

## **Fees and Refund**

In accordance with applicable legislation, New Era Institute is entitled to charge fees for services provided to students undertaking a course of study. These charges are generally for items such as tuition fees, enrolment fee, learning resources fee, and administration/student services.

### **Fees and Charges**

#### **Acceptance of a place in a course**

Fees are payable when the student has signed the student acceptance agreement to signify their acceptance of enrolment offer made by New Era Institute. At the time of signing and returning the International Student Acceptance agreement, the student must pay the fees stated on the letter of offer in full (Standard 3.1). New Era Institute may withdraw an offer of enrolment or discontinue training if the letter of offer fees is not paid as required.

On signing the international student acceptance agreement to the selected course/s. Students are required to pay:

- An enrolment fee of AUD\$ 300 (This fee is non-refundable);
- AUD\$ 650 (Tuition instalment) of the total tuition fees; and
- A Learning Resources fee of AUD\$ 550

#### **Tuition instalment payments**

An invoice for each instalment (Please refer to fees and charges, which can be found on [www.newerainstitute.edu.au](http://www.newerainstitute.edu.au) under Student Services) will be issued to the student and must be paid by ten (10) working days of the due date stated on the invoice (unless prior arrangements have been made and confirmed in writing).

#### **Other Charges**

A late fee of 10% will be applied for all payments owing or received after the due date stated on the invoice.

#### **No changes to tuition fee after acceptance in a course**

Once a student has been accepted in a course, the tuition fees and charges are guaranteed to remain as stated on the International Student Acceptance agreement.

If a course length is extended by the student and approved, then any additional fees incurred will be required to be paid by invoice for the extended component of the course. The invoice will state clearly the additional fee details.

Additional fees will be discussed with the student before proceeding.

## **Replacement of text and training workbooks**

Students who require replacement of issued text or training workbooks will be liable for additional charges to cover the cost of replacement. Where a student has purchased a text or training workbooks and subsequently cancels his or her enrolment, New Era Institute will not refund the cost paid for the text unless a written request for a refund is received and it is satisfied that the text is in an as-new condition.

New Era Institute purchases its textbooks from McGraw Hill Education (for Early Childhood Education and Care courses) and IBSA workbooks and Cengage Learning textbook (for Leadership and Management courses). Students will pay one off learning resources fee of AUD \$550, which is inclusive of all learning resources, comprising of text books and study materials. The cost of a replacement text will be passed to the student at market price.

## **Setting Fees and Charges**

The Chief Executive Officer is responsible for approving the New Era Institute Fees and Charges. As a minimum the fees and charges are to include:

- The total amount of all fees including tuition fees, enrolment fee, learning resources fees, training consumable fees and any other charges for enrolling in a course;
- Payment terms, including the timing and amount and type of fees to be paid and the non-refundable fees;
- New Era Institute guarantees and will honour its commitment to deliver services and complete the training and/or assessment once the student has commenced study. This is stated in the International Student Handbook and Fees and Charges.
- The student has a right to obtain a refund for services not provided by New Era Institute in the event that:
  - New Era Institute does not offer a course on the advertised start date; or
  - New Era Institute terminates a course after the course start date or before the course completion date; or
  - New Era Institute does not provide a course as advertised due to sanctions by any authority; or
  - New Era Institute does not provide a course in full.

In any of these cases New Era Institute will pay the student a refund which equals the amount of the total tuition fees paid for the remainder of the course not completed at the time of default if an alternative placement with another provider cannot be found

to the student's satisfaction. Such refunds will be made within 4 Tuition weeks following the default date.

The Chief Executive Officer is responsible for approving any discounts.

The tuition fees paid by students are guaranteed under The Tuition Protection Service (TPS). The TPS is an initiative of the Australian Government.

## Refunds

### Refunds – Refused student visa

A student who is refused a student visa to study in Australia will be entitled to a 100% refund of fees paid (tuition fees and learning resources fee). The enrolment fee (AUD \$300) is non-refundable. Evidence from the relevant Australian Government Department that the Visa was refused will need to be provided to New Era Institute to allow a refund to the student.

### Student Refunds- Giving notice of enrolment cancellation / withdrawal

- **Prior to commencement.** A student who gives notice in writing of withdrawal or cancellation 28 days or more prior to the scheduled commencement date of the course will be entitled to a 70% refund of tuition fees paid and learning resources fees paid. The enrolment fee of AUD \$300 is non-refundable.
- A student who gives notice in writing of withdrawal or cancellation within 28 days prior to the scheduled commencement date of the course will be entitled to a 50% refund of tuition fees paid and learning resources fees paid. The enrolment fee of AUD \$300 is non-refundable.
- **After commencement.** A student who gives notice in writing of withdrawal or cancellation after the commencement of the course will not be entitled to a refund of all fees paid.

A student who wishes to cancel their enrolment after the course has commenced, must give notice in writing. This may be via email to [info@newerainstitute.edu.au](mailto:info@newerainstitute.edu.au) or letter delivered to students services at the Reception.

The Student Services are to ensure the student understands their rights with regards to the refunding of tuition fees as stated in the New Era Institute Fees and Refund Policy.

The student is also to be advised of other options such as deferral or suspension of the enrolment by Student Services. For further information on deferral or suspension,

please refer to the Deferral, Suspension and Cancellation Policy available on New Era Institute website [www.newerainstitute.edu.au](http://www.newerainstitute.edu.au) under Policies and Procedures.

