1. **Purpose and Scope**

1.1. This document outlines Northern Sydney Institute’s (NSI’s) refund principles for learner fees, including deferrals and withdrawals. These principles are derived from TAFE NSW’s *NSW Government Subsidised Training – Fee and Refund Policy*. The policy and principles apply to all Learners, whether they pay their learner fee or contribution up-front or by instalments.

1.2. The document does not apply to material fees and other incidental expenses that are charged to a Learner. These items are deemed to be supplied and/or used by a Learner and are not eligible for a refund.

2. **Course Cancellation**

2.1. There will be a full refund of any learner fees paid for a course or program, if the Institute cancels the course or program before it starts.

3. **Courses not eligible for refund**

3.1. Refunds are not available after commencement of commercial courses or part-qualifications of less than six (6) months’ duration.

4. **Course Withdrawal**

4.1. It is the responsibility of the Learner to notify NSI of their withdrawal or discontinuation from studies by completing a **Withdrawal/Refund Application Form**.

4.2. When withdrawing from a course, Learners will be considered for deferral of their studies before consideration is given to discontinuation.

4.3. Under TAFE NSW’s *NSW Government Subsidised Training – Fee and Refund Policy*, Learners:

   a) Are eligible for a refund where they formally withdraw before commencement of program delivery, classes or participation;

   b) May be eligible for a partial refund where recognition of prior learning and/or credit transfer is granted after enrolment;

   c) May be eligible for a partial refund for identified units of competence where they formally withdraw after enrolment and there has not been program delivery, attendance or participation in the identified units of competency.

4.4. Where Learners give written notice to withdraw and discontinue their studies by completing a **Withdrawal/Refund Application Form**, they may be eligible for a partial refund where they have met all the requirements for a lower level qualification and the total learner fees paid is more than the equivalent learner fee for the lower level qualification.

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1 Course not listed on the NSW Skills List under Smart & Skilled
**Full payment of learner fees**

4.5. For Learners (including Apprentices, Trainees or employers paying on their behalf) who paid learner fees in full to the Institute, the Learner is eligible for a full refund where they withdraw from their course and discontinue their studies before the *Withdrawal with no penalty* cut-off date.

4.6. NSI has determined the *Withdrawal with no penalty* cut-off date as one (1) working day prior to the commencement of classes or participation in training.

4.7. For withdrawals at or after the date of commencement of classes or participation in training, Learners may be eligible for a refund. However, there is no refund for the enrolled units in the Semester in which the learner withdraws and discontinues their studies or, where a course has a duration of less than six (6) months, the Term in which the Learner withdraws.

4.8. For Learners who paid learner fees in full and then applied for and been granted recognition of prior learning (RPL) and/or credit transfer (CT) for unit(s) of competency, their learner fee will be re-calculated and they may be eligible for a partial refund.

**Installment payment of learner fees**

4.9. For those Learners (including Apprentices, Trainees or employers paying on their behalf) who chose to pay an initial learner fee (i.e., a first instalment), followed by instalment payments under a Payment Plan, the Learner is eligible for a refund of that initial fee where they withdraw from their qualification and discontinue their studies before the *Withdrawal with no penalty* cut-off date.

4.10. NSI has determined the *Withdrawal with no penalty* cut-off date as one (1) working day prior to the commencement of classes or participation in training.

4.11. For withdrawals at or after the commencement of classes or participation in training, Learners may be eligible for a refund. However, there is no refund for the enrolled units in the Semester in which the learner withdraws and discontinues their studies or, where a course has a duration of less than six (6) months, the Term in which the Learner withdraws. Should the instalment payments under the Payment Plan be less than the fees associated with the units that have been commenced or for which there is a record of participation in the Semester or, where applicable, the Term, the Learner will be liable for payment of the outstanding fees associated with those units.

4.12. For Learners who pay learner fees by instalment and then applied for and been granted recognition of prior learning (RPL) and/or credit transfer (CT) for unit(s) of competency, their learner fee will be re-calculated and remaining instalment fee(s) adjusted accordingly.

5. **Course Deferral**

5.1. A Learner who requests a deferral is not eligible for a refund of any fees paid because they are asking NSI to hold a study place for them.

5.2. A Learner 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.

5.3. Learners will be provided with information on the fee implications of deferring their training.

5.4. NSI will allow a deferral of no longer than 12 months from the date of receipt of notice from the Learner.

5.5. Learners will be advised in writing of the outcome of their request for Deferral Notice.
5.6. While NSI will endeavour to place Learners in the same course, without the Learner incurring additional costs, this cannot be guaranteed in all circumstances. For example:
   a) Where there is a release of a new Training Package;
   b) Where circumstances mean that the qualification is unavailable in the subsequent semester/year; or
   c) Where the qualification has been removed from relevant Approved Qualification lists for NSI.

5.7. It is the responsibility of the Learner to recommence training within the approved timeframe; otherwise, the Learner will forfeit their place and will be treated as a new Learner and will incur a new learner fee.

6. **Extenuating Circumstances**

6.1. If a Learner withdraws after the *Withdrawal with no penalty* cut-off date, NSI may consider requests for full or partial fee refunds based on evidence provided for extenuating circumstances, for example, a medical emergency.

6.2. Learners must request consideration of extenuating circumstances in writing and submit it to the nearest NSI Campus Customer InfoPoint.

6.3. Each application will be assessed on the merits of each individual case.

7. **Refund Policy for VET FEE-HELP Tuition Fees**

7.1. A separate policy applies for VET FEE-HELP learners. Refer to the *TAFE NSW VET FEE-HELP Tuition Fee and Refund Policy* for more details.

8. **Applications for Refund**

8.1. Requests for full or partial refunds must be made in writing on the *Withdrawal/Refund Application Form* within seven (7) days of the Learner’s last participation in training. The TAFE NSW Learner needs to set out the reasons for the refund request and provide supporting documentation, as appropriate. The refund request must be forwarded to the nearest campus customer InfoPoint.

9. **Appeals**

9.1. A TAFE NSW Learner may appeal a refund decision in writing to the nearest campus customer InfoPoint, within seven (7) days of receiving written notification of a refund decision. This policy does not remove the right of a Learner to take action under Australia’s consumer protection laws.