

## **Fees Policy**

### **Version 1.1**

#### **1. Purpose**

This policy describes how Nexus Institute of Higher Education collects fees and issues refunds. The policy complies with the Higher Education Standards Framework (HESF) 2021, the Education Services for Overseas Students (ESOS) Act 2000, the National Code for Providers of Education and Training to Overseas Students 2018 and Australian Consumer Law.

The policy should be read in conjunction with

- Admission Policy
- Enrolment Policy
- Student Complaints and Appeals Policy
- Statement of Tuition Assurance

#### **2. Scope**

The policy applies to all students and prospective students at Nexus Institute of Higher Education. The policy is subject to Australian Consumer Law as described in Section 6.

#### **3. Definitions**

*Major problem.* A major problem is one in which the Institute's services are unsafe, or very different from the description, or not fit for the required purpose and cannot easily be fixed.

*Provider default.* A particular instance of a major problem in which the Institute fails to provide a course or ceases to provide a course to an overseas student.

*Census date.* The census date is the last date for finalising or withdrawing from any subjects, suspending your studies or discontinuing your course without incurring any financial or academic penalty.

*Confirmation of Enrolment (CoE).* A CoE is an electronic document issued by the Institute to international students, confirming their eligibility to enrol in a specific course. A CoE is required for a student visa application.

*Compelling or compassionate circumstances.* Compassionate or compelling circumstances are generally those beyond your control and which have an impact upon your course progress or wellbeing. These could include serious illness or injury, bereavement of close family members major political upheaval or natural disaster in your home country, a traumatic experience, or unavailability of relevant subjects.

*Domestic student.* A domestic student is a student who is either an Australian citizen (including those with dual citizenship); a New Zealand citizen or a diplomatic/consular representative of New Zealand; a holder of a permanent humanitarian visa; or a holder of another permanent visa.

*International student.* An international student is any student who is not a domestic student, including those who have student visas, temporary residency, bridging visas and provisional residency.

*Non-award subject.* A non-award subject is a subject for which a student applies for admission, but which does not form part of an enrolment in an award course.

*Overseas Student Health Cover (OHSC).* OHSC is a student visa requirement set by the Australian Department of Immigration and Border Protection to ensure that international students have visa-length health cover while studying in Australia.

*Subject.* A separate unit of study; a combination of subjects make up a course of study.

*Tuition Protection Service (TPS).* The Tuition Protection Service (TPS) is a Government service which supports international students on student visas and eligible domestic students whose education providers are unable to fully deliver their course of study.

#### **4. Policy statement**

Nexus Institute may charge tuition and enrolment fees and various non-tuition fees described in the table in section 5 below. Tuition fees are calculated based on the subjects in which a student enrolls. Students will be charged the full amount for repeating subject(s).

Tuition fees cover the costs associated with studying at Nexus Institute including:

- course materials and online resources
- access to library books, periodicals and guides
- access to computers
- admissions services
- assessments and examinations.

Tuition fees may be refundable in whole or in part under certain circumstances. Other fees and charges, when incurred, are not refundable.

Fees are adjusted annually and may be increased during the period of a student's enrolment. Any fee increases will be effective from 1 January of each calendar year and will apply to all students enrolling in that year. Fees are published on the Nexus Institute website by 1 October of the preceding year.

Nexus Institute has provisions for students that will take effect if a course can no longer be provided. If Nexus Institute cancels a student's enrolment due to provider default, students will be notified in writing and will be given the option to:

- receive a refund of any unused portion of prepaid tuition fees within two weeks of the date of provider default, or
- enrol in an alternative course at Nexus Institute or at another provider at no extra cost.

The student has the right to choose whether they prefer a refund of the unused portion of prepaid tuition fees, or to accept a place in another course. If the student chooses placement in an alternative course with Nexus Institute, the student will be issued with a new Letter of Offer and Written Agreement. The student must accept the offer following the Admissions Policy.

If the Institute is unable to provide a refund or place the student in an alternative course, the Tuition Protection Service (TPS) administered by the Director of TPS will place the student in a suitable alternative course at no extra cost to the student. Finally, if TPS cannot place the student in a suitable alternative course, the student will be eligible for a refund as calculated by the Fund Manager.

## 5. Procedures

Nexus Institute will issue a fees invoice to all students for each study period.

Tuition and non-tuition fees are payable by the advised due date for each study period. The deadline for paying tuition and non-tuition fees is as noted on the invoice. If not paid by the due date, the student will receive a warning letter.

