**Letter of Offer**

Dear {firstName} {lastName},

Thank you for your application for admission to the Newton College Pty Ltd (NC). I am pleased to advise that Newton College offers you a place as an international student at {campus} Campus subject to the following courses:

{birthday}

{issueDate}

FULL TIME

**DATE OF BIRTH:**

**ISSUE DATE:**

**STUDY MODE:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **COURSE NAME** | **CRICOS CODE** | **COURSE CODE** | **START DATE** | **END DATE** | **COURSE DURATION** |
| {courseName} | {cricos} | {code} | {start} | {end} | {duration} weeks |

**SUMMARY OF FEES**

|  |  |
| --- | --- |
|  | **AMOUNT OWING** |
| Enrolment Fee | $ {enrolFee} |
| Diploma of Leadership and Management  Materials Fee | $ {tuition}  $ {materialsFee} |
| **Total Fees Due:** | **$ {totalFee}** |
| **Minimum Payment Due Now:** | **$ {totalDue}** |
| **Balance Due:** | **$ {balance}** |
|  |  |

**ALL FEES ARE IN AUSTRALIAN DOLLARS ($AUD) AND ARE SUBJECT TO CHANGE WITHOUT NOTICE**

Please refer to the Student Prospectus (link) for the course(s) details and the entry requirements.

Please see the NC Student Prospectus for course details

<http://www.newton.edu.au/Newton/Admissions/forms_new/Newton%20College%20International%20Student%20Prospectus_0415.pdf>

**CONDITIONS OF OFFER**

1. To confirm a place and obtain an eCOE, the NC must receive all fees due and payable, prior to the commencement date of the first course.
2. Provide certified copies of transcripts and award certificates for overseas qualifications (specify which documents to be provided).
3. Provide transcripts of your Australian studies for the most recent year of study
4. Provide Certificate of attainment for an English language course confirming you have achieved the required IELTS equivalency. Please provide a copy of certificate (indicating level attained) for assessment.
5. Evidence of an acceptable English language test score (minimum IELTS 5.5 or equivalent or the successful completion of at least General English Upper Intermediate or English for Academic Purposes Upper Intermediate level)
6. Your offer is conditional upon securing release information from your current provider of your principal course (if applicable).

**PLEASE FORWARD YOUR PAYMENT TO:**

**Bank:** Commonwealth Bank

**Account Name:** Newton College

**BSB No.:** 063 019

**Account No.:** 1188 7166

**Swift Code:** CTBAAU2S

As part of the Visa process, this Letter of Offer and the eCOE should be submitted to the Australian consulates/High Commission in your country. The orientation program begins on the Friday prior to your course start date stated in the CoE.

Please come to {campusAddress} at 10:00am. Bring your passport with you on that day. If you are unable to commence classes on the date specified, please contact the school immediately to make alternative arrangements.

We look forward to welcoming you, at **Newton College**.

**Yours Sincerely**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**{officerName}**

**Admissions Officer**

**Newton College**

**International Student Written Agreement**

|  |  |
| --- | --- |
| **Personal Details:** |  |
| **Family Name: {lastName}** | **Given Name: {firstName}** |
| **Date of Birth: {birthday}** | **Passport No: {passport}** |
| **Phone No.: {phone}** | **E-mail: {email}** |
| **Address: {address}** | |
| **Emergency Contact in Australia:** |  |
| **Name:** | **Relationship:** |
| **Phone No.:** | **E-mail:** |
| **Address:** | |
| **Emergency Contact in Home Country:** |  |
| **Name:** | **Relationship:** |
| **Phone No.:** | **E-mail:** |
| **Address:** | |

It is a mandatory requirement that the overseas student, while in Australia and studying, must notify Newton College (NC), in writing, within 7 days of change of his or her contact details including:

* + - The student’s current residential address, mobile number or email address
    - Who to contact in emergency situations.

**Please Note:** It is student’s responsibility for keeping a copy of the written agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees.

I hereby accept the offer of a place in the following course(s) at the Newton College (NC). I agree to all the conditions of enrolment, as detailed in this agreement.

……………………………………………………… …………………………………………..

