

## 1 Purpose

This policy relates to students enrolled by the Colleges of Niche Education Group Pty Ltd (Niche) 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 to any current Training Partner Organisations (TPOs) where applicable.

This policy ensures that all fees, charges, refunds, and re-crediting processes are effectively managed.

## 2 Definitions

**Administration Fees:** Fees for deferral, suspensions, extensions, change of study load or mode, invigilation, re-issue of certificates and re-access fees.

**Census Date:** A published date, set by the provider, no earlier than 20% of the way through a VET Unit of Study.

**Enrolment Contract:** The signed agreement between the Student and the RTO. This document contains reference to this, and other policies as required by the enrolment type.

**Recognition of Prior Learning (RPL):** is a process that assesses competency—acquired through formal and informal learning—to determine if an individual meet the requirements for a unit of study.

**Re-credit:** Where a student has previously accessed a VET Student Loan for part of their course of study and have subsequently applied for a refund of those tuition fees, the eligible amount will be re-credited so as to reduce the HELP debt previously recorded for that student.

**Refund:** A return of money previously paid by the student.

**Student:** A person enrolled or seeking to enrol in any course or unit of study. Individuals can be either a domestic or overseas student.

**Study Period:** May refer to a Unit of Study, Term, Semester, Trimester, Module, as appropriate.

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

**Tuition Fees:** Fees paid for a course or part of a course.

**Unit of Study:** A unit of study approved for VET Student Loan that a student may undertake with Niche, for which the student may access VET Student Loan assistance to pay for all or part of their tuition fees.

**VET Student Loans (VSL):** is a loan scheme that assists eligible full fee-paying students studying an approved vocational education and training (VET) qualification to pay their tuition fees.

**VSL Eligible Student:** 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 an Australian citizen, the holder of a permanent humanitarian visa who will be resident in Australia for the duration of their VET units of study or a New Zealand citizen holding a Special Category Visa that also satisfy the additional eligibility criteria.

### 3 **Responsibility**

The Chief Executive Officer (CEO) is responsible for implementation of this policy and procedure and ensuring all staff and TPOs 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.

### 4 **Policy**

Niche is committed to providing students with information regarding all fees, charges, and related processes, applicable to their chosen course prior to their enrolment sufficient for them to make an informed decision.

Students will receive information of all fees and charges associated with their enrolment, including:

- i. all costs due to the RTO which include, but not limited to
  - Tuition fees
  - Enrolment fees
  - Materials and resource fees
  - Administration fees
  - Amenities fees
  - Support services which may incur a cost
- ii. Available payment options, the timing and amount of fees to be paid, cooling off periods (if applicable), payment schedules, and any non-refundable deposit.
- iii. Rights, obligations, and processes to request refunds or re-credit of a HELP balance, including complaints and appeals procedures regarding decisions not to provide a refund or re-credit.

This policy outlines the approach Niche will take to implement effective, efficient, and timely management process for all fees, charges, refunds, and re-credits.

### 5 **Procedures**

#### 5.1 **Determining Tuition Fees**

The tuition fees determined by Niche takes into consideration:

- Assessment of academically suitability
- Enrolment into the course
- Tuition for the course
- Examination of the course
- Awarding of a qualification for the completed course

When determining tuition fees 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

## Recognition of Prior Learning

The fee for completing units via RPL is provided to the student on application.

### Credit Transfer

No fees will apply for credit transfer.

## 5.2 Providing Information

All fees and charges relating to course costs will be made readily and easily available to learners via the RTO's website, marketing materials or enrolment contracts. 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.

Information provided includes:

- the applicable tuition fees
- payment options, terms, and conditions (including any deposits)
- administration fees which may be incurred
- links to Fees, Charges, Refund and Re-Credit Policy
- links to Withdrawal and Cancellation Policy
- consumer rights including but not limited to any statutory cooling-off period (if applicable)

Please find more information about the enrolment process in the **Student Recruitment and Enrolment Policy and Procedure**.

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. Should changes be made that affect current enrolments, students will be advised in writing at least one month prior to the date of effect.

## 5.3 Payment of Fees

There are various methods of payments available to students which will be advised to them on or before enrolment. These are outlined on the Course Payment Option page on the College websites.

**Domestic Students** must establish any payment plan, request VSL assistance, or pay the required fees (if less than \$1,500) for the study period prior to attending classes or being provided with online access.

**International students** must pay the stated fees two weeks prior to each study period.

Issues regarding payments will be handled at the first available opportunity and directed to the Finance Officer.

