



NeXgen Institute of Australia

Fees and Refunds Policy and Associated Procedures

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Fees and Refunds Policy and Associated Procedures

Purpose of the policy

This policy and associated procedures outline NeXgen Institute of Australia's approach to the effective and fair management of fees, charges and refunds. This ensures that support is provided to students to assist them to complete their studies.

This policy and associated procedures meet the requirements of Standards 2.1 of the Outcome Standards for RTOs and marketing and advertising requirements, AQF certification documentation and prepaid fee protection measures in Compliance Requirements, as well as Standards 2 and 3 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018, as well as the ESOS Act 2000 and the ESOS (Calculation of Refund) Instrument 2024.

Policy statements

Information about fees and charges

NeXgen Institute of Australia is committed to providing students with information about all fees and charges associated with a course, as well as its refund policy and processes.

Prospective students can access information about fees and charges and refunds in the International Student Handbook and Course Brochure.

Enrolling students are fully informed of all fees and charges and the refund policy in the Offer Letter and Student Agreement.

The Offer Letter and Student Agreement includes details of all applicable fees and charges, including the application fee, tuition and non-tuition fees and the payment schedule for such and payment options. It also describes the student's consumer rights, including the right to a cooling off period depending on the relevant state/territory requirements.

Students are advised of the potential for fees and charges to change over the duration of their course.

Students are advised of any statutory cooling off period in their Offer Letter and Student Agreement.

All fees and charges will be reviewed annually and all marketing material and student information will be updated accordingly. New fees and charges will generally only apply to incoming students.

Additional fees that may apply in addition to tuition and non-tuition fees include:

ADDITIONAL FEES THAT MAY APPLY	AMOUNT
Deferral fee	Nil

ADDITIONAL FEES THAT MAY APPLY	AMOUNT
Reassessment fee (students have a total of 2 attempts and any attempt thereafter will incur the stated fee)	Nil
Fees for late payment of course fees	\$50 per week for each week the payment for course fees is delayed
Credit transfer – VET students only	Nil
RPL – VET students only	Nil
Re-issuance of certificate	\$50

Fee protection

Fees paid by students are protected as follows:

- Domestic students: students pay up to a maximum of \$1,500 in advance for services not yet provided.
- International students: international student fees are protected through the following mechanisms:
 - Maintaining a sufficient amount in the NeXgen Institute of Australia's account so that it is able to repay all tuition fees already paid.
 - Through membership of the Tuition Protection Scheme (TPS). The role of the TPS is to assist international students where the Registered Training Organisation is unable to fully deliver their course of study. The TPS ensures that international students are able to either complete their studies in another course or with another education provider or receive a refund of their unspent tuition fees.
 - In addition, international students are not required to pay more than 50% of course fees prior to commencement, except where a course is less than 26 weeks. However, any international student may choose to pay their fees in full or a greater amount than 50%.

Payments

Payment options are specified in the Offer Letter and Student Agreement.

All fees and charges are to be paid by the date indicated on the invoice. However, where a student is unable to make a payment by the specified date, alternative arrangements may be made by contacting the office.

All payments are to be made by bank transfer / any other method into a specified account, the details of which are provided to students. NeXgen Institute of Australia will maintain a sufficient amount in the account so that it is able to repay all tuition fees already paid.

Where fees are overdue and the student has not made alternative arrangements, a first warning, second warning and notice of intention to report regarding non-payment of fees will be sent to the student as follows:

- First warning letter: failing to pay an invoice within 10 days of receipt or contacting NeXgen Institute of Australia to make alternative arrangements.
- Second warning letter: failing to pay an invoice within 10 days of receipt of the first warning letter or contacting NeXgen Institute of Australia to make alternative arrangements.
- Notice of intention to report: failing to pay an invoice within 10 working days of receipt of the second warning letter or contacting NeXgen Institute of Australia to make alternative arrangements.
- Cancellation of COE: failing to pay an invoice within 20 working days of receipt of the intention report or contacting NeXgen Institute of Australia with the appeal form or to make alternative arrangements

Following cancellation of enrolment due to non-payment of fees, the debt will be referred to a debt collection agency.

