and the State of New South Wales.
- Overseas students will not be permitted to commence or continue their course until all outstanding fees or charges are paid.
- Provision has been made to safeguard payments made in advance by students. All course fees will be deposited into the NIC Student Fees Account. When the student commences study, NIC will draw down these funds from the Student Fees Account.
- Fees are correct as at the time of publishing. The College reserves the right to update its fees at any time.

- Students are required to pay 50% of the total program fee on acceptance of the offer irrespective of the number of units taken in the first study period. Any fees paid in excess of the current enrolment load will be transferred to the following semester/trimester. Where a student studies less than a full semester/trimester load (four units), the student will be charged the current rate for each unit undertaken.
- A student who obtains permanent resident status after the census date in the relevant study period will be considered an international student for fee calculation purposes and will be liable to pay the tuition fees applying to international students for that study period. From the next study period, the student will need to apply to the university as a domestic student.

Refund

- No refunds are given for course fees or excess payments of fees unless the student has completed or withdrawn from their course.
- Late payment, cancellation and Financial Agreement charges are non-refundable.
- All requests for refunds of fees must be made in writing using the Student Request for a Refund Form which may be obtained from NIC's office. The form must be signed by the student, or in the event that the student does not have the capacity to do so, by the student's parent or legal guardian. The cancellation fee will be calculated as shown in Table 1 below.
- All fees paid including any course fees collected by education agents on behalf of NIC are subject to this refund policy.
- NIC reserves the right not to offer a course previously made available at its own discretion. Where a student is unable to enrol in a similar course at NIC and the enrolment is cancelled then all fees paid will be refunded.
- Where a student is found to have provided false or misleading information at any time, NIC reserves the right to retain up to 100% of any fees paid. In the event that a student has enrolled NIC may terminate the student's enrolment.
- Refund payments will be made in Australian Dollars (AUD).
- All refunds will be paid into the same account from which the payment was initially made to NIC.
- All refunds under this policy will be paid within four (4) weeks after receiving a complete written claim from the student. In the unlikely event that NIC 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 alternative course by NIC at no extra cost to you. You have the right to choose whether you would prefer a full 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. If NIC is unable to provide a refund or place you in an alternative course you will be covered by the Tuition Protection Service (TPS). The TPS will attempt to place you in a suitable alternative course or, if this is not possible, you will be eligible for a refund. For more information please visit <https://tps.gov.au>.
- NIC will use its best endeavours to ensure that students are aware of any available refunds under this policy, however, it is the responsibility of the student to be aware of any available refunds on their account and to maintain current contact details. Any balance remaining on the student account three months after the student has completed, cancelled or withdrawn from the program will be forfeited. Students can access their account details through NIC's student portal.

STUDENTS WHO ARE NOT ELIGIBLE FOR A REFUND

- If a student is found to have provided false or misleading information at any time, NIC reserves the right to retain up to 100% of any fees paid. In the event that the student has enrolled NIC may terminate that student's enrolment.

Deferring or Withdrawing (Cancelling)

- NIC's current, full *Student Deferral and Withdrawal Policy* is available at: www.nic.nsw.edu.au
- If a student wishes to defer enrolment until a later semester/trimester NIC will hold the fees paid until commencement, without penalty. Deferrals will only be accepted until the end of week 4, except where there is evidence of compassionate or compelling circumstances. Students who defer and then subsequently withdraw from the course will be liable to the refund policy from the date of application for the deferral. Maximum deferral is 3 semesters/trimesters or 12 months, except where there is evidence of compassionate or compelling circumstances.

Other Conditions

- For the purpose of the Refund Policy for Overseas Students, a course is defined as one semester/trimester of study in any program of NIC.
- Refund of OSHC premiums can only be considered in accordance with the refund policy of Allianz Global Assistance. A copy of this is provided at the Allianz Global Assistance website: <https://www.oshcallianzassistance.com.au/>
- If part of a *packaged program*³ is provided by an external party the refunds relating to that part of a program will not be covered by this policy.
- 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.
- Where a visa renewal is rejected due to a breach in visa conditions (e.g. misbehaviour), a student must withdraw from NIC and the cancellation fee will be calculated as shown in the Table 1.

Refunds will be granted according to the following guidelines. Any request which falls outside these guidelines will be referred to the College Director and Principal or their nominee, for consideration and decision.

