NEW ERA INSTITUTE

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Fees and Refunds Policy

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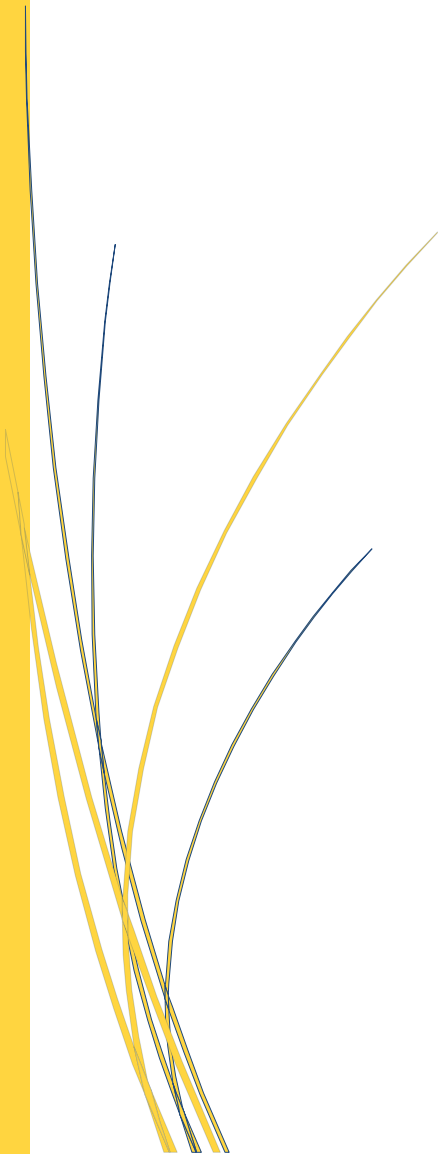

Purpose

Student fees and Refunds for International students are administered under the New Era Institute (NEI) Fees and Refunds Policy and the legislative guidelines of The Education Services for Overseas Students (ESOS) Act 2000, Tuition Protection Services (TPS) and associated legislation. This is the legal framework governing the responsibility of education institutions for overseas students.

This policy also supports NEI's obligations under the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (including Standard 3) and aligns with the Standards for RTOs 2025.

Scope

This policy and procedure applies to all NEI staff, contractors and education agents involved with the administration of overseas student fees, including tuition and non-tuition fees, and to all overseas students and intending overseas students who have accepted (or are considering) an offer of a course with NEI.

This policy must be read in conjunction with the Written Agreement (Student Acceptance Agreement), the Letter of Offer, and NEI's Deferment, Suspension and Cancellation Policy (Standard 9). Where any inconsistency occurs, the Written Agreement and this Fees and Refunds Policy prevail for fee and refund decisions.

Policy and Procedure

Once a student has accepted an offer of a course with NEI, the student's obligation to follow the Fees and Refunds policy and eligibility for a refund of fees paid to NEI are determined by whether it is a:

- Student default, or
- Provider default

Student default

Under the ESOS Act, an overseas student or intending overseas student defaults, in relation to a course at a location, if:

- the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:

- the student failed to pay an amount payable to the provider for the course;
- the student breached a condition of their student visa;
- misbehaviour by the student.

Note: a student does not default for failing to start a course on the agreed-upon starting day if they could not start the course because the provider defaults in relation to the course at the location.

Provider default

A provider default occurs when a provider either closes, fails to start, or stops providing a course to a student or intending student. Under Section 46A of the Education Services for Overseas Students Act 2000 (ESOS Act), a registered provider defaults in relation to an overseas student or intending overseas student and a course at a location if:

- the provider fails to start providing the course to the student at the agreed-upon location on the agreed-upon starting day and the student has not withdrawn; or
- the course ceases to be provided to the student at the location at any time after it starts but before it is completed, and the student has not withdrawn.

This means NEI, as a training provider, would default if:

- it ceases its operations, or
- it could not commence the course on the agreed date and location; or
- the course had to be cancelled after it began but before it was completed because of unavoidable circumstances**.**

When NEI defaults, NEI will send written notice to affected overseas students and will discharge tuition protection obligations (alternative course or refund) within required timeframes, consistent with TPS/ESOS requirements.

We will also provide the students with the possible options, which may include:

- enrolling the student in an alternative course within 14 days from the day of default, or
- giving the student a refund of their pre-paid course fee within 14 days from the day of default.