**Signature** **Date**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CRICOS Code** | **National Course Code** | **Course Name** | **Course Start Date** | **Course End Date** |
| {cricos} | {code} | {courseName} | {start} | {end} |

**Course Deliver Location**: {campusAddress}

**Mode of Delivery: Face to Face**

**Work Placement: Not Applicable**

**Course Entry Conditions (for all courses except AQF level 8 and PSP package courses):**

**For courses other than Graduate Certificate and Graduate Diploma (AQF level 8):**

* Have demonstrated an IELTS level of at least 5.5 or equivalent (test results must be no more than 2 years old) or the successful completion of at least General English Upper Intermediate or English for Academic Purposes Upper Intermediate level.
* Have successfully completed Australian year 12 or equivalent
* Are at least at age of 18 on the date of course commencement
* Have a suitable level of language, literacy and numeracy to complete course requirements with or without additional support that Newton College is able to provide (applicable for Level 1 countries only)

**For Graduate Certificate and Graduate Diploma (AQF level 8) courses:**

* Have successfully completed any AQF level 8 qualification.

*or*

* Have successfully completed a Bachelor’s degree.

*or*

* Have completed Advanced Diploma qualification and 2 years of experience.
* Be at least 18 years of age or above;
* IELTS score of 6.0 or above or equivalent or the successful completion of at least General English Advanced or English for Academic Purposes Advanced level.

**For PSP package courses only:**

* Successful completion of Australian Year 12 or equivalent
* At least 18 years old at the time of course commencement.
* At least one year of a Bachelor or a Master degree where English is the medium of instruction.
* If the Bachelor or Master degree is completed off shore and not completed with English as the medium of instruction, then applicants must have an IELTS 6.0 or equivalent to IELTS (no band score less than 6).
* Evidence of LOTE (Language other than English) background learning, i.e. High School Certificate/degrees. Otherwise an Newton College internal LOTE proficiency test is required.

**Course Costs**

|  |  |  |
| --- | --- | --- |
| **Application Fee** | **$ {enrolFee}** |  |
|  |  |  |
| **CRICOS Course Code** | **Course Name** | **Course Tuition Fees** |
| **{cricos}** | **{courseName}** | **{tuition}** |

**Fees Payable**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Tuition Fees per Study Period** | **Study Period 1** | **Study Period 2** | **Study Period 3** | **Study Period 4** | **Study Period 5** |
| **$ {tuitionFirst}** | **$ {period2}** | **$ {period3}** | **$ {period4}** | **$ 0.00** |

**Total: $ {tuition}**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Initial Payment**  **Due Now:** | **Application** | **Tuition Deposit** | **Course Materials** | **Total Due** |
| **$ {enrolFee}** | **$ {tuitionFirst}** | **$ {materialsFee}** | **$ {totalDue}** |

**Total: $ {totalFee}**

**Payment of Fees**

* Fees are payable one (1) term in advance.
* Under ESOS legislations, Newton College will not collect in excess of 50% of the total tuition payable prior to commencement of the course. While Newton College does not require students to pay more than 50% as pre-paid tuition fee, the student or the person responsible for paying the fees can however choose to pay more. No obligation is created on Newton College till the College has accepted the Acceptance Form, funds have been cleared by the bank and an official receipt is issued by the college.
* All fees must be paid in Australian dollars ($AUD)
* Late payment of fees may result in:
  + The possibility of NC initiating Legal proceedings against you, and/or
  + The possibility of NC initiating debt collection action against you, and/or
  + The possibility of NC reporting you to the Department of Home Affairs (DHA) and cancelling your enrolment.

**Other Course Costs (as applicable)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Credit Transfer** | Nil | **Replacement of Student ID** | $10.00 |
| **Supplementary Assessment** | Two free re-assessments | **Change of Course** | $100.00 |
| **Unit Repeat Cost** | Total cost of course/total course hours\* unit hours | **Academic Document**  **Re-issue** | $50.00 |

**Transfer**

**Transfer to NC**

1. Any requests that are received in relation to a student transfer will be directed to RTO Manager (PRISMS officer). The RTO Manager will then assess the applications to transfer education providers and advise the student about the outcome as outlined in the procedure.
2. RTO Manager accesses the student information via documents provided by student at the time of enrolment/application. This is done to determine if the student has completed 6 months of study in their principal course or not.
3. If they have completed more than 6 months of their principal course of study, then the RTO Manager will process the application and will seek the fee pending status from finance department.
4. If the student has NOT completed 6 months of their principal course of study, the relevant information is checked where the previous provider has recorded releasing information on PRISMS.
5. If releasing from the previous provider is required on PRISMS, for students who have not completed 6 months of their principal course of study, NC will not enrol the student.
6. If RTO Manager rejects the application of transfer to NC, student is informed about the decision via email.
7. If student release from the previous provider is provided, then the RTO Manager processes the application in accordance with NC’s Admissions Policy and Procedure.

