

Fee Policy – International Students

Policy Number	NP006
Approving Authority	Board of Directors
Date Implemented	22 May 2020
Date of Review	January 2022
Contact Officer	Director, Student Engagement Learning and QA
Related Policies, Procedures and Documents	NIDA Student Charter (incorporating the NIDA Code of Conduct) NIDA Student Handbook Grievance, Complaint, and Appeal Procedure – Non-Academic Grievance, Complaint and Appeal Form – Non-Academic Refund Application Form

1. DEFINITIONS

Term	Definition
Accredited Course	A course that is recognized under the Australian Quality Framework (AQF) and is registered with one of the two main regulatory agencies, being TEQSA (Tertiary Education Quality Standards Authority) for Higher Education and ASQA (Australian Skills Quality Authority) for Vocational programs
Appeal	A request by an individual for review of a decision about a complaint.
Census Date	The final date for a student to apply for, or withdraw from government funded FEE-HELP or VET Student Loan assistance and the date at which a student incurs a FEE-HELP or VET Student Loan debt for the subjects or units in which they are enrolled. The census date is set by the education provider and for both Higher Education and VET it is no earlier than 20% of the subject/unit duration.
Course Commencement	The published effective start date of a course and is inclusive of the orientation/induction period.
Domestic student	A student who is a citizen or permanent resident of Australia, a citizen of New Zealand or the holder of an Australian humanitarian visa
Financial Hardship	A student was able to afford the fees when they commenced studying but a change in circumstances during the course resulted in difficulty being able to make the semester payments by the due date.
Grievance (Non Academic)	Those matters that pertain to conduct, behaviours and issues and breaches of policy that are not academic in nature and or may be criminal in nature.

Exceptional Circumstances	<p>Exceptional Circumstances are those that are outside of your control. NIDA recognises three types of exceptional circumstances; short term, essential commitments and long term circumstances.</p> <p>Short Term Circumstances Short-term illness, injury or misadventure that has significantly impacted your performance in an assessment or exam. For example: serious illness or injury requiring treatment from a medical practitioner, death of a family member for close friend, or an accident or natural disaster.</p> <p>Long Term Circumstances This includes ongoing or recurring illnesses or medical conditions that might impact your studies.</p> <p>Binding Circumstances These are circumstances where you can apply for special consideration because a circumstance, which you cannot change, impacts your ability to undertake or participate in an assessment. Such Indispensable circumstances include, but are not limited to:</p> <ul style="list-style-type: none"> ▪ Legal commitments - Jury duty, summons to appear in court ▪ Religious or cultural commitments ▪ Military service
HELP	Higher Education Loan Program (HELP)
HELP Balance	Total tuition loan fees accumulated under any of the HELP schemes including FEE-HELP and Vet Student Loans
International student	A student who is neither a citizen or permanent resident of Australia, is not a citizen of New Zealand or the holder of an Australian Humanitarian visa
Investigator	A person with the delegated authority to investigate grievances. This may be a nominated NIDA staff member or an externally engaged investigator.
Permanent resident	A permanent resident is a non-citizen who has been granted the right to reside permanently in Australia by the Australian government. Permanent residency is taken from the date the status is granted NOT the date of application.
Potential student	An applicant for an accredited course.
Staff	All people employed by NIDA whether on continuing, permanent, fixed term, casual or traineeship basis.
Student	Any person enrolled in an accredited course at NIDA, who was enrolled in an accredited course at the time the grievance relates to.
Study Abroad Student	A student, usually, though not always, an international student who is enrolled in 1 or 2 semesters of a NIDA degree program as a part of a Study Abroad program at their offshore home institution.
Study Period	A published period of time scheduled for the delivery of a subject or Unit of Study. For Higher Education at NIDA it is a semester and for Vocational programs it is known as a term.

Unit/Unit of Study	A qualification is broken down into a number of Units of Study, which each have a Census Date. Each Unit of Study comprises a proportion of the learning and assessment that contributes to completion of the whole course.
--------------------	---

2. SCOPE OF POLICY

This policy and its related procedure applies to:

- All international NIDA students enrolled in accredited courses
- All international students with prior enrolment, withdrawn or deferred, where the relevant fee liability was incurred while they were enrolled or is directly related to their enrolment
- All students on Study Abroad programs at NIDA where the fees relate to their NIDA experience

This policy has rights and responsibilities as follows:

Director, Student Engagement and Quality Assurance is responsible for:

- Ensuring the accessibility of this policy by staff and students
- Implementation of this policy.

3. PURPOSE

This Policy outlines the principles for setting, calculating, charging and refunding NIDA student fees for international students.

4. PRINCIPLES

When setting tuition fees NIDA considers the cost of delivery of the course and strategic and commercial considerations. Tuition fees vary based on residency status and course type.