If the student chooses to enrol in an alternative course, the pre-paid course fee will be transferred towards the partial payment of that course.

However, if the student chooses to receive a refund of the course fee, the refund rules described in this policy would apply. They will also be fully advised about how the refund money they are going to get will be calculated.

NEI also has arrangements in place to protect overseas students pre-paid course fees through its participation in and contribution to the Tuition Protection Service (TPS) scheme.
If we default and cannot provide a refund or an alternative course, the TPS will place the student in a suitable alternative course at no extra cost.

As part of our student induction, overseas students would be advised to visit the TPS website at https://tps.gov.au/StaticContent/Get/StudentInformation to understand how their prepaid fees would be protected and/or how an alternative training would be provided in case of our defaults and we could not provide a refund or alternative training.

Course fees and charges

All NEI courses will be delivered only upon the payment of the agreed fees. The course fees will consist of two charges: tuition and non-tuition fees.

Tuition fees are charges for delivering training lessons. These fees are directly related to the provision of the course we are offering and include such items as fees for lectures, tutoring, practicums, etc.

Non-tuition fees are various administrative and service fees that must be paid in addition to the tuition fee. Non-tuition fees cover other items not directly related to tuition and may be compulsory or discretionary. Items of non-tuition fees are listed in **Schedule C**.

After accepting the 'Letter of Offer' and signing the "Acceptance Agreement for Enrolment (International Student)', a student should make their first payment. This payment would include the enrolment fee (*This fee is non-refundable), the first instalment of the tuition fee (also known as Initial Tuition fee), and the resource fee (such as Material and Consumable Learning Resources fee) if they haven't requested additional services. If they have requested other services, the first payment would also include fees for those services.

Students' enrolment will not be processed without the first payment. This means a Confirmation of Enrolment (COE) would not be issued to secure a place for the student without receiving the first payment.

All payments should be made by the student after receiving a letter of offer (LOO). Students should confirm all payments made by them by providing a Payment Confirmation Advice.

All payments must be made into the nominated NEI account as identified on the Letter of Offer and through one of the approved payment methods. Payment **must not** be made to the education agent or any third party.

NEI will collect advance fees only as permitted under the ESOS Act 2000 and National Code Standard 3. NEI will not require payment of more than 50% of the total tuition fee before course commencement. Where an overseas student chooses to pay more than 50% of their total tuition fees

prior to course commencement, NEI will obtain a signed written agreement confirming the payment is voluntary and made at the student's request.

After the student commences the course, NEI will require the student to pay the balance of tuition fees in instalments on or before the due date as stated on their Letter of Offer.

NEI would notify students that it will not be liable for any fees paid to an agent or a third party.

Payment of all fees and charges is receipted and dated at the time of payment through the accounting system and secured for two years after the student ceases to be a student and is kept for up to five years as required by taxation legislation.

Students may contact NEI accounts Department and request details of the payments they have made and the amounts still owing for their course.

Late payments

If tuition fees are not paid by the due date of an instalment, a late fee of an additional ten percent (10%) on the instalment amount will be charged.

If tuition fees remain unpaid after the due date, NEI will issue the student with a written notice outlining the outstanding amount and providing an opportunity to access support or enter into an alternative payment arrangement. Where non-payment continues, NEI may commence an intention to report / suspension / cancellation process in accordance with the National Code and NEI's Deferment, Suspension and Cancellation Policy (Standard 9).

In the case of long-standing non-payment of course fees (if the payments are not made for 42 days from the due date and even after subsequent follow-ups), NEI may collect the outstanding balance through debt collection agencies. In such a situation, an additional 'Default Administration Fee' that includes debt processing and debt recovery fees would be charged.

NEI reserves the right to suspend access to a course if fees are not paid when due, and may withhold issuance of awards where a student remains in default in paying course fees.

Protection of fees paid in advance

- NEI protects overseas students' pre-paid tuition fees through compliance with ESOS fee-collection limits and participation in the Tuition Protection Service (TPS) scheme.
- If NEI defaults and cannot provide a refund or an alternative course, TPS will place the student in a suitable alternative course at no extra cost.