**Transfer from NC**

1. Students who seek to transfer to another provider prior to completing 6 months of their principal course must make a written request to RTO Manager. The application must be accompanied with a valid ‘Letter of Offer’ from the new provider authenticating the transfer and the justification on how the new intended course will benefit the student.
2. The following circumstances are outlined below where NC will grant the transfer request in the overseas student’s best interests, including but not limited to:
   * NC has cancelled/ceased to offer the course as outlined in the Written Agreement.
   * Government considers the change to be in the student’s best interest, if they are a sponsored student (written confirmation from sponsor required).
   * There is evidence that the student was misled by the registered provider or an education or migration agent regarding the registered provider or its course and the course is therefore unsuitable to their needs and/or study objectives.
   * Student has provided sufficient evidence of compassionate or compelling circumstances.
   * Student will be reported because they are unable to achieve satisfactory course progress at the level they are studying, even after engaging with the intervention in accordance with Standard 8 of National Code 2018 and the NC’s Course Progress Policy and Procedure.
   * There is evidence that the student’s reasonable expectations about their current course are not being met.
   * An appeal (internal or external) on another matter results in a decision or recommendation to release the student.
   * Exceptional circumstances (documentation required to support circumstances).
3. If the application is found to be genuine and the RTO Manager approves the transfer, the student’s enrolment at NC will be cancelled and student release information will be recorded in PRISMS. The student will also be advised of the need to contact Department of Home Affairs (DHA) and check if their existing visa allows them to study the intended course.
4. The RTO Manager reports the student’s termination of studies to the appropriate government agency(s) via PRISMS.
5. The approval of transfer does not guarantee or does not indicate the agreement to provide any refund.
6. Where the transfer is not in the best interest of the student, the request to transfer to another registered provider will be rejected. Reasons for rejection may include but are not limited to:

* Outstanding debt to NC
* New course or location or outcome is not suitable to student situation
* Intended Provider is not a CRICOS registered provider
* The welfare of the student is compromised

1. This decision of the appropriateness of the transfer will be made by the RTO Manager and shall be given to the student in writing. The above process should not take more than 7 days once the student has provided the necessary documentation.
2. In an event where the student’s application of transferring to another provider is rejected, the student will be informed in writing about student’s right to appeal against the decision.
3. Student will have access to NC’s Complaints and Appeal processes. Students can appeal against the decision within 20 working days after the outcome is informed to the student.
4. NC will not finalise the student’s refusal status in PRISMS until the appeal finds in favour of the registered provider, or student has chosen not to access the complaints and appeals processes within the 20-working day period, or student withdraws from the process.
5. NC will maintain records of all requests from student and the assessment of, and decision regarding, the request for the period of 2 years after student ceases to be an accepted student.

## **Refund Policy Conditions and Processes**

Refund of the fees will only be granted in accordance with the refund policy set out below.

Any student willing to apply for a refund must submit a completed ‘Refund Application Form’ to Student Administration. The application form can be accessed by:

* Contacting Student Administration
* Accessing Newton College’s website

All refund applications are to be assessed by the Administration Manager and applications processed within Twenty (20) working days of the application and evidence of documentation received. The Student will need to supply in writing, the nominated method of reimbursement. Refunds are accompanied by a statement outlining the total refunded amount.

**Please note:**

1. **Refunds applications after course commencement is only in relation to Tuition Fees only. Tuition fees and Material fees are specified in the Enrolment Acceptance Agreement.**
2. **Newton College is not able to provide any refunds for fees paid to third parties such as Health insurance or fees paid directly to an education agent.**
3. **Where the student breaches Newton College Policies and Procedures no refund is payable.**
4. **Students cannot apply for a refund where there is default on payment of Tuition and material fees.**
5. **Payment of a refund application cancels a student’s enrolment.**

#### **Full Refunds**

Newton College will make a refund of course fees paid in the following circumstances:

#### **Visa refused before commencement date**

In the event that a student’s initial visa (prior to landing in Australia) is not granted, a full refund of fees received by the Institute will be issued to the student less the Application fee and the Administration Fee. Administration fee is calculated as 5% of the amount paid or $500 whichever is the lesser.