Payment of tuition and non-tuition fees by the due date on the invoice is a condition of enrolment. Failure to pay all fees owing by the deadline may result in the student being prevented from:

- accessing subject results
- accessing Library and online resources
- enrolling in further subjects
- accessing an Academic Transcript
- graduating.

Nexus Institute will charge a late fee when payment is made after the due date. Nexus Institute may report students to a debt collection agency for non-payment of fees.

Nexus Institute will notify an international student who fails to pay their fees by the deadline of the intention to report them to DHA. Any appeal must be lodged within 20 working days. Depending on the outcome of any appeal, the student's CoE may be cancelled.

Students who experience difficulty paying their full tuition fees by the due date may be granted permission to pay their fees by instalments. This arrangement is only available when compassionate or compelling circumstances apply. Additional fees and conditions may be applied. Students in this situation should speak to the Finance Manager for more information.

### ***Refunds to domestic fee-paying students***

Domestic students must pay their fees for each study period on or before the census date.

If a domestic student makes a request to withdraw from a subject before the census date, any tuition fees paid for the subject will be refunded. A domestic student who makes a request to withdraw from a subject after the census date remains liable to pay the tuition fee.

In considering the possibility of a refund, Nexus Institute may take compassionate or compelling circumstances into account. The student must provide evidence of compassionate or compelling circumstances considered as beyond their control and accepted as unforeseeable by the student prior to enrolment and make it impracticable to complete the requirements for the subject. Supporting documentary evidence will be required. Such circumstances may include:

- Medical circumstances which may include illness or injury

- Compassionate circumstances which may include loss or bereavement, or significant disruption to domestic arrangements, hardship or trauma
- Sudden loss of income or employment
- Changes made by Nexus Institute to the course of study so that the student is disadvantaged by not being able to complete a subject in which they had enrolled and not receiving credit towards another subject.

Refunds will be sent to the student's bank account unless otherwise requested by the student in writing. Unless otherwise advised, refunds will be released by Nexus Institute within 28 days of the completed documentation being submitted.

### ***Refunds to international fee-paying students***

Requests for refunds should normally be made within 14 days of an event which qualifies the student for a refund. If a refund request is not received within 6 months of the event which qualifies the student for a refund, the student will forfeit the rights for a refund.

A full refund of the unused portion of tuition fees paid in advance will be paid under the following circumstances:

- Nexus Institute is unable to deliver the course in full; as an alternative, Nexus Institute may offer a place in an alternative course at no additional cost
- Nexus Institute withdraws the offer of enrolment because the student cannot meet the conditions of the offer of admission, or
- the student's visa application is rejected or delayed by circumstances beyond the student's control, or
- the student provides written notice of withdrawal more than 14 days before the agreed start date of the course, or
- Nexus Institute withdraws an offer of enrolment which was based on incorrect or incomplete information provided by the student.

A full refund may also be granted in circumstances beyond the student's control if there are compelling or compassionate circumstances which:

- occur 14 calendar days or less prior to the commencement of the relevant study period, or
- occur more than 14 calendar days prior to the commencement of the relevant study period but worsen after that day, or
- occur more than 14 calendar days prior to the commencement of the relevant study period, but the full effect or magnitude does not become apparent until on or after that day, and
- make it impracticable for the student to complete the requirements of the subjects.

A partial refund will be paid if the student provides written notice of withdrawal before the agreed start date of the course but not more than 14 days before the agreed start date. The refund will be for the unused tuition fees less 30% of the full current study period fee retained to cover administrative costs.

In all other circumstances, students are liable for the full amount of the tuition fees for the study period even if they subsequently withdraw during the study period. A student

excluded or suspended for misconduct will also remain liable for their tuition fees for the study period in question.

Overseas Student Health Cover (OSHC) will be refunded if the student is unable to complete the course, provided Nexus Institute has not disbursed funds to its nominated OSHC provider. If funds have been disbursed to the provider, the student will be responsible for contacting the provider directly to apply for their OSHC refund.

Deposits are non-refundable unless compelling or compassionate circumstances apply.

If a student has overpaid an invoice, the student will be able to elect to credit the overpayment towards the following study period or receive a refund of the value of the overpayment.

An international student who is subsequently granted permanent residency in Australia (other than a Permanent Humanitarian Visa) will be defined as a domestic student and is therefore eligible to pay domestic tuition fees. Permanent residency is recognised from the date of formal notification by a letter from DHA.

If the student is granted permanent residency and the student notifies Nexus Institute on or before the census date in a study period, it will take effect immediately and the student will be entitled to a re-credit of any difference between the tuition fees applied to domestic students and international students.

