

Student Refund Policy

Visa

- A) If your initial application for a visa is rejected, we will refund your tuition fees, less an administration fee of AU\$250 and an enrolment fee of AU\$200 (total AU\$450) after National Institute of Education and Technology has received your letter of visa rejection.
- B) If your initial application for a visa is rejected after commencement of education/Training, pro-rated tuition fee refund will be applied. Refer to Formal Course.
- C) The terms of this policy with regard to withdrawal from study, also apply if:
 - i) You are granted Permanent Resident status during your formal studies
 - ii) If National Institute of Education and Technology excludes you from continuing your formal studies
 - iii) Your application for a visa extension is rejected or your existing visa is cancelled by the Department of Home Affairs.

Same refund policy also applies to students who hold other visas.

Formal Course [Australian Qualifications Framework (AQF) Certificate]

- A) Withdrawal prior to acceptance of offer, full tuition fee will be refunded less an administration fee of \$250.
- B) If you have a student visa and withdraw from your formal course for any reason, excluding initial visa rejection:
 - i) More than 10 weeks before commencement, we will refund the first Study Period of your tuition fees, less an administration charge of \$800. If you have paid in advance any tuition fees for subsequent Study Periods, we will refund these tuition fees in full.
 - ii) More than 4 weeks and up to 10 weeks before commencement, we will refund 70% of the first Study Period of your tuition fees, less an administration charge of \$800. If you have paid in advance any tuition fees for subsequent Study Periods, we will refund these tuition fees in full.
 - iii) 4 weeks or less before commencement, we will refund 40% of the first Study Period of your tuition fees, less an administration charge of \$800. If you have paid in advance any tuition fees for subsequent Study Periods, we will refund these tuition fees in full.

v) After the course commencement we will not refund the current Study Period tuition fees.

(*Note: Unless otherwise stated “Study Period” is taken to mean one quarter of one year.)

C) All enrolments are accepted, subject to minimum numbers in a course. If National Institute of Education and Technology is unable to deliver the course because of a lack of numbers, all fees, including the enrolment fee, will be refunded.

D) Provider cancels/Withdraws student due to student defaults as follows:

- Student failure to pay an amount due to NIET
- Student breached a condition of their visa
- Grave misconducted by the student

No refund of course fee paid for the term which includes the cancellation or withdrawal date. Any course fees paid for subsequent terms will be refunded less \$800 of administration charge.

E) After commencement of the course, refund of the current course will be calculated based on the pro-rated base.

Conditional Offers

It is your responsibility to provide National Institute of Education and Technology with evidence that you have satisfied the conditions of entry to your course as stated in the Letter of Offer, before that course begins.

Penalties may apply if you fail to satisfy these conditions of entry or if you fail to advise National Institute of Education and Technology and subsequently have to withdraw from your conditional offer.

Refunds and the Tuition Protection Service

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. 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

Australia has a well-established international education sector with over 1200 education providers delivering high quality education to international students. For many years now, Australia has been a world leader in protecting the tuition fees of international students studying in Australia on a student visa. Recent changes to the Education Services for Overseas Students (ESOS) Act have further strengthened protections for international students through the introduction of the Tuition Protection Service (TPS).

Source: <https://tps.gov.au/StaticContent/Get/StudentOverview>

Payment of Refunds

A) All requests for refunds or credit transfers are subject to approval by the Student Administration Manager.

B) All requests for refund of any monies must be made in writing to the Student Administration Manager.

C) Approved refunds may be transferred to another institution or sent to your home country as requested.

D) Where National Institute of Education and Technology is unable to deliver the course which the student has enrolled, the full amount of fees paid will be refunded.

E) You can apply for a refund at any time but must allow enough time to National Institute of Education and Technology to process your application. National Institute of Education and Technology will approve/reject the request for refund within 4 weeks after receiving the written request and will notify you within 2 weeks after the decision was made.

F) Payment of refunds will be returned to the person entered into the contract (signed Student Refund Agreement), unless notified in writing by this person, within 4 weeks after the decision is made, in the currency that fees were originally paid.

G) Refunds may include fees paid by the student for:

Tuition

Oversees student health cover, and any other fees paid in advance for non-issued portions of training materials, field trips, uniforms, etc.

Note:

Fees do not include the cost of accommodation or meals, individual textbooks, stationery, uniforms, materials, tools or other individual items of equipment necessary for the course previously issued or utilised unless otherwise indicated.

Structure and duration of National Institute of Education and Technology courses are subject to change. Course fees reflect the content of the course and the award, not the duration; therefore, there is no automatic reduction of tuition fees if you complete the course in a shorter time than the published length of the course. Tuition fees may be reduced, or refunds may be granted if you are granted sufficient credits or exemptions.

Fast Tracking

If you 'fast track' and complete your course in a shorter time than that specified in your Letter of Offer, you are not entitled to any refund of tuition fees. If you have not paid your total tuition fees you will not be eligible to graduate.

Payment of Fees

Students will not be allowed to commence studies until all applicable fees are paid. This includes tuition fees, Overseas Student Health Cover, enrolment fees and administration charges associated with this offer as well as any previous offers you have had with NIET.

Shared Information

Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS Act and the National Code 2007; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Australian Skills Quality Authority, Overseas Student Tuition Fund Manager in Tuition Protection Service department. In other instances, information collected on this form or during your enrolment can be disclosed without your consent where authorized or required by law.

National Institute of Education and Technology uses students' personal information (such as name, address, attendance records and results) for general student administration as well as for planning, communication, research, evaluation and marketing activities undertaken by NIET. Only authorised departmental officers have access to this information. Your personal information may be disclosed to Commonwealth and Government Agencies.

It is your obligation to notify NIET of a change of address and contact details whilst enrolled in the course.

Payment is regarded as acceptance of the terms and conditions of this offer.

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.

Students should read this agreement and agree to the terms and conditions. Students should accept this offer and pay fees.

The terms and conditions of this agreement should be explained in full.