**Please note: Without proof of refusal from the Department of Home Affairs, NO refund will be granted.**

#### **Newton College does not commence or ceases delivery of a course**

Newton College reserves the right to cancel or postpone any courses prior to their scheduled commencement dates, should it be necessary.

If Newton College does not commence a course on the due date a full refund of tuition fees paid will be made within 10 working days of the specified starting date in accordance with the refund provisions of the ESOS Act. Fees may be transferred to an alternative enrolment where the student agrees.

Where Newton College is unable to complete the course due to unforeseen circumstances, any ‘unused tuition’ fees are to be refunded to the student.

Where there is an instance of provider default in the above circumstances, Newton College may arrange for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding course money. Where the student agrees to this arrangement, Newton College will not be liable to refund the money owed for the original enrolment.

**Tuition Protection Service**

In such case of provider default, student tuition fee is protected under TPS (Tuition Protection Service). The Tuition Protection Service is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. For more information on TPS for international student, please visit: <https://tps.gov.au/>.

#### **Partial Refund**

#### **Student withdraws more than 60 days before course commencement date or within cooling off period**

If written notice of withdrawal is received more than 60 days prior to the initial course commencement, all fees paid are refundable, less the Application fee and the Administration Fee. Administration fee is calculated as 5% of the amount paid or $500 whichever is the lesser. Note the CEO may waiver the Administration fee for withdrawals within the 3-day cooling off period.

#### S**tudent withdraws less than 60 days but more than 28 days before course commencement date**

If written notice of withdrawal is received less than 60 days but more than 28 days prior to the initial course commencement, only course material fee is refundable.

#### **No Fee Refund**

#### **Student withdraws less 28 days before course commencement date**

If written notice of withdrawal is received less than 28 days prior to the initial course commencement, there would be No refund.

Newton College will not refund any RPL application fees should the student be deemed as unsuccessful in RPL. Note that the student may lodge an appeal on RPL decision at little or no cost – refer to the complaints and appeal policy.

Non-tuition-based fees such as materials and/or equipment provided after course commencement will not be refunded under any circumstances.

In the event that a student cancels their enrolment and requests a refund after the course commencement date, there will only be refund on unused tuition fee for future study period/s. Overseas Students withdrawing from a course of study, will be reported to the Department of Home Affairs.

A Student who withdraws from their studies after the commencement of their course is required to pay the balance of their tuition fee for the current study period before the date of cancellation of their COE.

In the event that the student seeks and is granted approval by Newton College to transfer to another provider prior to completion of six-month study of the principal course, there will only be refund on unused tuition fee for future study period/s.

In the event that the student’s enrolment is cancelled because of misconduct of student with Newton College’ Student Code of Conduct Policy or breach of student visa conditions there is no refund of any monies paid to Newton College.

In the event that a Student’s extension of Visa is not granted; there will only be refund on unused tuition fee for future study period/s. Students are advised not to enrol or re-enrol if they are uncertain if their visa will be extended.

In the event that a Student abandons their course without formally cancelling their enrolment, there will not be any refund. Student will be invoiced for the tuition fees before the date of cancellation of their COE.

In an event where visa is cancelled due to any action of student, there is no refund.

#### **Extenuating Circumstances**

Students may have extenuating circumstances that prevent them from attending scheduled course dates that may include but are not limited to illness, family or personal matters, or other reasons that are out of the ordinary circumstances.

Where evidence can be successfully provided to support the student’s circumstances, course fees may either be transferred to the next available course where applicable, or a refund of unused course fees will be issued. This decision of assessing the extenuating circumstances rests with the CEO and shall be assessed on a case by case situation.

#### **Refund Procedure**

All applications for refund must be made in writing using ‘Refund Application Form’ and must be submitted to RTO Manager for their approval. The refunds will be processed towards the nominated account within 20 working days from the date of application. The amount of refund will be calculated in accordance with the summary of refunds.

It is student’s responsibility to provide correct account details. Newton College will not authorise the transfer of fees to any other student’s account. Refunds for students will be completed in the same method by which the fees were originally paid.

#### **Payment of Refund**

All refunds for which a student is eligible will be forwarded to the person who paid the fees in his or her home country, unless the student is transferring to another institution in Australia (subject to Visa conditions), in which case any refund may be remitted to that institution.