Refund policy and procedures

Refund policy and procedures when NEI defaults (Provider default)

- Refund outcomes in student default situations are governed by the Written Agreement and this policy, subject to Australian Consumer Law and any mandatory ESOS requirements.
- A full refund of the prepaid course fee (except the enrolment fee and the CoE issuing fee) will be made if an overseas student cancels their enrolment before twenty-eight (28) days or more (29+ days) of the commencement date of the course through a written cancellation notice.
- A full refund of the prepaid course fee (except the enrolment fee and the CoE issuing fee) will be made if an overseas student cannot obtain their student visa (visa refusal), upon receipt of evidence of refusal.
- Fifty percent (50%) of the prepaid course fee (except the enrolment fee and the CoE issuing fee) will be refunded if an overseas student cancels their enrolment on 28 days or less before the commencement of the course through a written cancellation notice.
- Twenty-five percent (25%) of the prepaid course fee (except the enrolment fee and the CoE issuing fee) will be refunded if an overseas student cancels their enrolment between five (5) and ten (10) business days before course commencement through written notification.
- There will be no refund if an overseas student cancels their enrolment within less than five (5) business days of course commencement, except in extenuating or compassionate circumstances.
- There will be no refund of the prepaid course fee if an overseas student decides to withdraw after commencement unless verifiable extenuating or compassionate personal circumstances exist. Where such circumstances exist, the unspent prepaid tuition fee (excluding enrolment fee, CoE issuing fee and non-refundable resource fees) will be refunded and calculated pro-rata (see Schedule A).
- No refund will be payable where NEI refuses to provide or continue providing the course due to student default reasons set out in the Written Agreement (for example, serious or repeated misbehaviour, breach of visa conditions, or non-payment), unless a refund is required by law.

Refund policy and procedures when overseas students default

- A full refund of the prepaid course fee (except the enrolment fee and the COE issuing fee) will be made if an overseas student cancels their enrolment before twenty-eight (28) or more (29+)days of the commencement date of the course through a written cancellation notice.
- A full refund of the prepaid course fee (except the enrolment fee and the COE issuing fee) will be made if an overseas student cannot obtain their student visa. *Note: A proof of refusal from the Australian visa office would be required.
    - Fifty percent (50%) of the prepaid course fee will be refunded (except the enrolment fee and the COE issuing fee) if an overseas student cancels their enrolment on 28 days or less before the commencement of the course through a written cancellation notice.
    - Twenty-five percent (25%) of the prepaid course fee (except the enrolment fee and the COE issuing fee) will be refunded if an overseas student cancels their enrolment between five (5) business days (one (1) week) and ten (10) business days (Fourteen (14) days (Two (2) weeks) before the commencement of the course. through a written notification.
    - There will be no refund if an overseas student cancels their enrolment within less than five (5) business days (one (1) week) of the commencement of the course, except in extenuating or compassionate circumstances.
    - There will be no refund of the prepaid course fee if an overseas student decides to withdraw from the course after its commencement unless there are verifiable extenuating or compassionate personal circumstances. The student should provide satisfactory evidence of their extenuating or compassionate circumstances to receive such a refund:
        - Bereavement in the family
        - Occurrence of a natural disaster at home
        - Illness and health issues
        - Caring obligations
        - Accidents, and
        - Others
- Where extenuating or compassionate circumstances exist, the unspent prepaid course fee (except the enrolment fee and the COE issuing fee, and course resource fees) will be refunded. The unspent course fee will be calculated as follows: Refund Amount=Weekly Tuition Fee X Weeks in Default (Please see **Schedule A** for details.)

a. There will be no refund of the prepaid course fees if an overseas student is suspended from the course because they didn't observe the NEI rules or codes of behaviour, meet the attendance and academic progress requirements, or comply with the terms and conditions of their student visa.

b. There will also be no refund of the prepaid course fees if an overseas student:

- left the course without notification
- didn't pursue LLN (Literacy, Language and Numeracy) support provided and can't progress because of low LLN skills)
- provided false or misleading information
- failed to report previous visa refusal
- submitted fraudulent documents
- failed to pay tuition fees
- made a false declaration
- didn't complete the 'Refund Application Form' as required

Procedures for Claiming Refunds

Specific refund procedures

Procedures when NEI defaults

- NEI notifies the the TPS Director and PRISMS, as required under the ESOS Act, about the default within three (3) business days.
- NEI notifies all implicated students in writing in plain English within three (3) business days about the default, describing the reasons for the cancellation or suspension of the course and the procedures to enrol in an alternative or comparable course or receive a refund.
- NEI offers an alternative or comparable course to all implicated students within fourteen (14) days.
- If NEI cannot offer an alternative or comparable course, it will organise another Registered Training Organisation (RTO) to do so within fourteen (14) days.
- If the implicated students accept the offer made in points above, it will notify the the TPS Director and PRISMS, as required under the ESOS Act within 7 days about the offer and acceptance of the alternative or comparable course.
- Where the refund will be granted, the implicated students will be asked to complete the **Refund Application Form**. The payable refund money (Please see: Refund Policy and Procedures when NEI

Defaults) will be paid into the implicated student's nominated bank account, or another bank account formally authorised by the student within two (2) weeks.