Table 1 Refund Information

Notification Period	Refund
Withdrawal from single course(s)	
Weeks 1 – 4	100% of course fee No penalty
After week 4	No refund and liability for any outstanding tuition fees
Withdrawal from Program due to Visa Refusal (other than for breach of visa conditions – see below)	
Visa Refusal – prior to commencement of study Proof of refusal necessary, for example – letter of visa rejection from Australian embassy	Administration Fee (<i>Education Services for Overseas Students (Calculation of Refund) Specification 2014</i>) \$500
Visa Refusal – after commencement of study * Proof of refusal necessary, for example – letter of visa rejection from Australian embassy	Cancellation Fee – based on point in time student is refused visa during the study period (see below in this table)
Visa Refusal (extension or renewal) – after commencement of study ** Proof of refusal necessary, for example – letter of visa rejection from Australian embassy	Cancellation Fee – based on point in time student is refused visa during the study period (see below in this table)

***Student commenced study in an online mode while outside of Australia, prior to obtaining a Student Visa.**

****Student has studied for a period of time, online or on campus, with a valid Student Visa.**

Withdrawal from Program

More than 10 weeks prior to commencement	100% of program fee	Less a \$500 Administration Fee
More than 4 weeks and up to 10 weeks prior to commencement	70% of program fee	
4 weeks or less prior to commencement	40% of program fee	
Weeks 1 – 4	30% of program fee	
After week 4	No refund and liability for any outstanding tuition fees	

Leave of Absence

Leave during weeks 1 - 4	Fees transferred to subsequent study period	Subsequent withdrawal will incur a refund applicable as at date of receipt of the Leave of Absence notification
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Deferral of Program

Deferral to subsequent semester/trimester	No penalties. Monies held until commencement	Subsequent withdrawal will incur a refund applicable as at date of receipt of the Withdrawal notification
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Cancellation from Program by NIC

Cancellation due to breach of visa conditions , misconduct or unsatisfactory course progression	No refund and liability for any outstanding tuition fees	
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Applications for refund should be made on the Request for Refund form available on the NIC website at <http://www.nic.nsw.edu.au>. The form should be forwarded to NIC as soon as possible after the reason for a refund arises. Refunds will be paid within 4 weeks in the case of student default and 2 weeks in the case of NIC default. Written notification is required for Deferrals, Withdrawals, Leave of Absences and cancellations. International students who withdraw from their programs will have their COE's cancelled, which may also result in visa cancellation.

DEFINITIONS

- **Overseas Student**
Means a person (whether within or outside Australia) who holds a student visa.
- **Financial Agreement**
Student fee Financial Agreements are intended to assist students who can demonstrate financial hardship due to changed financial circumstances and who cannot pay their account in full by the due date.
- **Packaged Program**
A program that includes multiple courses, which may or may not be wholly provided by NIC.

RELATED DOCUMENTS

- Student Request for Refund Form
- Student Deferral or Withdrawal Policy
- The ESOS (Education Services for Overseas Students) Act 2000
- The National Code 2018
- The Tuition Protection Service (TPS) – <https://tps.gov.au>

AMENDMENT HISTORY

Department:	Finance	
Approval Authority:	SMT	
Approval Date:	5 May 2020	
Date for Next Review:	May 2022	
Revision Date	Version	Summary of changes
16/02/2011	1	Policy developed and implemented.
29/06/2012	2	Statement added – Please note: <i>A provider must not require any remaining fees earlier than two weeks before the start of the student's second study period.</i>
28/09/2012	3	Document updated to reflect current UPD formatting.
08/10/2012	4	Amended information regarding Tuition Protection Service (TPS). The relevant documents section has been also updated to add the new Tuition Protection Service (TPS).
13/09/2013	5	Policy updated to include the following statement: <i>Where a student is found to have provided false or misleading information at any time, NIC reserves the right to retain up to 100% of any fees paid. In the event that a student has enrolled NIC may terminate the student's enrolment.</i>
26/06/2014	6	Complete review of policy. Updated refund table
24/03/2015	7	Removed statement: "If a student's visa has been refused due to the provision of fraudulent documents, no refund will be given." As per directive from Headoffice.
30/10/2017	8	Updated by Finance
18/01/2018	9	Change Payment Plan to Financial Agreement, Change National Code 2007 to National Code 2018
30/04/2020	10	Changes to include visa refusal post enrolment as per Navitas recommendation to reflect situation of online/offshore learning