Written authorisation from that person, or entity, is required before refunds can be made payable to any other party. Students should submit this authorisation with their written request for refund. All Student refunds are made in Australian dollars or the foreign currency equivalent at the time and will be net of any handling fee charged by local representatives used by the Student. Bank Charges on processing refund payments such as Telegraphic Transfer or draft fees to $40 will be deducted from any refund. Newton College will provide the student with a statement detailing the calculation of the refund.

#### **Appealing Refund decisions**

All students have the right to appeal a refund decision made by Newton College (Refer Complaints and Appeals Policy and procedure).

#### **Summary of Refunds**

| **Outline of Default Refund Arrangements (Application Fee is non-refundable under all circumstances)** | |
| --- | --- |
| Initial Visa refused prior to course commencement (with Department of Home Affairs Refusal Letter) | Full refund less Administration Fee |
| Newton College is unable to provide the course for which the original enrolment and payment has been made | Full refund of the initial pre-paid fees |
| Withdrawal prior to agreed start date:  Notify the Institute **more than 60 days** prior the course commencement date or within cooling off period | 75% refund of the initial pre-paid fees less Administration Fee |
| Withdrawal prior to agreed start date:  Notify the Institute **less than 60 days and greater than 28 days** prior the course commencement date | Only course material and/or equipment fee is refundable |
| Withdrawal prior to agreed start date:  ☑ Notify the Institute **less than 28 days** prior the course commencement date | No refund |
| Visa refused after course commencement (with Department of Home Affairs Refusal Letter) | Refund of unused Tuition Fees for future study period/s |
| Withdrawal after course commencement (with confirmed extenuating circumstances) | Refund of unused Tuition Fees for future study period/s |
| Newton College is unable to continuously provide the commenced course for which the payment has been made | Refund of unused Tuition Fees for future study period/s |
| Withdrawal after course commencement without extenuating circumstances or cancellation of course due to student default. | No Refund |
| Abandonment of Course / Failure to return after scheduled break. Overseas Students withdrawing from a course of study will be reported to Department of Home Affairs, as required by law. | No refund |
| Student’s extension of Visa is not granted. | No refund |
| If entire fees is paid, refund of unused tuition fees less (fess for ongoing term and administration fee) |
| Visa is cancelled due to any action of student | No refund |
| RPL assessment | No refund |

#### \*\*\*\*\*Administration fee is calculated as 5% of the amount paid or $500 whichever is the lesser\*\*\*\*\*

#### **Late Payment of Fees**

Students are required to pay their tuition fees and any outstanding charges on the due date specified. If the student fails to make the payment by the due date, the following will occur:

1. Payment reminder will be sent to student within 7 calendar days after the due date.
2. After 7 days, if student fails to make any payment or obtain a payment plan, student will be issued first warning letter. Student will further have 7 calendar days to make the payment. If the student is on payment plan, then student will be required to pay the whole study period’s outstanding balance. A late payment fee of 18% of the total amount owing may be levied.
3. Final warning letter will be sent to student with fee overdue for more than 28 calendar days. If student fails to pay the overdue account within 7 calendar days of final warning letter, the Institute will refer student's case to Institute's debt collection agency.
4. In final warning letter, Newton College will also inform the student about the intention to report to Department of Home Affairs based on non-payment of fees, which may result in cancellation of student’s enrolment and student visa.
5. Student will have 20 working days to make an appeal. For more Information, please refer to Newton College’s Complaint and Appeal policy
6. The CEO may grant an extension and/or waiver late fees, where extenuating circumstances has been provided by the student.
7. In the case where fee extension request is not approved, the student information is sent to debt collection agency. These details will include:

* Student name, contact detail and total fee that the student is indebted to RTO.
* The student will be informed that they may be contacted by the Institute’s debt collection agency and if required legal action may be taken against the student, and that all legal matters will be dealt with under the jurisdiction of Victoria.

Students willing to resume study at RTO will have to re-enrol in the course, provided that they have paid the total outstanding fee in full.

Where a student continues to have an outstanding fee, the following restrictions may apply:

* Loss of access to enrolment records, examination results and academic transcripts
* The inability to graduate until the outstanding debt is cleared

#### **Maintaining Records of Refunds**

Where a student application for refund is submitted, all records of the refund application and associated actions are maintained in the student file. This includes a remittance advice identifying that refunds have been paid and any correspondence relating to the refund application.

Any information that the client provides Newton College or that Newton College collects about the client (including payments and refunds) can be given to authorised State and Commonwealth Agencies such as the Tuition Protection Service.