Students who give written notice to cancel their enrolment and who are eligible for a refund are to be provided with a Refund Application Form available on New Era Institute website [www.newerainstitute.edu.au](http://www.newerainstitute.edu.au) under student portal. Student who may not be eligible but are requesting a refund should also be provided with a Refund Application Form so the request can be properly considered by the Chief Executive Officer.

### **Refunds – Misconduct**

No refund will be granted to a student whose enrolment is terminated for failure to comply with New Era Institute's policies and procedures and the requirements of their visa by the Department of Immigration and Border Protection (DIBP).

Students who commit behavioural misconduct after being formally warned are to have their enrolment cancelled and will not be entitled to a refund. Please refer to the Behaviour Misconduct Policy available on New Era Institute website [www.newerainstitute.edu.au](http://www.newerainstitute.edu.au) under policies and procedures.

Discretion may be exercised by the Chief Executive Officer in all situations, if the student can demonstrate that extenuating or significant personal circumstance led to the request. The Chief Executive Officer may also authorise a refund of tuition fees if the circumstances warrant it.

Where refunds are approved, eligible refunds will be made within 4 weeks after receipt of the claim. Monies refunded will be made in Australia Dollars (AUD). Refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the student on the Refund Application Form available on New Era Institute website [www.newerainstitute.edu.au](http://www.newerainstitute.edu.au) under student portal.

### **Refunds - Cancellation of a course by New Era Institute (Provider default)**

If New Era Institute defaults, that is, if the course does not start on the agreed starting date or the course ceases to be provided before it is completed, New Era Institute will make every effort to transfer the students' enrolment to another college. If this is unsuitable, New Era Institute will pay a refund of the unused portion of amount of the tuition fees received from the student. In the case of provider default there is no requirement for a student to lodge a Refund Application Form.

### **Payment of GST**

GST is exempt under section 38-85 GSTR 2003/1 Goods and Services Tax, tax ruling. The ruling explains the supply of a course for 'professional or trade course' is a GST-free education course.

Where a student is enrolled in a course which is offering units of competence or a whole qualification, the tuition fees attached to this enrolment will be exempt from the payment of GST. GST does apply on the payment of some miscellaneous charges where these charges are in addition to and outside the normal services offered in a course.

### **Miscellaneous Charges**

New Era Institute will levy some miscellaneous charges for services. These may include:

- Re-issuing a certificate after it has been initially issued to a student.
- Replacing issued learning materials which the student has lost or damaged
- Re-assessment services
- A transfer/cancellation/refund processing fee
- Failed to attend the work place assessment visit (Early Childhood Education and Care Students Only)

These miscellaneous charges are to be clearly specified in New Era Institute Fees and Charges. It is to be made clear if these services will include GST. All miscellaneous charges are based on a cost recovery basis and are not intended to be a source of profit.

### **Requirements for fee protection**

Standard 7 (Clause 7.3) states: Where the RTO requires, either directly or indirectly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1,500 (being the threshold prepaid fee amount), the RTO must meet the Requirements for Fee Protection in Schedule 6.

### **International students**

New Era Institute as a registered CRICOS provider will comply with the obligations and requirements of the Education Services for Overseas Students Act (ESOS Act) 2000. New Era Institute is required to comply with the requirements of the Tuition Protection Service (TPS).

Under TPS the provider may receive up to 50% of the total tuition fees for the course at any time before a student commences a course.

New Era Institute has tuition fee schedules and Instalment schedules in the accounting system. These will be indicated on the formal letter of offer and written agreement with the student. A copy of Fees and Charges will be sent to students prior to enrolment.

New Era Institute will invoice students at week 3 (for payment before week 6 each term) and week 10 (to be paid prior to the start of the subsequent term) and each instalment of the tuition fees will be less than \$1,500 at any time. Students will be given two weeks' notice of instalment due date.

### **Protection of prepaid fees**

New Era Institute complies with the Tuition Protection Service (TPS) policy and procedures as a CRICOS provider. First payment prior to commencement of the course can be collected but will not be drawn until day commencement date of the course.

After the student has commenced, New Era Institute cannot require the student to pay any further fees until the end of week 5 term 1. The general ledger will show fees paid in advance as a liability in the accounts. Fees will be drawn down as required in compliance with the TPS requirements.

### **Third Party Fee Collection Must Meet Same Requirements**

The requirements for protection of prepaid fees apply no matter how the fees are collected. This means:

Any fees collected by a third party for New Era institute such as an education agent or broker are subject to the same conditions. These requirements apply to fees prepaid by students, regardless of when New Era institute actually receives the payment.

The written agreement with the third party will include these conditions and the monitoring to ensure the protection measures are in place and implemented as required.

### **Keeping students informed**

To ensure that students are well informed of the financial considerations of their enrolment, New Era Institute undertakes to provide the following fee information to each student prior to enrolment:

- The total amount of all fees including tuition fees, enrolment fee, learning resources fee and any other charges;
- Payment terms, including the timing, amount and type of fees to be paid and any non-refundable enrolment fee;
- The fees and charges for additional services, including such items as issuance of a replacement qualification testamur and the options available to

students who are deemed 'not yet competent' on completion of training and assessment; and

- The New Era Institute fees and refund policy.

### **Student complaints about fees or refunds**

Students who are unhappy with the New Era Institute arrangements for the collection and refunding of tuition fees are entitled to lodge a complaint or appeal the decision taken by the Chief Executive Officer.

This should occur in accordance with the New Era Institute Complaints and Appeals Policies and Procedures. This fees and refund policy, or the application by the student through the complaints and appeals processes, does not remove student rights to take further action under the Australian Consumer Protection laws.