

## FEEES AND REFUNDS POLICY

### 1. POLICY STATEMENT

- 1.1 NORTWEST is committed to ensuring fair and equitable policies and procedures are in place regarding payment of monies to the Institute. NORTWEST is bound by and accepts the responsibility under the Commonwealth and State legislation governing the operations of the NORTWEST including refunds of student fees.
- 1.2 Refunds will only be paid to the student who paid the fees. Students wishing transfers to third parties must request so in writing.

### 2. PURPOSE

The purpose of this procedure is to provide conditions on fees, charges and refunds of student fees and charges where applicable.

### 3. DEFINITIONS

- 3.1 **Course Fees or Fees:** Refers to the cost of the course a student has enrolled into.
- 3.2 **ESOS:** Education Services to Overseas Student Act 2007.
- 3.3 **Enrolment Fee:** Refers to the administration, processing and handling fee for enrolling a student.
- 3.4 **OSHC Fee:** Refers to the Overseas Student Health Cover, which is a compulsory medical insurance scheme for overseas temporary visa entrants coming into Australia as holders of students' visa.
- 3.5 **Deferment** - To temporarily adjourn, delay or postpone studies. Students need to provide appropriate evidence.
- 3.6 **DIBP** – Department of Immigration and Border Protection.
- 3.7 **Letter of Release** – Required if the student has not completed six (6) months of their principal course, and would like to transfer to another provider.
- 3.8 **Principal Course** – refers to the main course of study to be undertaken by an overseas student where a student has applied for multiple courses. The principal course of study would be the final course for which student visa has been issued.
- 3.9 **Cancellation of Enrolment** – to permanently terminate a student's enrolment
- 3.10 **Suspension** – to temporarily disallow a student entry to studies, premises or services.
- 3.11 **Expulsion** – to permanently disallow a student entry to studies.
- 3.12 **Leave of Absence** - a period of absence.
- 3.13 **Compassionate or compelling circumstances:**  
This means unusual, exceptional or compelling circumstances that are not part of daily life experience the following are grounds that must be strictly addressed with appropriate documented evidence and may include:
  - Serious illness or injury, where a medical certificate states that the student is unable to attend classes for a significant period of time
  - If illness is psychological – must provide a psychologists report
  - Bereavement of close family members such as parents or grandparents
  - Major political upheaval or natural disaster in the home country requiring emergency travel
  - A traumatic experience which could include involvement in, or witnessing a serious accident; and witnessing or being the victim of a serious crime
- 3.14 **Extenuating circumstances:**  
Circumstances which relate to student welfare may include but are not limited to:
  - Refusing to maintain approved care arrangements
  - Is missing
  - Severe depression or psychological issues which lead to provider concern for students wellbeing

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- Has engaged or threatens to engage in behaviour that is reasonably believed to endanger the student or others.
- Is at risk of committing a criminal offence
- Any claim of extenuating circumstances will need to be supported by appropriate evidence.

#### 4 FEES

Students must have paid course fees, enrolment fee, OSHC and any prescribed fees to secure their enrolment with NORTWEST. Students must submit the signed agreement prior to payment. Students are required to pay invoiced and nominated fees by the due dates. The following describes fees requirements:

##### 4.1 Enrolment

Students are required complete an application form with enrolment fee. When processed, students are required to return a signed agreement with or prior to making payment in the first instance.

##### 4.2 Written Agreement

Each student will receive a written agreement which will state due dates for fees. Furthermore, students will be sent a fee payment reminder no later than two weeks prior to their fees due date. The payment of all fees and charges is recorded on the NORTWEST accounting system.

##### 4.3 Overdue fees

Overdue fees are not allowed and will cause NORTWEST to take immediate rectification action. Overdue students cannot attend classes and are restricted from NORTWEST learning systems. Student enrolment may be cancelled immediately. Overseas students who fail to pay fees and charges within five (5) days from due date will be sent and intention to report for non-payment of fees letter. Students who do not appeal and provide compassionate or compelling reasons or who do not contact us within 20 working days after due date will be reported to DIBP via PRISMS.