Fees paid in advance of more than \$1,500 can only be received via a VET Student Loan or by an International Students and will be protected by an appropriate Student Tuition Assurance Scheme.

Other than the above Niche does not accept prepayment of tuition fees above \$1,500. Please view the **Statement of Tuition Assurance**.

All fees must be paid or an approved payment plan in place before AQF certification documents will be issued.

## 5.4 Refund and Re-Credit

To be eligible for a refund or re-credit a student must withdraw from the course in a manner outlined in the **Withdrawal and Cancellation Policy**.

Students will be entitled to a refund or re-credit where it is determined that the request is fair and reasonable and meets with the procedures outlined below. Each application will be considered on its merits together with any supporting documentation.

Initial assessment of all refund or re-credit applications will be made by the Enrolment Officer in consultation with the Finance Officer.

If approved, a refund or re-credit will be arranged within four weeks of receiving the written claim from the student. The written claim for the refund must be received by Niche within 6 months of withdrawal or cancellation of enrolment. Refunds will be paid directly to the person who enters the contract with Niche.

The process for a refund will be determined by the enrolment type (domestic or international) and the course (non VSL approved or VSL approved).

Niche will ensure that a student is not victimised or discriminated against for:

- Making an application for refund
- Making an application for re-credit
- Seeking a review or reconsideration of a decision
- Using this process or the Complaints and Appeals Policy and Procedure

No refunds will be provided for units a student has completed and has been assessed as competent.

Niche Education Group is committed to providing quality training and assessment services while assisting students to complete their course. If a significant change occurs affecting 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 or re-credit to the student of payments made in advance 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.

#### 5.4.1 Domestic Students – non VSL approved courses

This refund policy applies to enrolment into courses not eligible for VET Student Loans assistance.

Circumstance	Refund Entitlement
Withdrawal up to 4 weeks <b>prior</b> to commencement of unit or being provided with online access to unit materials.	<ul style="list-style-type: none"> <li>• <b>100% refund</b> of tuition fees paid.</li> </ul>
Withdrawal <u>between</u> 4 weeks <b>prior</b> to commencement and commencement of unit or being provided with online access to unit materials.	<ul style="list-style-type: none"> <li>• <b>90% refund</b> of tuition fees paid. <i>10% withheld covers administration costs</i></li> </ul>
Withdrawal <b>after</b> the commencement of unit or being provided with online access to unit materials.	<ul style="list-style-type: none"> <li>• <b>No refund.</b> <i>Full tuition fees to be paid.</i></li> </ul>
Cancellation of enrolment due to a serious breach of Policies and Procedures after the commencement of unit.	<ul style="list-style-type: none"> <li>• <b>No refund.</b> <i>Full tuition fees to be paid.</i></li> </ul>

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 student will be informed in writing of 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 Complaints and Appeals Policy and Procedures do not circumscribe the student’s right to pursue other legal remedies.

#### 5.4.2 Domestic Students – VSL approved courses

This refund policy applies to all students who enrol in course eligible for VET Student Loans assistance, even if they choose not to access it.

It does not apply where VET tuition assurance arrangements have been activated and the student has elected the VET course assurance option for that unit.

Circumstance	Refund – Re-credit Entitlement
Withdrawal from a VET unit of study <u>on or before</u> the relevant <b>census date</b> .	<ul style="list-style-type: none"> <li>• <b>No</b> VET Student Loan debt will be incurred</li> <li>• <b>100% refund</b> of tuition fees paid.</li> </ul>
Withdrawal from a VET unit of study <u>after</u> the relevant <b>census date</b> .	<ul style="list-style-type: none"> <li>• VET Student Loan debt <b>will be</b> incurred</li> <li>• <b>No refund.</b></li> </ul> <p><i>Discretion of the RTO is applied here dependant on evidence of <b>special circumstances</b>.</i></p>
Cancellation of enrolment due to a serious breach of Policies and Procedures after the commencement of unit.	<ul style="list-style-type: none"> <li>• <b>No refund or re-credit.</b></li> </ul>

If a student withdraws from a unit of study after the published census date or has been unable to successfully complete a unit of study and believes this was due to special circumstances, the student may apply to have their HELP balance re-credited for the affected unit(s) of study. Applications must be made **within 12 months** of the relevant census date for the unit of study.

**Special Circumstances** apply where:

- these circumstances are beyond the student’s control, **and**
- these circumstances did not make their full impact on the student until on, or after the census date; **and**
- these circumstances were such that it was impracticable for the student to complete the requirements for the course, part of the course during their enrolment in the course or part of the course.