Procedures when students seek refund

- When a student seeks a refund, they must apply in writing by completing NEI's Refund Application Form, clearly outlining the reason(s) for seeking the refund and attaching appropriate evidence.
- Refund applications can be requested via accounts@newerainstitute.edu.au or admissions@newerainstitute.edu.au.
- Where the refund request is approved, the refund will be paid into the student's nominated bank account (or another bank account authorised by the student) within four (4) weeks (28 days) of receiving the request, unless legislation requires a shorter timeframe (e.g., provider default refunds within 14 days).
- If the refund request is refused, the student will be notified within four (4) weeks (28 days), including the reasons for refusal.
- Important: Payment of a refund does not, by itself, determine the student's enrolment status. Where a student has withdrawn, NEI will finalise the enrolment status accordingly. Where NEI initiates suspension or cancellation, NEI will follow the notice and appeals requirements under NEI's Deferment, Suspension and Cancellation Policy (Standard 9) before finalising PRISMS actions, unless immediate action is required due to health/safety/wellbeing risk.
- All paperwork relating to a refund request or refund notice will be stored in the student's file.
- A student may complain or appeal against the outcome of their refund application or any aspect of the refund process by following NEI's Complaints and Appeals procedures.

Implementation arrangements

This policy is owned by the NEI CEO (or Authorised delegate). Day-to-day implementation involves the CEO, Admissions Officer, Student Services Officer and Accounts/Finance staff.

This policy will be distributed to relevant staff and is made available to students prior to acceptance and via NEI's website.

Policy review

This policy will be subject to an annual review, and earlier where there are changes in legislation, National Code requirements or NEI's operating context.

Schedule A. How to Calculate Unspent Fees for Refund

NEI calculates unspent tuition fees for provider default refunds in accordance with the ESOS Refund Specification 2014.

Step 1: Weekly Tuition Fee = (Total tuition fee / number of calendar days in the course) × 7 (round up to nearest whole dollar).

Step 2: Weeks in the Default Period = (calendar days from default day to end of period paid in advance / 7), round up to nearest whole week.

Step 3: Refund Amount = Weekly Tuition Fee × Weeks in the Default Period.

Schedule B. Guide for Refund Calculation under Various Scenarios

Correction: For the 25% refund scenario, the forfeited portion is 75% (not 50%).

Provider default: Not commenced—refund 100% of tuition fees within 14 days. Commenced—refund unspent portion within 14 days.

Student default: See the refund outcomes in the 'Refund policy and procedures when overseas students default' section above and apply consistently with the Written Agreement.

Schedule C. Non-tuition Fee Items

Non-tuition fee items are published and maintained as a controlled schedule (including enrolment fee, resource fees, CoE re-issue/course variation fees, reassessment and late submission fees, and other charges).

Updated fees and charges can be found on NEI's website and via accounts@newerainstitute.edu.au.

Disclaimer: This policy, Written Agreement and the availability of complaints and appeals processes do not remove the right of the student to take action under Australia's consumer protection laws.

Schedule A. How to Calculate Unspent Fees for Refund

The following three steps are involved in calculating the amount of refund owed to a student. Applying this calculation is a statutory requirement. NEI would not apply its own formula to calculate the refund of tuition fees for a student.

