

## 1. Purpose

This policy relates to students enrolled by the divisions of Niche Education Group Pty Ltd (Niche) and by its Training Partner Organisations (TPOs), including:

- Australasian Academy of Cosmetic Dermal Science (AACDS),
- Australian College of Beauty Therapy (ACBT),
- Australian College of Specialist Make-Up (ACSM),
- Australasian College of Massage & Myotherapy (ACMM),
- and all current TPOs who advertise, market deliver and assess on behalf of Niche Education in relation to Niche's Scope of Registration.

The Fees, Charges and Refunds policy is to ensure that all course fees, charges and refunds are effectively managed.

## 2. Definitions

For the purposes of this document the following applies:

**Training Partner Organisations** - any organisation that provides services on behalf of Niche Education Group Pty Limited, including training, assessment, related educational and support services, and/or any activities related to the recruitment of prospective domestic Students. As the lead Registered Training Organisation (RTO) under such arrangements, Niche Education Group Pty Limited (Niche) is responsible for ensuring all such services provided are in accordance with statutory obligations.

**Student** - refers to a person enrolled or seeking to enrol in any course or unit of study at Niche or at one of its TPOs. A student or a potential student can be either a domestic or overseas student. For the purpose of VET Fee Help / VET Student Loans, the term student/s refers to all persons enrolled or seeking to enrol in a unit of study that meets the course requirements under subclause 45(1) of Schedule 1A of the Act who are, or would be entitled to VET FEE-HELP assistance under clause 43 of Schedule 1A of the Act or who have gained enrolment into a Niche course whether delivered directly or through a Training Partner Organisation.

**Fees paid in advance** refer to fees paid at any time for a course, product or service that is yet to be delivered.

**Recognition of Prior Learning (RPL)** - is a process that involves the assessment of an individual's prior learning (including formal, informal and non-formal learning, work or life experience) to determine the extent to which that individual's previous learning is equivalent to the learning outcomes of the components of another qualification, as well as assessing a person's skills and competencies to determine whether these are current.

## 3. Overview

Niche is committed to providing an effective, efficient, and timely management process for all Fees, Charges and Refunds associated to courses on its scope of registration.

Niche is committed to informing students of all fees and charges associated with their enrolment in a course, which include:

- i. all costs due to the RTO which include, but not limited to
  - Tuition fees
  - Enrolment fees / Administration Fees
  - Materials/ resource fees
  - Amenities fees
  - Support services which may incur a cost

- 
- ii. Payment terms that are available, including the timing and amount of fees to be paid, payment schedule, refunds and any non-refundable deposit.
- b. Provide the learner consumer protection information relating to:
    - i. any cooling off period (if one applies)
    - ii. complaints and appeals policy
    - iii. refund policy procedure

All fees and charges relating to course costs will be made readily and easily available to learners via the RTO's website and the learner information handbook. This information will allow the student to make an informed decision in relation to their enrolment in a course and prior to the student having to make any payments.

Fees are subject to change and learners will be informed of any changes to fees and charges, and at least one month prior to the date of effect. All fees and charges will be reviewed annually and relevant marketing material will be updated to reflect the new fees or charges, within 3 weeks of the change.

Changes to marketing material, student information handbook and other materials which relate to financial transactions and fees, will be reviewed in accordance with this policy and authorized before release. All reviews and changes made to marketing and other materials, will be recorded in the Continuous Improvement Register.

#### 4. Responsibility

The Chief Executive Officer (CEO) is responsible for implementation of this policy and procedure and ensuring all staff and third party providers are fully trained in its operation and students are made aware of its availability prior to their enrolment in a course.

The Chief Financial Officer is responsible for the implementation of this policy and for the day-to-day responsibilities relating to the financial management of the organisation.

#### 5. Policy

Niche Education Group is committed to providing students with information regarding all fees and charges applicable to their chosen course prior to their enrolment and via the RTO's marketing materials and website, as well as the websites of its Third Party Organisations who have been assigned the delivery and assessment of the course.

#### 6. Procedures

##### Fees and Charges

The enrolment process commences once the student submits an application for admission into a course.

If the student satisfies the relevant entry requirements, a Letter of Offer is issued which contains:

- the relevant fees that must be paid and payment terms and conditions including required deposit
- a link to the Fees, Charges and Refunds Policy including the learner's right to obtain a refund for services not provided by the RTO in the event that the:
  - arrangement is terminated early, or
  - the RTO fails to provide the agreed services.
- the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies

Students may negotiate a payment plan for their course fees, so that they may be paid over the duration of their course.

---

Fees are subject to change and students are advised to obtain a current fee schedule, by contacting Niche or checking the RTO website and the current marketing materials for more information.