NIDA will endeavor to support of students whose study has been impacted by exceptional circumstances outside their control.

Tuition fees are approved by the Board of Directors and are reviewed annually.

NIDA will manage grievances, complaints and appeals in a timely manner in alignment with the principles of natural justice, and regulatory requirements. This does not affect the rights of the student to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies.

5. POLICY

Tuition fees apply to all accredited courses.

5.1 Payment of Tuition fees – International Students

- a) An international applicant who has been offered a place at NIDA must pay a deposit of 100% of the first study period's tuition fee upon being offered and accepting a place in a course. Once the monies are paid and receipted the students will be enrolled and issued a Confirmation of Enrolment (CoE) for the purposes of their obtaining a visa.
- b) Existing international student tuition fees are payable upfront on a per study period basis and

must be paid within 14 days of invoicing. Failure to pay the tuition owing will result in cancellation of their enrolment and cancellation of their student visa.

- c) International students are solely responsible for their financial liability to NIDA, regardless of any arrangement they may have with another individual or organisation to cover tuition costs.
- d) All tuition fees are to be paid in Australian dollars and students are responsible for incurring any currency exchange costs, or covering deficits that may result from funds transfers or currency exchanges.

5.2 Refunds of Tuition Fees – International Students

- 5.2.1 An international student who lodges a written request for withdrawal from a Unit of Study after commencement but on or before the published census date, will be withdrawn from the Unit/s of Study in which he or she is enrolled and refunded 50% of the tuition fees for the study period.
- 5.2.2 An international student who withdraws after the census date for the current study period will not receive a refund of the tuition fees for that study period.
- 5.2.3 The administrative fee will not be applied if the student is not granted a student visa for the course, is unable to commence study on the grounds that the course is no longer being offered, or that the student has experienced exceptional circumstances or misadventure. Proof of visa refusal from the Australian Government must be supplied to NIDA Student Administration.
- 5.2.4 In the event of exceptional circumstances or misadventure that prevents an international student from continuing to study, the student may be granted a full or partial refund of fees on application. Refunds are authorised at the discretion of the NIDA **CEO**. No refunds will be available where a student's visa is cancelled.
- 5.2.5 A student must provide independent supporting documentary evidence and demonstrate that there are exceptional circumstances as per the definition outlined in this policy and that these circumstances:
 - Were beyond the student's 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 requirements for the Unit of Study during the period in which the student undertook, or was to undertake the Unit of Study
- 5.2.6 All applications must be made via the Tuition Refund form as soon as practicable after withdrawal/cessation of the incomplete Unit/s of Study but no later than 3 months after the withdrawal/cessation date.
- 5.2.7 Students who have their visa cancelled for breach of their international student visa conditions or for breach of NIDA's policies and procedures will not be eligible for a refund.
- 5.2.8 Students who temporarily defer or suspend their studies will not be granted a refund for any monies paid for advance study periods.
- 5.2.9 After enrolment international students who apply for RPL/credit transfer will receive a refund for any units for which credit transfer /recognition of prior learning is granted.

5.3 Change of Visa Status

Where an enrolled international student is granted permanent residency status (PR) in Australia, they will be eligible to pay upfront domestic fees from the next census date. Proof of PR status must be supplied to Student Administration prior to the next census date from when PR is granted.

5.4 Non-Payment of Fees

Students who are paying up-front fees, have outstanding tuition fees and do not have a payment plan in place will not be allowed to attend classes or take part in productions. Tuition fees that are outstanding beyond 90 days of invoicing may result in a student's enrolment being cancelled.

5.5 Debt and Indebtedness

Students with outstanding tuition fees or owing monies to the library for lost or non-returned books will not receive a statement of results, academic transcript and will not be able to graduate until all fees are paid.

5.6 Grievances and Appeals

Students wishing to apply a decision around fee payments or refunds may do so by following the Grievances and Appeals – Non Academic policy and process. This policy and associated grievances and appeals policies and processes does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

5.7 Communication

All communication regarding fee related matters, including invoicing, receipting and refunds are managed by email.

5.8 Record Keeping

All payments and receipts for tuition fees are managed through the student management system software (SMS). All records of variations to fees are saved electronically to the student's SMS account.

6. CHANGE HISTORY

Date	Change Description	Reason for Change	Author	Version
January 2020	Reworked policy to ensure it met the National Code 2018 and met business	Review of all P&P	Director SELQA	
December 2014				14/06081
December 2011				

7. BENCHMARKING and ACKNOWLEDGEMENTS

This policy has been benchmarked against policies and practice from a number of higher education providers and other sources

Relevant policy documents from the following are gratefully acknowledged:

- AFTRS
- Sydney University
- UNSW
- National Art School
- JMC Academy

Legislation and Regulatory Frameworks	TEQSA Act 2011 National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018) ESOS Act (2000)
--	---