All receipts of payments are kept for a minimum of 2 years following the student's completion of their course.

Credit transfer and RPL – VET Students only

A reduction of fees can apply for any units granted through credit transfer and RPL. The course tuition fees should be divided by the number of units and then the reduction applied per unit for the applicable number of units. This should be shown on the invoice.

Refunds

Refunds for international students are calculated in accordance with the ESOS framework.

All application fees are non-refundable except where the NeXgen Institute of Australia cancels a course prior to commencement due to insufficient numbers or other unforeseen circumstances, including a sanction being imposed on the NeXgen Institute of Australia.

Where the NeXgen Institute of Australia cancels a course either before or after commencement, students will receive an automatic refund and do not need to complete the Refund Application Form. This will be provided within 10 working days of the default.

In all other circumstances, students are required to complete a Refund Application Form which can be accessed from our office. This form must be submitted within 10 working days of the event that led to the request for the refund. The outcome of the refund assessment will be forwarded to the student in writing within 20 working days, as well as any applicable refund.

Refunds will be paid to the person or entity from whom the original payment was received and in Australian Dollars.

The refund policy does not remove the right of the student to take further action under Australian Consumer Law.

Domestic student refunds – VET courses only

In addition to the above circumstances, refunds for domestic students will be calculated as follows:

CIRCUMSTANCE	REFUND DUE
NeXgen Institute of Australia cancels course before commencement due to insufficient numbers or other unforeseen circumstances, including a sanction being imposed on NeXgen Institute of Australia (known as provider default).	Full refund of all fees.
Students withdraw up to 4 weeks prior to course commencement.	Application fee not refunded. Refund of all other fees and charges.
Students withdraw less than 4 weeks prior to course commencement.	Application fee not refunded. Refund of 90% of all other fees and charges.
Student withdraws after commencement.	No refund. Fees for full study period (term) to be paid.
Student's enrolment is cancelled due to disciplinary action.	No refund. Fees for full study period (term) to be paid.
The student has supplied incorrect or incomplete information causing the NeXgen Institute of Australia to withdraw the offer of the course prior to commencement.	No refund. Fees for full study period (term) to be paid.

International student refunds – VET courses

In addition to the above circumstances, refunds for international students will be calculated as set out in the table below. Note the weekly tuition fee and weeks in the default period have the meaning as set in the ESOS (Calculation of Refund Instrument) 2024.

CIRCUMSTANCE	REFUND DUE
NeXgen Institute of Australia cancels course before commencement.	Full refund except Enrolment and Material Fees.
NeXgen Institute of Australia cancels course following commencement.	Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of cancellation request).
NeXgen Institute of Australia has not provided an Offer Letter and Student Agreement that	Full refund of all unspent fees calculated as follows:

CIRCUMSTANCE	REFUND DUE
meets the requirements of the National Code 2018.	Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Students withdraw up to 4 weeks prior to course commencement.	Application fee not refunded. Refund of all other fees and charges.
Students withdraw less than 4 weeks prior to course commencement.	Application fee not refunded. Refund of 90% of all other fees and charges.
The student does not commence on the agreed start date and has not previously withdrawn.	No refund. Fees for full study period (term) to be paid.
Student withdraws after commencement.	No refund. Fees for full study period (term) to be paid.
Student's enrolment is cancelled due to disciplinary action.	No refund. Fees for full study period (term) to be paid.
Student breaches a visa condition.	No refund. Fees for full study period (term) to be paid.
The student has supplied incorrect or incomplete information causing the NeXgen Institute of Australia to withdraw the offer of the course prior to commencement.	No refund. Fees for full study period (term) to be paid.
The student is refused a visa because they did not pay to start their course at the agreed location on the agreed starting day or they withdrew from their course with NeXgen Institute of Australia or they did not pay an amount due.	No refund. Fees for full study period (term) to be paid.
The student is refused a visa and therefore does not commence their course on the agreed starting day or withdraws from the course on or before the agreed starting day because of the visa refusal.	The refund amount is calculated as follows: The total amount of all course fees received before the default day minus either 5% of the amount of course fees or \$500 – whichever is the lesser amount. <i>As an example, to illustrate this, if Raj has paid \$1,500 in course fees but has his visa refused, 5% of \$1,500 is \$75. As this is a lesser amount than \$500 this is what will be paid as a refund i.e., the refund amount will be \$1,425.</i>