Students must pay the stated fees, or sign a payment plan with Niche, prior to attending classes or being provided with online access.

Issues regarding payments will be handled at the first available opportunity and directed to the Financial Controller of Niche Education Group.

### **Fees paid in advance**

Fees for courses costing over \$1,500 will be paid in a manner so that no more than \$1,500 in prepaid fees is collected from any student prior to the commencement of a course or at any other given time through the course, for services that are yet to be delivered to the learner.

### **Course Certification**

Certification documentation is issued to a learner within 30 calendar days of the learner being assessed as meeting the requirements of the training product if the training program in which the learner is enrolled is complete, and providing all agreed fees the learner owes to the RTO have been paid.

A Certificate of qualification or Statement of Attainment is provided as part of the course fee upon successful completion of a Nationally Accredited qualification or course; however a charge of \$50 will apply for any re-printing request.

### **RPL Application Fees**

Where RPL has been granted for a unit, the student's fee for the RPL of the respective unit is half of the stated unit price in accordance with Niche Fees and Charges Policy. This will be disclosed to the student in writing, before the student makes an application for RPL. RPL Fees are non-refundable once the RPL has been assessed and granted. Where RPL has been granted for a unit the student must study the respective unit in its entirety and pay the stated unit price in accordance with this Policy.

### **Refunds**

Niche Education Group is committed to providing quality training and assessment services and assisting students to complete their individual course. In the event that a significant change that affects the RTO's legal or operation status, Niche will assist and support students to complete their course to the end of the agreed course period.

In the event that Niche or any of its divisions is unable to provide this support due to the RTO closing or ceasing to deliver the agreed training and/or assessment, the RTO will either provide a refund to the student for services not provided or will assist the student in finding a placement with another provider who will oversee the completion of the course arrangements, which must be agreed upon by all parties involved in the course.

Student withdrawals from a unit of competency or course of study must be received in writing by the Niche Enrolment Officer. A student's request for withdrawal will not be effective until the date this has been received in writing. The date of receipt is important in determining a student's eligibility for and the amount of fees to be refunded.

Students will be entitled to a refund where it is determined that the request is fair and reasonable and meets with the procedures outlined below. The refund procedure applies to each semester enrolled at Niche.

A refund will be arranged within four weeks of receiving a written claim\* from the student. The written claim for the refund must be received by Niche within 6 months after the students default. The refund is paid directly to the person who enters into the contract with Niche.

A refund will be arranged in the following circumstances:

Circumstance	Refund Entitlement
Student withdraws up to 4 weeks <b>prior</b> to commencement of semester classes or being provided with online access to unit materials.	<i>Refund of 100% of tuition fees paid.</i>
Student withdraws between 4 weeks <b>prior</b> to commencement and the commencement of semester classes or being provided with online access to unit materials.	<i>Refund of 90% of tuition fees paid. 10% withheld to cover administration costs</i>
Student withdraws <b>after</b> the commencement of semester classes or being provided with online access to unit materials.	<i>No refund. Full tuition fees to be paid for the semester</i>
Any fees paid for subsequent semesters	<i>Refunded</i>
If Niche is forced to withdraw a student from a course due to a serious breach of Niche Policies and Procedures after the commencement of semester classes.	<i>No refund of current semester fees. Any fees paid for subsequent semesters will be refunded.</i>

For all approved requests, the responsible Finance Officer will ensure the refund is processed in accordance with finance administration procedures.

Requests for refunds may only be refused in accordance with the policy, and in such case the Finance Officer will inform the student the reasons for declining to refund the course fees.

\*The refund policy does not remove the right to take further action under Australia's consumer protection laws. Niche Grievance and Appeals Policy and Procedures do not circumscribe the student's right to pursue other legal remedies.

## 7. International Students

All international students enrolled with Niche are entitled to access the Fees, Charges and Refunds procedure set out in this policy. If in the event of a dispute remaining unresolved, the student can also contact DEEWR at any stage through the ESOS mailbox [esosmailbox@deewr.gov.au](mailto:esosmailbox@deewr.gov.au) or through the ESOS helpline (02) 6240 5069.

This process does not prevent an international student from exercising rights to other legal remedies.

Overseas students must pay the **stated fees** two weeks prior to each semester. These fees comprise each semesters tuition and registration fee and Niche will issue a **Confirmation of Enrolment**. This refund policy applies to each semester enrolled at Niche.

