North Coast TAFE Refund, Deferral and Withdrawal policy

This NCTAFE policy should be read in conjunction with the following TAFENSW policy.

The policy in brief:

- Refund provisions differ between subsidised and fee-for-service programs
- There are special refund provisions where students are eligible for a VET FEE-HELP (VFH) loan and enrolled in a VET FEE-HELP eligible course
- There are no refunds for
  - short courses (courses of 5 days or fewer)
  - part qualifications, concessions or foundation skills programs after commencement
  - withdrawal after 2 weeks except where transferring to another NCTAFE program within the same study period
  - deferral
- Refunds after participation cannot be more than 75% of the course fee
- Refunds may apply if a student exits having completed the requirements for a lower level qualification
- This policy applies regardless of payment option, with the exception of VET FEE-HELP eligible students enrolled in a VET FEE-HELP eligible course
1. Refunds all fees - Except those paid by VET FEE-HELP eligible students in a VET FEE-HELP eligible course

1.1 Refunds on the basis of Withdrawal from Study

1.1.1 To be considered for a refund based on withdrawal from study a student must submit a completed Request for Withdrawal and Refund form. Customers are eligible for a specified refund if the student withdraws with relevant notice before the specified commencement and/or participation in course.

   i. For all subsidised programs, withdrawal notice can be given by the customer without fee penalty up to the date of the student’s specified commencement (first participation) i.e. a full refund applies until such time as the student commences.

   ii. For fee for service programs, specific withdrawal notice requirements and any applicable refund arrangements will be published with the course fee. Where none are published, Clause 1.1.1.i applies.

1.1.2 Refunds after the specified commencement and/or participation do not apply to all programs. Instances where refunds do and don’t apply are outlined in subsequent clauses in this policy.

1.1.3 NCTAFE operates on the principle that customers who commence must pay either in full (as specified in the fee information) or a minimum of 25% deposit (where taking out a payment plan) in recognition of the cost of establishing and commencing any program. Therefore no refund can be more than 75% of the relevant fee if the student has participated after the specified commencement.

1.1.4 Where a student withdraws from study, all customers who have paid fees can request the relevant refund (if a refund is applicable) by completing a Request for Withdrawal and Refund form.

1.1.5 There are no refunds for part qualifications, concessional fees or Foundation Skills programs after the specified commencement and/or participation by the student has begun.

1.1.6 Withdrawal before two weeks - Except for VET FEE HELP Arrangements –VFH

   See Section 4

Customers who withdraw up to two weeks from the specified commencement of the course and who have participated in one or more unit of competency will be eligible for a partial refund as follows:
1.1.7 Withdrawal before two weeks - Except for VET FEE HELP Arrangements –VFH

See Section 4

Customers are not eligible for a refund if they:

i. withdraw after two weeks from the specified commencement of their course, and

ii. have participated in one or more units.

1.1.8 Transfer to another NCTAFE course (Non VET FEE HELP Course)

Customers who choose to transfer to another NCTAFE course are eligible to transfer their paid fees (less 25% deposit) to a new NCTAFE course, if the following conditions are met. They:

i. withdraw from their original course no more than four weeks from the specified commencement of that course, and

ii. have participated in one or more units, and

iii. have talked with the Head Teacher of the new course and have been deemed suitable and accepted into the course, and

iv. have agreed to pay the difference in fees between the course they are currently enrolled in and the course they are transferring to, and

v. if they are on an instalment plan, agree to have their instalment payments plan readjusted as required to meet the new fees

NOTE: Paid materials fees for previous courses cannot be refunded if the materials have already been issued.

1.1.9 An exception to 1.1.7 applies where an employer has paid the full course fee upfront on behalf of an apprentice or trainee, or has committed to paying the fees by an instalment plan on behalf of an apprentice or trainee and the apprenticeship or traineeship is prematurely terminated. If the employer has paid the full course fee upfront, the employer is entitled to a partial refund for the difference of the training period that has not yet commenced. If the employer has committed to paying the fees by an instalment plan, then they will not be liable for the fees for training period that has not yet commenced. Termination must be agreed by all parties involved including State Training Services and NCTAFE.
1.1.10 Early Exit having achieved a lower level qualification

An exception to 1.1.7 applies where a student withdraws having completed all the requirements for a lower level qualification which attracted a lower student fee. In this instance, the student will be eligible for a refund of the relevant fee differential less a $100 administration charge.

1.1.11 North Coast TAFE will not refund costs to a student over and above the student fee.

1.2 Refunds on the basis of Changes to Eligibility After Commencement and/or participation

1.2.1 Customers are not eligible for a refund if their eligibility status changes after they finalise their enrolment and participation in the course e.g. if the student becomes unemployed during their studies.

To be clear, this Clause does not apply to a person whose eligibility status is declared later e.g. a person with a retrospective declaration of a disability or Aboriginality. A legitimate retrospective declaration can be dealt with through relevant withdrawal and refund steps.

1.2.2 The exception to Clause 1.2.1 is for customers who have paid the full subsidised fee but the student now receives Newstart or Austudy as a consequence of enrolling in a program with NCTAFE, and so become eligible for a concession fee. Such customers are to provide confirmation of this change of status to NCTAFE within 2 weeks of course commencement and or participation.