Step 1	1. Divide the total tuition fee by the number of calendar days in a course. 2. Multiply this number by seven. 3. Round-up to the nearest whole dollar amount	This calculation will give you a figure of **Weekly Tuition Fee**
Step 2	1. Count the total number of calendar days from the default day to the end of the period for which the student has paid tuition fees in advance. 2. Divide this number by seven. 3. If the number is not a whole number, round-up to the nearest whole number.	This calculation will give you the figure of **Weeks in the Default Period.**
Step 3	Compute refund amount by this formula: **Weekly Tuition Fee x Weeks in the Default Period= Refund Amount**	

Schedule B. Guide for Refund Calculation under Various Scenarios

Refund situations	
Refund situations and refund amounts when NEI defaults	
Situations	**Refund percentage**
When an overseas student has not paid any tuition fees or has no remaining unspent tuition fees.	No refund is required. But NEI would still document and note as 'tuition fees refunded nil'.
When an overseas student who has paid tuition fees towards a course at a location but has not yet commenced that course.	Refund 100 percent of the tuition fees*. This refund will be paid within 14 days from the date of default.
When an overseas student has paid tuition fees and has commenced the course at the location.	Refund the unspent portion of the pre-paid course fee. The spent portion will be retained. This refund will be paid within 14 days from the date of default.
When NEI cancels the course prior to commencement.	Refund 100 percent of the tuition fees*. This refund will be paid within 14 days from the date of default.
NEI cancels the course *before* the expected end date.	Refund the unspent portion** of the tuition fees paid*. This refund will be paid within 14 days from the date of default.
When NEI withdraws the offer of enrolment already made and tuition fees are paid in advance.	Refund 100 percent of the tuition fees*. This refund will be paid within 14 days from the date of default.
Refund situations and refund amounts when an overseas student default	
Situations	**Refund percentage**
When an overseas student cancels their enrolment before 28 days or more of the commencement date of a course through a written notice.	Refund 100 percent of the tuition fees*. This refund will be paid within twenty-eight (28) days after receiving the required written notice and the supporting evidence, if any is required.
When an overseas student cannot obtain their student visa or in a visa refusal situation.	Refund 100 percent of the tuition fees*. This refund will be paid within twenty-eight (28) days after receiving the required letter of visa refusal.
When an overseas student cancels their enrolment twenty-eight (28) days or less before the commencement of the course through a written cancellation notice.	Fifty percent (50%) of the prepaid tuition fee will be refunded*. Remaining fifty percent (50%) will be forfeited. This refund will be paid within twenty-eight (28) days after receiving the required written cancellation notice and request for refund.
When an overseas student cancels their enrolment between five (5) business days (one (1) week) and ten (10) business days (Fourteen (14) days (Two (2) weeks) before the commencement of the course through a written notification.	Twenty-five percent (25%) of the prepaid tuition fee will be refunded* The remaining fifty percent (50%) will be forfeited. This refund will be paid within twenty-eight (28) days after receiving the required written cancellation notice and request for refund.

Schedule B. Guide for Refund Calculation under Various Scenarios (Continued)	
Refund situations and refund amounts when an overseas student default	
Situations	**Refund percentage**
When an overseas student cancels their enrolment within less than five (5) business days (one (1) week) of the commencement of the course.	No refund of the prepaid course fee. (*Note: There could be exceptions where extenuating or compassionate personal circumstances exist.)
When an overseas student decides to withdraw from the course after its commencement.	No refund of the prepaid course fee will be granted unless verifiable extenuating or compassionate personal circumstances exit. Where extenuating or compassionate circumstances exist, the unspent prepaid course fee will be refunded**.
When an overseas student is suspended from the course because they didn't observe: • NEI's rules or codes of behaviour, • Met the attendance and academic progress requirements, • Comply with the terms and conditions of their student visa.	No refund of the prepaid course fee.
When an overseas student: • Left the course without notification, • Didn't pursue LLN (Literacy, Language and Numeracy) support provided and can't progress because of low LLN skills, • Provided false or misleading information, • Failed to report previous visa refusal, • Submitted fraudulent documents, • Failed to pay the tuition fees, • Didn't complete the 'Refund Application Form' as required, • Made a false declaration.	No refund of the prepaid course fee.
Refunds applicable to ONSHORE overseas student on some specific situations	
Situations	**Refund percentage**
When an onshore international student (with student visa) withdraws or cancels from the course after they have been granted deferment to another NEI course and/or granteda visa based on NEI's COE and/or been granted another type of visa.	Paid tuition fees calculated as student default
When an onshore international student visa has been rejected after the student has commenced the NEI course.	Refund of the unspent tuition fees**

Notes: *Except the enrolment fee and the COE issuing fee ** The refund amount of the unspent course fee will be calculated based on the following formula: Refund Amount = Weekly Tuition Fee X Weeks in the Default Period. This refund would also include deductions of enrolment fee and COE issuing fee.