If the student is granted permanent residency after the census date in a study period or the student fails to notify Nexus Institute until after the census date, then the change to residency will take effect from the following study period.

Refunds will be reimbursed in Australian dollars and the payment sent to the student's home country bank account unless otherwise requested by the student in writing. If a currency other than Australian dollars is requested, the student will be expected to cover the exchange rate fees as charged by the bank of either party and this amount will be deducted from any refund. The exchange rate will be as per the rate offered on the day of transfer.

Unless otherwise advised, refunds will be released within 28 days of the completed documentation and Refund Request Form being submitted. Incomplete forms or forms without sufficient supporting documentation may cause processing delays.

Refunds will be made using the original mode of payment which will be reimbursed into the nominated bank account provided on the Refund Request Form. If the fee was paid online, the refund will be reversed into the card that was used to pay online.

### ***Other fees and charges***

Other fees and charges covering certain activities and replacement documents may be charged. These fees are not refundable once incurred. The fees are reviewed annually and subject to change. Any fee increases will be effective from 1 January of each calendar year and will apply to all students enrolling in that year. Fees are published on the Nexus Institute website by 1 October of the preceding year.

The current other fees and charges are listed in the tables on the Nexus Institute website. Please see [ADD LINK](#) for international student fees and [ADD LINK](#) for domestic student fees.

### ***Appeals***

Applicants and students may appeal a decision made under this Policy. The Student Complaints and Appeals Policy sets out the appeals process.

## **6. Interaction with Australian Consumer Law**

The Institute's services come with guarantees that cannot be excluded under the Australian Consumer Law.

For major failures with the service, students are entitled:

- to cancel their service contract with the Institute
- to a refund for the unused portion, or compensation for its reduced value .

Students are also entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure, students are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel their contract and obtain a refund for the unused portion of the contract.

For more information on a student's rights, see

<https://www.accc.gov.au/consumers/problem-with-a-product-or-service-you-bought/repair-replace-refund-cancel>

A major failure could occur where the Institute's Services:

- have a problem that would have stopped a student buying if they had known about it
- are not fit for their purpose, that is, to teach the course material, and this cannot be fixed in a reasonable time
- do not fit the student's specific purpose and this cannot be fixed in a reasonable time
- are unsafe.

In these cases of major problems a student is entitled to ask for a replacement of the Institute's services or a refund. Where a student is entitled to, and requests, a refund the student must comply with all reasonable requirements of the Institute regarding cessation and refund including return of all proprietary materials.

In the case of minor problems, the Institute will use its reasonable endeavours to correct any problem within a reasonable time of being informed of it. The Institute may, at its discretion, provide credits against future service or permit cancellation of the contract to provide the services. There may be other rights a consumer has under the Australian Consumer Law – for more information, see <https://www.accc.gov.au/consumers/problem-with-a-product-or-service-you-bought/repair-replace-refund-cancel#toc-minor-problem-with-a-product-or-service>.

Except as outlined above or as provided in the Australian Consumer Law, fees are non-refundable. This includes cases of change of mind or change to a student's timetable.

## **6. Roles and responsibilities**

The Board of Directors is responsible for setting fees.

The CEO is responsible for implementing this policy and reviewing fees.

Nexus Institute is responsible for providing accurate and accessible information about all tuition and non-tuition fees and methods and due dates for paying fees.

Students are responsible for acting on information about fees in a timely manner and paying all fees by the specified due date.

## 7. Related information

- Higher Education Standards Framework (Threshold Standards) 2021, Standards 1.1 and 1.2
- National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standards 2 and 3
- Australian Consumer Law <https://consumer.gov.au>.

## 8. Document control

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|----------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Category             | Finance                                                                                                                          |
| HESF Standard        | 1.1, 1.2, 7.2.4                                                                                                                  |
| Policy code and name | Fees Policy                                                                                                                      |
| Policy owner         | Finance Manager                                                                                                                  |
| Approved by          | Board of Directors                                                                                                               |
| Date of approval     |                                                                                                                                  |
| Date of next review  | 1 January 2027                                                                                                                   |
| Change log           | Version 0. Original version created on 20 December 2023.                                                                         |
|                      | Version 1. Section 6 on Australian Consumer Law added on 8 Feb 2024. Feedback from Board of Directors incorporated on 16 Feb 24. |
|                      | Version 1.1 (10 June 2025). Table of other fees and charges replaced by a link to the fee tables on the Nexus Institute website. |