A refund will be arranged in the following circumstances:

Circumstance	Refund Entitlement
<p>Student application for student visa is unsuccessful</p> <ul style="list-style-type: none"> <li>• Before semester/education service commences</li> </ul>	<ul style="list-style-type: none"> <li>• Refund of <b>tuition fees</b> paid minus an administration fee of \$250.00</li> </ul>
<p>Student with a student visa withdraws <b>prior</b> to commencement of semester classes:</p> <ul style="list-style-type: none"> <li>• More than 10 weeks before semester/education service commences</li> <li>• More than 4 weeks and up to 10 weeks before semester/ education service commences</li> <li>• 4 weeks or less before semester/education service commences</li> </ul>	<ul style="list-style-type: none"> <li>• Full Refund of <b>the total tuition fees</b> paid less administration fee</li> <li>• Refund <b>70% of tuition fees</b> paid less administration fee</li> <li>• Refund of <b>40% of the total tuition fees</b> less administration fee</li> </ul>
<p>Student withdraws <b>after</b> the commencement of semester classes:</p> <ul style="list-style-type: none"> <li>• During the first four weeks of semester classes at the college</li> <li>• After the end of the fourth week of semester classes at the college</li> </ul>	<ul style="list-style-type: none"> <li>• Refund of <b>30% of the total tuition fees</b> for the semester less administration fee</li> <li>• <b>No refund of tuition fees paid for the semester</b></li> </ul>
<p>Any fees paid for subsequent semesters</p>	<ul style="list-style-type: none"> <li>• Refunded minus an administration fee of \$250.00</li> </ul>
<p>If after the commencement of semester classes Niche is forced to withdraw a student from a course due to student default including serious breach of international student visa conditions or Niche or its third party service provider's Policies and Procedures including misbehaviour or the student fails to pay an amount he or she is liable to pay the provider, directly or indirectly, in order to undertake the course.</p>	<ul style="list-style-type: none"> <li>• <b>No refund of current semester fees.</b> Any fees paid for subsequent semesters will be refunded, minus an administration fee of \$250.00</li> </ul>
<p>If a provider withdraws offer, fails to provide a program offered or terminates an Education Service before semester/education service commences or after semester education service commences</p>	<ul style="list-style-type: none"> <li>• <b>The provider default provisions of the Commonwealth ESOS ACT 2000 apply</b> (see below for details)</li> </ul>

**In the following circumstances student refunds are covered by the ESOS Act 2000 and the ESOS Regulations 2001:**

- If the course does not commence on the agreed starting date.
- If the course ceases to be provided at any time after it starts, but before it is completed.

- 
- If the course is not provided in full to the student, because of any sanctions imposed upon the registered provider.

In the unlikely event that Niche is unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by Niche 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 you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.

If Niche is unable to provide a refund or place you in an alternative course the Australian Tuition Protection Scheme (TPS) Director will place you in a suitable alternative course at no extra cost to you.

Finally, if the Tuition Protection Scheme (TPS) Director cannot place you in a suitable alternative course, the TPS will refund you the tuition fees you have paid for the part of the course that you haven't yet received.

\*The refund policy does not remove the right to take further action under Australia's consumer protection laws. Niche Academic and Non-Academic Grievance Policy and Procedure do not circumscribe the student's right to pursue other legal remedies.

## 8. Determining Tuition Fees

When determining tuition fees Niche takes into consideration:

- Assessing whether the student is academically suited
- Enrolment into the course
- Tuition for the course
- Examination of the course
- Awarding of a qualification for the completed course

Niche does not take into consideration

- Payment method of the student including whether student uses a VET Student Loan or other funding assistance. Niche does not offer reduced tuition fees for up-front payments.

Tuition fees do not include:

- Equipment or physical items that become the student's property and are not consumed during the course (where the student could have acquired, but chose not to acquire, from another supplier).
- Food, transport or accommodation associated with the provision of field trips that form part of the course.
- Any fines or penalties
- Any good or service that is not essential for all or part of the course

## 9. Further Points of Contact

The following external bodies may also be consulted:

- Department of Fair Trading Ph: 13 32 20
- Consumer Protection Advice Line Ph: 1300 30 40 54
- Citizen's Advice Bureau (WA) Ph: 08 9221 5711 (\$25 for initial legal advice) or search the White Pages for similar services in other states.

## 10. Statutory and Regulatory Compliance

### Standards for RTOs 2015

- Clause 5.3
- Clause 7.3

### Vet Student Loans Act 2016

- Clause 55

### Vet Student Loans Rules 2016

- Clause 118

## 11. Related Policies and Procedures

- Protection of Student Fees Policy
- Niche Student Withdrawal, Refund and Re-Credit of VET FEE HELP Balance Policy (VET FEE-HELP Eligible Students)
- Niche Student Withdrawal, Refund and Re-Credit of VSL Balance Policy (VSL Eligible Students)

## 12. Publication

This *Fees, Charges and Refunds Policy* will be made available to Students through publication on the website [www.nicheducation.com.au](http://www.nicheducation.com.au) and will also be available in the student handbook.