For circumstances to be beyond a student’s control, the situation should be that which a reasonable person would consider is not due to the student’s action or inaction, either direct or indirect, and for which the student is not responsible. The situation must be unusual, uncommon, or abnormal to be considered special circumstances.

Special circumstances **do not** include:

- lack of knowledge or understanding of requirements for VET Student Loan assistance; or
- a student’s incapacity to repay a VET Student Loan debt (repayments are income contingent and the student can apply to the Australian Taxation Office for a deferral of a compulsory repayment in certain circumstances).

Students may **apply to the Secretary** for the students’ HELP balance to be re-credited under section 71 of the VSL Act. Submissions for a re-credit made to the Secretary must be made in writing. Circumstances where a student may apply to the Secretary are:

- The provider, or a person acting on the provider’s behalf, engage in unacceptable conduct in relation to the student’s application for the VET Student Loan; or
- The provider has failed to comply with the VSL Act or an instrument under the VSL Act and the failure has adversely affected the student.

The Secretary may also re-credit a student's HELP Balance in relation to special circumstances if a course provider:

- Is unable to act or is being wound up or dissolved; or
- Has failed to act and the Secretary is satisfied that the failure is unreasonable.

Applications for re-crediting by the Secretary must be made **within 5 years** after the relevant census date of the course or part of the course concerned, or within that period as extended by the Secretary.

### 5.4.3 International Students

This refund policy applies to students studying on an International Student Visa.

Circumstance	Refund Entitlement
Application for student visa is unsuccessful <ul style="list-style-type: none"> <li>• Before study period/education service commences</li> </ul>	<b>100% refund</b> of tuition paid minus an application fee of \$250.00
Student with a student visa withdraws <b>prior</b> to commencement: <ul style="list-style-type: none"> <li>• More than 10 weeks before study period/education service commences</li> <li>• More than 4 weeks and up to 10 weeks before study period / education service commences</li> <li>• 4 weeks or less before study period /education service commences</li> </ul>	<ul style="list-style-type: none"> <li>• <b>100% Refund</b> of the total tuition paid less administration fee</li> <li>• <b>70% refund</b> of tuition paid less administration fee</li> <li>• <b>40% refund</b> of the total tuition paid less administration fee</li> </ul>
Student withdraws <b>after</b> commencement: <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>• <b>30% refund</b> of the total tuition paid for the semester less administration fee (\$250)</li> <li>• No refund of tuition paid for the semester</li> </ul>
Any fees paid for subsequent semesters	<b>100% refund</b> minus an administration fee of \$250.00
Cancellation of enrolment due to student default including serious breach of international student visa conditions or Policies and Procedures	<b>No refund of current semester fees.</b> Any fees paid for subsequent semesters will be refunded.
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	<b>The provider default provisions of the Commonwealth ESOS ACT 2000 apply</b> (see below for details)

If in the event of a dispute remaining unresolved, the student can contact the Commonwealth Ombudsman (<https://www.ombudsman.gov.au/>).

This process does not prevent an international student from exercising rights to other legal remedies including taking further action under Australia's consumer protection laws.

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 have not yet received.

## 6 **Decision and Appeal**

Decisions on all initial refund and re-credit applications will be provided as soon as practicable after application in writing.

Where a decision is made by the RTO not to refund amounts paid or re-credit a student's HELP balance, that decision may be appealed at no cost to the student.

Application for appeal must be made in alignment with the **Complaints and Appeals Policy and Procedure**.

## 7 **Monitoring and Review**

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 materials which relate to financial transactions and fees, will be reviewed in accordance with this policy and authorised before release.

All reviews and changes will be recorded in the **Continuous Improvement Register**.

## 8 **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)
- Commonwealth Ombudsman (<https://www.ombudsman.gov.au/>)
- Australian Skills Quality Authority (<https://www.asqa.gov.au/>)

## 9 **Statutory and Regulatory Compliance**

- Standards for RTOs 2015
- Vet Student Loans Act 2016
- Vet Student Loans Rules 2016

10 **Supporting Documents**

- Statement of Tuition Assurance
- Complaints and Appeals Policy and Procedure
- Withdrawal and Cancellation Policy
- Student Recruitment and Enrolment Policy and Procedure
- Continuous Improvement Register
- Enrolment Contract
- Refund Application Form

11 **Publication**

This policy will be made available on the RTO website ([www.nicheeducation.com.au](http://www.nicheeducation.com.au)) and will also be made available during pre-enrolment processes.

Version Control	
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