##### 4.4 Payment plan

Students who can provide compassionate and compelling reasons; supported by evidence; or who advise NORTWEST in writing in advance before the due date; may be considered by NORTWEST for payment options. This remains at the sole discretion of NORTWEST. Late fees apply whenever fees are late. Where evidence shows that the student knew the issue and did not report the inability to pay fees at that time, NORTWEST may not support the application.

##### 4.5 Payments follow up

It is not up to NORTWEST to attempt to contact students who are late with their fees. Class allocation and available sessions are allocated when the student pays fees. To ensure preferred session times are available students are advised to ensure payment is made at the earliest opportunity.

##### 4.6 Non payment of fees

When payment is five (5) days overdue, NORTWEST will notify overseas students in writing of the Intention to Report for non-payment of fees to DIBP via PRISMS. Students who do not provide compassionate or compelling reasons and who do not contact NORTWEST within 28 days after the due date will be reported to DIBP via PRISMS.

Domestic students may be considered for cancellation from the course or subject at that stage depending on whether the requirements can be met.

##### 4.7 Fees payable

- Enrolment fee must be paid when making the application for the application to be processed.
- Fees can be paid by cash, credit card, bank transfer or via Telegraphic Transfer.
- All fees are in Australian Dollars and are subject to change at any time.
- NORTWEST restricts or withholds services or access to facilities from the student when fees are overdue.

- Where a student fails to submit a required assessment/s, or fails to submit a genuine attempt at submitting an assessment/s fees apply for another attempt of the assessment task/s. Medical or compassionate reasons will be considered during this process of re-submission. .
- Where students submit a seriously attempted task and fails the assessment, the next attempt is provided free of charge within a nominated timeframe. If the 2<sup>nd</sup> attempt also results in a 'not yet competent' outcome, a fee will apply for another attempt and subsequent attempts. This must be authorised by the CEO or authorised officer.
- See the Fees and Charges Schedule on the NORTWEST website for further fees and charges.
- Course change within NORTWEST attracts an administration fee – See Fees and Charges Schedule on the NORTWEST website.
- Tuition fees are not transferable to another person or organisation, but may be transferred to another course within NORTWEST. Students must apply in writing for such a transfer and see Fees and Charges Schedule for course change fees on the NORWEST website. Transferring is subject to meeting the course requirements and availability.
- Overseas students must complete a minimum of six months of their primary course (being the highest qualification level in a package of courses) before they will be allowed to change to another provider.
- Overseas students that require a change to their valid eCOE will incur fees as per the Fees and Charges Schedule.
- Students must be financially up to date or approved with financial plan up to date to secure enrolment.
- Fees can be paid as a maximum 50% of the course fee, or as a minimum one term on enrolment, and ongoing if applicable.
- Payment plans approved by NORTWEST for compelling and compassionate reasons will be considered only from the second term of their studies with NORTWEST. Students seeking this should apply at least 28 days before fees are due with clear evidence of why the situation exists, and how a payment plan will be met. However any payment plan must be kept at least a month in advance of the proportion of the term remaining.
- All refunds must be applied for in writing to NORTWEST within the timeframes specified in the policy to be considered. NORTWEST will consider the application in accordance with policies, documentation and all available evidence, and advise the NORTWEST position. If the student disagrees with the decision of NORTWEST they can refer to the Complaints and Appeals policy to appeal the decision.

#### 4.8 Course Change from Enrolled Course

4.8.1 Any student, wishing to change the course(s) they have originally enrolled in, must apply for course change in writing or using the change of a course form. Without an application completed and approved, change will not be accepted.

4.8.2 NORTWEST reserves the right to claim any outstanding fee for the course(s) the student has originally enrolled in. Student may receive credit for prepaid fees towards the new course.