1.3 Refunds on the basis of RPL and Credit

1.3.1 Students enrolled in subsidised training who have paid a full qualification fee and then applied for and been granted recognition of prior learning (RPL) and/or credit transfer (CT) for unit/s of competency, will have their enrolment fee re-calculated and will receive the relevant refund.

1.3.2 Students enrolled in subsidised training who are paying their qualification fee by instalments and who have applied for and been granted recognition of prior learning (RPL) and/or credit transfer (CT) for unit/s of competency, will have their enrolment fee re-calculated and their subsequent instalment fee/s adjusted accordingly.

1.4 Refunds for subsidised programs on the basis of Changes in NCTAFE’s Business Conditions

Enrolled students who cannot continue due to circumstances not of their own accord but due to changes in NCTAFE’s business conditions (e.g. NCTAFE is no longer approved to deliver the program) will be eligible for a refund sufficient to allow the student to complete any units for which they have no results with another approved provider of the same subsidised Smart & Skilled qualification.
2. Deferrals - All programs except VET FEE HELP eligible courses

2.1 A student approved to defer their studies at NCTAFE is required to pay the course fee in full, or if they are on an instalment plan they are required to continue to make regular payments until the course is paid in full.

2.2 An enrolled student who requests a deferral is not eligible for a refund of any fees paid. This is because they are asking NCTAFE to hold a study place for them.

2.3 An enrolled student who requests a deferral will be required to apply for a deferral by completing the appropriate section on the Withdrawal/Refund Application Form outlining the reason for the request.

2.4 Students will be provided with information on the fee implications of deferring their training.

2.5 North Coast TAFE will allow a deferral of no longer than 12 months from the date of receipt of notice from the student.

2.6 Students will be advised in writing of the outcome of their request for Deferral Notice.

2.7 While North Coast TAFE will endeavour to place students in the same qualification, without the student incurring additional costs, this cannot be guaranteed in all circumstances. For example where there is a release of a new Training Package; where circumstances mean that the qualification is unavailable in the subsequent semester/year; where the qualification has been removed from relevant Approved Qualification lists for North Coast TAFE.

2.8 Enrolled students who do not recommence training within the approved time frame will forfeit their place and will be treated as a new student and will incur a new student fee.

2.9 Where necessary a student may submit a request for consideration of extenuating Circumstances to North Coast TAFE under Clause 3 Deferral or Refund of payment on the basis of Extenuating Circumstances.

3. Deferral or Refund of payment on the basis of Extenuating Circumstances

3.1 North Coast TAFE may consider requests for full or part fee deferral, or refund, based on evidence provided for extenuating circumstances.

3.2 Students must request consideration of extenuating circumstances in writing and submit it to the Consumer Protection Officer via post to PO Box 528, Port Macquarie NSW 2444 or email to northcoasttafefeedback@tafensw.edu.au or by lodging it at a North Coast TAFE Campus Administration Office.

3.3 Each application will be assessed on an individual basis by the Director Communications and Stakeholder Relations, or delegate

3.4 Generally, the following circumstances are not regarded as grounds for fee deferral or refund:

   i. Change of job
   ii. Change to work hours
   iii. Your travel to campus becomes inconvenient
   iv. You move interstate
   v. You are retrenched or made redundant
4. **Refunds - VET FEE-HELP eligible students in VET FEE-HELP eligible courses**

4.1 All students who formally withdraw from their Unit of Study (UoS) need to advise North Coast TAFE in writing using the [Withdrawal/Refund Application form for VET FEE-HELP](#) students.

4.2 A student who formally withdraws on or before the Census Date (e.g. 20% of the way through the UoS):
   - is entitled to a refund if payment has been made upfront; or
   - does not incur a debt for the current Unit of Study if they have taken out a VET FEE-HELP loan

4.3 A student who formally withdraws after the Census Date has passed will:
   - receive no refund for the current Unit of Study if they have paid upfront; or
   - be liable for the full debt for the Unit of Study, if they have taken out a VET FEE-HELP loan

4.4 Special circumstances may be considered if a student formally withdraws from a Unit of Study after the census date. Students can apply to North Coast TAFE by email to [nctafevfh@tafensw.edu.au](mailto:nctafevfh@tafensw.edu.au) to have their FEE-HELP balance re-credited and the FEE HELP debt removed, if they become seriously ill or for other special circumstances.

4.5 For North Coast TAFE to be satisfied that special circumstances apply students must be able to prove that the circumstances:
   - were beyond their control;
   - did not make their full impact on the student until on or after the census date; and
   - made it impracticable for the student to complete the Unit(s) of Study requirements.

4.6 Special circumstances do not include:
   - Lack of knowledge or understanding of requirements for VET FEE-HELP assistance; or
   - Incapacity to repay a VET FEE-HELP debt, as repayments are income contingent. A student may apply to the Tax Office for a deferral of a compulsory repayment in certain circumstances.

4.7 Students are required to submit a request for consideration of extenuating Circumstances to North Coast TAFE (Clause 3) within 12 months of the formal withdrawal day.

4.8 For more information on this process refer to the CSP and HELP Handbook at [www.studyassist.gov.au](http://www.studyassist.gov.au).