Schedule B. Guide for Refund Calculation under Various Scenarios (Continued)	
Refund situations and refund amounts when an overseas student default	
Refunds applicable to ONSHORE overseas student on some specific situations	
Situations	**Refund percentage**
When an onshore international student withdraws after the commencement of the course or during a new term with required supporting documents.	There is no refund for any tuition fees paid for the first six (6) months of the principal course. Any additional tuition fees paid beyond the first six (6) months are refundable. The enrolment fee and the COE issuing fee would be deducted from the amount to be refunded.
When an onshore international student does not commence the course on the start date and subsequently provides notice of withdrawal from the course.	There is no refund of paid tuition fees for the first six (6) months of the principal course. Any additional tuition fees, paid beyond the first six (6) months are refundable. The enrollment fee and the COE issuing fee would be deducted from the amount to be refunded.
Refund of Overseas Health Care Fee	
Where an overseas student pays for their Overseas Health Care Cover through NEI, and they don't need the cover because of visa refusal and /or other reasons.	There will be a refund of the full amount paid except for minor administrative charges.

Schedule C. Non-tuition Fee Items

Categories	What is this fee about?
Enrolment fee	Fee charged for assessing and processing your enrolment application
English Placement Test	Fee to sit for English Placement test as part of the enrolment process
Resource fee	Fees for providing learning resources, supplies, and eLearning access
Airport pick-up fee	Fee charged for picking you up at the airport if you requested this service
Transport/Transfer fee	Fee charged for transporting you from airport to your address in Australia if you choose to receive this service
Accommodation placement fee	A fee charged for organising your accommodation if you choose to receive this service
OSHC fee	Fee charged for processing and organising your overseas student health care (OSHC) if you wanted this service
Changing campus	Fee to transfer between campuses (subject to availability)
Payment plan review fee	Fee charged for rescheduling your original payment plan if you request a changed payment schedule
Work placement fee	Fee charged to negotiate with appropriate workplaces to undertake required practical work
Issuing a new COE	Fee charged to issue a new CoE if you decide to vary your original course of study
Uniform and equipment fee	Fees charged for providing work uniforms and equipment as required by the course
Fee for re-issuing qualification	Fees charged for re-issuing a qualification (Certificate + Transcript) when you lost the original
Fee for reissuing a statement of attainment	Fees charged for re-issuing a Statement of Attainment when you lose the original
Fee for replacing lost text or reference book	Fee charged for replacing lost text or learning resource
Fee for re-assessment	Fee charged for re-assessment
Deferment, cancellation, and course variation fee	Fee for COE changes such as deferment, cancellation and course variation
Refund processing fee	Administrative fee charged for processing your refund application
Request of payment extension Fee per week	Request to extend a payment (instalment) at least two weeks before the payment due date
Assessment submission extension fee	Administration fee for extending your assessment due date
Rescheduling payment instalment	Administrative fee to be paid for preparing a new payment plan
Assessment resubmission	Fees for the resubmission of assessment
Late assessment submission fee (after the due date) per assessment during a course	Fees for late submission and resubmission of assessment

Intervention study plan	To create a plan for tutorials to make-up leaning deficit
Credit transfer application fee	Processing credit transfer application
Issuing release letter	Fee for issuing release letter
Replacement fee for ID	To reissue a new ID as replacement
Resetting password	To resent your password in the student management system

Note: 1. The tuition and non-tuition fees are reviewed on an annual basis and are subject to change. 2. Updated fees and charges can be found here https://newerainstitute.edu.au/fees-and-other-charges/

For additional information on the fees and charges please visit https://newerainstitute.edu.au or contact accounts@newerainstitute.edu.au

Disclaimer: This policy, Acceptance Agreement for enrolment: International students, 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.

APPENDIX – REGULATORY MAPPING MATRIX

Regulatory instrument	Clause/Standard	What this policy does to comply
Standards for RTOs 2025 (Outcome Standards)	**2.1**	Ensures fee information and processes are accessible and applied consistently.
National Code 2018	**Standard 3 (written agreement)**	Requires fees/refund conditions to be applied consistently with the written agreement and clear student-facing terms.
National Code 2018	**Standard 9**	Aligns fee/refund decisions to deferral/suspension/cancellation pathways and visa reporting triggers where relevant.
Compliance Requirements Instrument 2025	**s18 (prepaid fee protection measures)**	Confirms NEI implements prepaid fee protections and tuition protection obligations (refund/alternative course within timeframes).