#### 4.9 Deferment, Suspension or Cancellation of Course

4.9.1 Students may be able to defer or cancel their course at NORTWEST in accordance with NORTWEST's Deferring, Suspending or Cancelling Student Enrolment policy.

4.9.2 In the event of deferment or cancellation of a course initiated by a student, NORTWEST will refund fees in accordance with refund provisions stated through this policy. However, in the event of a student's successful application for a course deferment, course fees and charges remain due on the scheduled dates.

4.9.3 Students who apply for deferral and are approved are still required to pay the full fees prior to the course commencement and granting deferral is conditional on this. Students are also required to pay the term fees at the due date as per the agreement at the due dates unless NORTWEST nominates otherwise.

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Should a student cancel or withdraw their enrolment whilst on deferment a non refundable fee of \$750 applies and may be deducted from fees paid. Further to this:

- where cancellation the student cancels enrolment between four to six (4-6) weeks before course commencement or resumption of studies an additional \$300 fee will apply
- where cancellation the student cancels enrolment between two to four (2-4) weeks before course commencement or resumption of studies an additional \$500 fee will apply.

4.9.4 Then the balance of tuition fees provided to NORTWEST refunded if applicable.

4.9.5 Should the deferred student withdraw or cancel their enrolment with less than two weeks of course commencement or resumption, or after course commencement, tuition fees are non refundable.

4.9.6 Any student, wishing to leave the course(s) they have originally enrolled in, must apply for termination in writing or using the request form. Without an application completed and approved, termination will not be accepted.

4.9.7 Refunds (if applicable) will be considered in accordance with the 5.5 Refund provisions of this policy.

NORTWEST reserves the right to claim any outstanding fee for the course(s) the student has originally enrolled in. An application for refund must be in writing and within the timeframes specified in this policy.

#### 4.10 Change of tuition fees

In the event NORTWEST changes its fee structure:

- Students and third parties where applicable will be informed in writing at least four ( ) weeks in advance of new fee and charges.
- Existing students will generally pay the same tuition fees for the current course with fees then adjusted for future courses.
- New students are subject to any changed or new charges.
- Students where a Letter of Offer and Invoice have been issued for a course to start, will be allowed to enroll at the same price unless the letter of offer validity has expired. If a letter of offer's validity has expired, a new letter of offer reflecting the current fees will be issued and apply.
- That course charges and fees may change as necessary as a result of CPI, compliance cost increases and support charge increases that arise.

## 5 REFUNDS

5.1 Application for a refund must be made in writing and signed by the applicant.

5.2 The enrolment fee is not refundable.

5.3 Students must provide written authorisation for monies to be refunded to third parties.

5.4 Refund requests must be submitted within 21 days of the issue causing the need to apply for the refund or the application will not be considered. Applications after that date would only be considered only where there are compelling or compassionate reasons to justify the late submission, and no later than 42 days after the issue arose.

5.5 Fees are considered for conditional refund in part or full in the following circumstances:

- Where NORTWEST is advised of the cancellation at least six (6) weeks before the course commencement date the balance of tuition fees provided to NORTWEST will be refunded.
- Where NORTWEST is advised of the cancellation between four to six (4-6) weeks before course commencement, a \$300 fee will apply and the balance of tuition fees provided to NORTWEST refunded.
- Where NORTWEST is advised of the cancellation between two to four (2-4) weeks before course commencement, a \$500 fee will apply and the balance of tuition fees provided to NORTWEST refunded.
- Where NORTWEST is advised of cancellation seven (7) days or less of course commencement, or after course commencement, tuition fees are non-refundable.

5.6 For overseas students where a visa application is rejected and evidence is provided in writing from an offshore Australian High Commission, the provisions of 5.5 above apply in determining the timing for the refundable tuition fee according to the written notification to NORTWEST. Again, if seven (7) days or less written notification is received before course commencement, or after course commencement, tuition fees

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are non refundable. Applicant/students requiring visas are advised to tend to the visa issues at the earliest opportunity.