CIRCUMSTANCE	REFUND DUE
The student is refused a visa and has already commenced their course.	<p>The refund amount is calculated as follows:</p> <p>The weekly tuition fee x weeks in the default period.</p> <p><i>As an example, to illustrate this, Raj is studying a 40-week course. Each term is 10 weeks. The total fees for Raj's course are \$10,000 in course fees and \$500 in material fees. Raj pays the first term's course fees of \$2,500 plus the material fee of \$500. However, Raj completes 2 weeks (14 days) of his course but then has his visa refused.</i></p> <p><i>The weekly course fees for this course amount to \$250 per week.</i></p> <p><i>The number of weeks in the default period is 8 weeks (56 days) i.e., to the end of the first term.</i></p> <p><i>Raj is therefore eligible to receive a refund of \$2,000 i.e., the weekly course fees of \$250 x the number for weeks in the default period of 8 weeks. Raj won't be eligible to have the material fees refunded.</i></p>

Procedures

1. Process invoices

- 1.1 Set up invoices in the accounting system as per the payment schedule in the signed Offer Letter and Student Agreement.
- 1.2 Send out invoices to students according to the payment schedule.
- 1.3 Once the invoice has been paid, send out a receipt of payment from the accounting system.
- 1.4 Record payment in PRISMS following recording payment instructions included in the PRISMS user guide.
- 1.5 Keep all receipts of payments for a minimum of 2 years after the student has completed their course.

2. Manage overdue fees

- 2.1 Check the accounting system for overdue payments.
- 2.2 Send out a payment reminder through the accounting system for overdue fees. Give a further 10 days for payment.
- 2.3 Where invoices remain unpaid following the reminder, send out a First Warning Letter for Non-Payment of Fees.
- 2.4 If fees remain unpaid after a further 10 days, follow up with a Second Warning Letter for Non-Payment of Fees.
- 2.5 If fees remain unpaid after a further 10 days, follow up with a Notice of Intention to Report for Non-Payment of Fees.
- 2.6 Where the student does not pay their fees and does not appeal the decision, report provider decision to cease enrolment for non-payment of fees on PRISMS within 31 days of the withdrawal being processed and according to the instructions provided in the PRISMS user guide.

3. Process refunds

- 3.1 For provider default notify students in writing using the Student Notice of Default Form within 3 working days of the default occurring.
- 3.2 Transfer the refund to the person who made the payment.
- 3.3 Process all other refunds according to the refund table and on receipt of a request for refund from a student on Application for Refund form.
- 3.4 Update the accounting system with details of payments made.

4. Notify of provider default

- 4.1 In relation to provider default, notify in writing ASQA and the TPS of the default within 3 working days of it occurring using the Notice of Provider default form.
- 4.2 Submit a Notice of Discharge of Obligations to ASQA and the TPS advising of the actions taking and within 7 days of completing all required actions.
- 4.3 In relation to provider default, notify in writing to ASQA and the TPS of the default within 3 working days of it occurring using the Notice of Provider default form.

Responsibilities

The Accounts Receivable Officer is responsible for issuing invoices, following up on overdue fees and issuing warning letters and a cancellation notice for non-payment of fees and issuing refunds.

The Head of Accounts is responsible for discussing and adjusting student financial arrangements if required, assessing refund applications and approving refund payments.

The CEO is responsible for provider default notification.

Approvals and Document Control

This set of policies and procedures has been purchased under a licence agreement with RTO Works and has been reviewed and customised to suit NeXgen Institute of Australia's specific requirements.

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