- 5.7 Where offshore students have not received a visa approval within two (2) weeks prior to course commencement, they may request a deferral of the course start date without deferral charges. The student must contact NORTWEST at that time and apply for the deferral in writing. The contact obligation is on the student and the application must be done prior to course commencement to be considered for this provision.
- 5.8 Refunds are not provided after the commencement date of the course unless the policy area specifies this.
- 5.9 NORTWEST reserves the right to expel students for serious breaches of discipline following appropriate disciplinary procedures. No refund will be considered by NORTWEST for expelled students.
- 5.10 It is essential that applicants understand, and are capable of meeting all course entry requirements as specified in the conditions of offer. No refund will be considered by NORTWEST for any misleading or false information by the student being the reason for refund request.
- 5.11 Overseas Student Health Cover is non refundable once a course or package of courses has commenced. Any claim is with the health cover provider and not NORTWEST.
- 5.12 Resource fees are non-refundable within 21 days prior to course commencement.
- 5.13 In the unlikely event that NORTWEST is unable to deliver your course in full, you will be offered a pro rata refund of all the unused course money you have paid to date. The refund will be paid to you within two (2) weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by NORTWEST 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 NORTWEST is unable to provide a refund or place you in an alternative course, the TPS Director or representative authority will attempt to place you in a suitable alternative course or, if this is not possible, you will be eligible for a refund as calculated by the TPS Director.
- 5.14 Where students have agents or another approved party to act on their behalf, any refund that is provided will be done so without any cash back, incentive or agent fees that have been paid to the agent or other approved parties unless NORTWEST has written notification from the student.

#### 5.15 REFUND CALCULATIONS

##### **Calculation of weekly tuition fee**

weekly tuition fee = (total tuition fees for the course / number of calendar days in the course) x 7

##### **Calculation weeks in default**

weeks in default period = number of calendar days from the default day to the end of the period to which the payment relates / 7

##### **Provider default calculation**

Where NORTWEST has defaulted in providing a course to a student, NORTWEST either provides the student with an alternative acceptable course, or pay a refund of unspent tuition fees for the course.

Where NORTWEST is paying the student a refund the amount of the refund is worked out:

refund amount = weekly tuition fee x weeks in default period

(The amount of the refund is that proportion of the tuition fees received by the provider that represents the part of the course that will not be delivered to the student (and for which the student has paid) because of the provider's default.

##### **Student default calculation – refund in other cases**

Under the TPS and ESOS legislation, NORTWEST is required to enter into written agreements with each overseas student. The written agreement must set out the refund requirements that apply if the student defaults. The Act generally requires NORTWEST to pay refunds to defaulting overseas students or intending overseas students in accordance with the written agreement.

However, exceptions are where the student has been refused a student visa, or where a provider has not entered into a valid agreement with the student. In these instances, the provider must pay the student a refund worked out as follows:

NORTWEST does not enter into a compliant written agreement  
refund amount = weekly tuition fee x weeks in default period

Student visa is refused but student has paid fees  
The refund calculation method for situations where a student is refused a visa is designed so that neither students nor providers are financially disadvantaged.

In circumstances where a student is refused a visa but has already commenced the course, the amount of refund is calculated as follows:  
refund amount = weekly tuition fee x weeks in default period

In circumstances where the student was refused a student visa and the refusal was a reason for the student's failure to start the course on, or withdrawal from the course on or before, the agreed starting day:  
5% of the amount of course fees received by the provider in respect of the student before the default day; \$500.

Source: Education Services for Overseas Students (Calculation of Refund) Specification 2014  
Explanatory Statement - Education Services for Overseas Students (Calculation of Refund) Specification 2014

## 6 PROCESS for non-payment for Fees

### 6.4 Notification to report and Appeals

6.4.1 Overseas Students who fail to pay fees and charges within five (5) days from the due date will be sent a notice of intention to report for non-payment of fees. This will warn the student of the intention to report the student to the Secretary of DE and the TPS Director via PRISMS for non-payment of fees. Student will be advised in writing that they have 20 working days to make an appeal. Students should refer to NORTWEST's Complaints and Appeals policy. Domestic students will have services with NORTWEST blocked.

6.4.2 If the student appeals against NORTWEST's decision to report the student for 'Non-payment of fees', NORTWEST I will maintain the student's enrolment until the internal or external appeal process is complete, and outcome of the appeal supports NORTWEST's decision to report (Overseas Students). For domestic students the appeal times apply and outcome of appeal determines the action.

## 7 WITHDRAWAL FROM COMMENCED COURSE

### 7.1 Withdrawal from a commenced course

In the event that a student intends to transfer to another provider, or terminate their study at NORTWEST, they must give notice in writing as soon as practicable. The student must apply for termination in writing or by using NORTWEST's request form. Without an application completed and approved, termination will not be accepted. NORTWEST reserves the right to claim any outstanding fee for the course/s the student has originally enrolled in.

- a) If a student decides to transfer to another provider prior to the completion of their six months of studies in their principal course, they must provide reasons why they wish to transfer.
- b) Students requesting cancellation of their enrolment, withdrawal from NORTWEST courses or transfer to another provider must inform NORTWEST in writing at least 4 weeks prior to their term commencement or course commencement.



- c) In general, no refunds will be given after the commencement date (see 5.5 provisions). In special circumstances, where a student wants to terminate his/her course after commencement date, pro-rata refunds may be approved on a case by case basis (See compassionate or compelling provisions).
- d) The request form can be downloaded from the web pages or can be obtained from reception.

## 8 APPLYING FOR A REFUND

8.1 Application for refunds must be made in writing by the student and the application must contain at least the following:

- Reason for applying for a refund
- Reason for cancellation (if applicable)
- Account details
- Supporting documentation (if applicable)
- Full name and date of birth as used on the application form
- Contact details
- Student or enrolment number (if known).

8.2 NORTWEST will consider its position on the refund request based on NORTWEST policies within 14 days of receiving the application, and provide a written response to the applicant if disputed.

8.3 The availability of complaints and appeals processes does not remove the right of the student to take further action under Australia's Consumer Protection Laws if they are not satisfied with the NORTWEST response.

## 9 EXTERNAL ORGANISATIONS

### Overseas Students Ombudsman

GPO BOX 442, Canberra ACT 2601 (Overseas Students only) T: 1300 362 072

### The Office of Fair Trading NSW

2-24 Rawson Place, Sydney NSW 2000 T: 13 32 20

### Australian Skills Quality Authority

GPO Box 9928, Sydney NSW 2001 T: 1300 701 801

## 10 RELATED POLICIES

Transfer between providers policy  
 Academic progress  
 Attendance policy  
 Assessment policy  
 Deferral, Suspension and Cancellation of enrollment policy  
 Student code of conduct  
 Enrollment policy  
 Completion within expected duration of study  
 Course credit and RPL policy  
 TPS policy

## 11 REFERENCE

Education Services for Overseas Students Act 2000  
 National Code 2007  
 Standards for RTOs 2015

## 12 REVISION HISTORY

Revision	Date	Description of modifications
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Revision	Date	Description of modifications
1	April 2010	Original
2	February 2012	Clarified key points
3	May 2012	Reflecting TPS changes prior to July 2012
4	1 June	Cancel while deferred clarified
5	July 2012	Revision, further clarification on processes
6	March 2013	Revision
7	July 2016	Revision
8	April 2015	Revision
15.2	October 2015	Confirmation of processes with other policies and procedures, revision of minor points
17.0	March 2017	Update company name, logo and footer