*The student must be informed of their right to appeal any decision of this policy in line with Newton College’s Policy and Procedure - Complaints and Appeal policy.*

#### **Privacy Policy**

Information collected about an individual learner or intended applicant in Written Agreement and Acceptance of Offer and during the student enrolment, can be provided by Newton College, the Commonwealth including the TPS or state or territory agencies, in certain circumstances, to the Australian Government and designated authorities; in accordance with the Privacy Act 1988. In other instances, information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.

Under the Data Provision Requirements 2012, Newton College is required to collect personal information about any individual learner or intended applicant and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

Learner’s personal information (including the personal information contained in Written Agreement and Acceptance of Offer and during the course of their study), may be used or disclosed by Newton College for statistical, administrative, regulatory and research purposes. Newton College may disclose your personal information for these purposes to:

* Commonwealth and State or Territory government departments and authorised agencies; and
* NCVER.

Personal information that has been disclosed to NCVER may be used or disclosed by NCVER for the following purposes:

* Populating authenticated VET transcripts;
* Facilitating statistics and research relating to education, including surveys and data linkage;
* Pre-populating RTO student enrolment forms;
* Understanding how the VET market operates, for policy, workforce planning and consumer information; and

Administering VET, including program administration, regulation, monitoring and evaluation.

For any other third party, NC will only release student information with the written consent of the student. NC will endeavour to take reasonable steps to protect personal information from misuse, loss or unauthorised access, modification or disclosure.

If a student wishes to access or inquire about the handling of their personal information, please contact Newton College (Tel: 03 9640 0057).

**Statement Regarding Consumer Protection**

“This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies”

**Issuance of Qualifications**

1. NC issues certificate within 30 days of course assessment requirements being met by student.
2. The Statement of Attainment prior to the successful completion of the course can be requested using the Student Request Form and the Qualification Issuance Form.
3. After the form is completed and submitted to the NC Admissions, the Statement of Attainment is issued within 5 working days, provided the student has paid in full for the tuition related to the Units of Competency to be shown on the Statement of Attainment.
4. In case of withdrawal, transfer or cancellation, prior to completion of course, NC issues Statement of Attainment to the student at no cost, provided the student has paid in full for the tuition related to the Units of Competency to be shown on the Statement of Attainment.

**Complaints and Appeals**

Newton College (NC) ensures that students have ready access to a robust and fair complaints and appeals process. These processes are independent, easily and immediately accessible, and inexpensive for the parties involved. This policy establishes the rules under which NC must act in response to a student complaint or appeal against a decision made by NC.

1. NC will ensure that students have a clear understanding of the steps involved in the procedure by providing procedural information on the NC website and in the student Written Agreement and by explaining the process on the orientation.
2. All students submitting a complaint or appeal must be treated fairly, professionally, transparently and without repercussion for making such a complaint or appeal.
3. The processing of a complaint or appeal must be commenced within 10 days of it being received by NC.
4. Students should ideally attempt to resolve a complaint informally prior to lodging a formal complaint.
5. In all cases where a formal complaint is made, NC will provide a response to the student.
6. In all cases where an outcome has been reached, NC will inform the student (in writing) of the outcome of the appeal that clearly explains the reasons for that outcome. NC will retain copies of all such written communications, outcomes and reasoning.
7. All students attending an appeal panel review are entitled to be accompanied by a support person of their choice.
8. In situations where a student’s internal appeal has been rejected, the student will be informed of the options available to them outside those offered by NC, if they wish to escalate the complaint or appeal beyond the NC processes. NC will inform students of their options for external appeal within 10 working days of making a decision.
9. In a situation where an appeal (internal or external) is upheld, NC will immediately action that outcome and advise the student of the outcome and any follow up action.
10. NC will ensure corrective action is taken in response to any complaint or appeal to mitigate any reoccurrence that may lead to similar complaints and appeals being lodged in the future.
11. NC will collect the data about complaints and appeals and record the data in the Complaint Register.
12. This data will include action taken to address the root cause of complaints, the follow‐up and the outcome of the complaints/appeals. Evidence of complaints and appeals will be saved in the Complaints and Appeals folder, as well as the minutes of staff meetings at which actions arising from complaints were agreed and other relevant documentation. The folder will be managed by the RTO Manager and placed in a secured place.
13. Complaints and appeals may be made in regards with but not limited the following issues:

* Enrolment process
* Education agents
* Campus facilities and resources (including the kitchen resources)
* Training
* Staff
* Academic results
* Course progress
* Discrimination, harassment and bullying
* Fees and refunds
* Other students of NC
* Any other party directly or indirectly related to NC

**Procedure**

**Complaints**

1. Students are encouraged to raise matters of concern informally with their trainers, Student Services Officers or the RTO Manager via email. All informal complaints will be attended within 10 business days of receipt of the complaint. The communication of any informal complaints will not be kept on the student file, unless requested to do so by the student.
2. If the complaint cannot be resolved informally, the student may lodge a formal complaint using the Complaints and Appeals Form, available on the NC website and the campus reception.
3. The student must send the completed Complaints and Appeals Form to [complaints@newton.edu.au](mailto:complaints@newton.edu.au) .
4. All complaints will be handled professionally and confidentially. All NC staff members ensure that they comply with the Privacy Policy.
5. The RTO Manager will handle all formal complaints. If the complaint is in respect to the RTO Manager, the CEO will handle the complaint.
6. The complaints assessment process will commence within 10 working days of the NC receipt of the completed Complaints and Appeals Form. The complaint will be resolved fairly and equitably, and at the earliest possible time (no later than 20 working days).
7. The complainant/appellant will be given an opportunity to formally represent his/her case at no cost. The complainant/appellant can be accompanied or assisted by a support person during the meeting.
8. The outcome of the complaint, including the reasons for the outcome will be provided in writing to the student within 5 business days of a decision being made. The student will be advised that they have the rights to appeal.
9. In case the RTO Manager failed to draw a conclusion on a complaint within 45 days, the reason must be sent to student in writing. The student must be updated regularly with the progress of the assessment.
10. Where a complaint cannot be resolved through the internal procedure, NC will give appropriate information to proceed with the Training Ombudsman whose role is to investigate official concerns, complaints and disputes raised by interested parties and stakeholders regarding the actions of a registered education and training provider.
11. If there is any matter arising from a student complaint that is a systemic issue, which requires improvement action, the complaint will be reported to the PEO as part of the continuous improvement process.

**Appeals**

1. The essential nature of an appeal is that it is a request by a student to reconsider a decision made by NC.
2. All appeals will be handled with by an Appeal Committee consisting of at least 3 members. The Chair will be appointed by the PEO. The panel will be comprised of:

* The Administration Manager
* A trainer representative
* A welfare counsellor

The panel decision should be unanimous and where there is a disagreement, the case will be escalated to the RTO Manager or the PEO to help resolve the case.

1. All appeals must be lodged by submitting the completed Complaints and Appeals Form to [complaints@newton.edu.au](mailto:complaints@newton.edu.au).
2. A student’s enrolment must be maintained whilst an appeal is in progress and the outcome has not been determined.
3. The appeal assessment must commence within 10 working days of the receipt of the appeal.
4. A maximum time of 45 days from the appeal being lodged in writing will be allowed for the resolution unless all parties agree in writing to extend this time.
5. The RTO Manager will send the outcome of the appeal to student in writing within 5 days from the date of the final decision. The letter will be archived in the student file as well as recorded in the Complaints and Appeals Register.
6. If the student is not satisfied with the appeal outcome they will be advised in writing about their rights to access external complaints handling and appeal process at with the Ombudsman. The details of the ombudsman will be detailed in the letter. Following are the details of ombudsman:

|  |  |
| --- | --- |
| **Organisation** | Overseas Student Ombudsman (<http://www.ombudsman.gov.au/>) |
| **Contact point** | Online Complaint Form: <https://forms.business.gov.au/smartforms/servlet/SmartForm.html?formCode=oco-complaint-form>  Call: 1300 362 072 (within Australia) Outside Australia call +61 2 6276 0111.  Enquiries 9 am to 5 pm Monday to Friday (AEDT)  Postal: GPO Box 442 Canberra ACT 2601.  Melbourne Office: Level 6, 34 Queen Street, Melbourne VIC 3000 |

1. In any circumstances, where NC is informed that the international student has accessed external appeals processes, the college will maintain a student’s enrolment until the external appeal process is finalised.
2. There are no further avenues within NC for appeals after an internal appeal has been completed.

If the internal or external complaints handling or appeal process results in the decision or recommendation in the favour of the student, NC will immediately implement the decision or recommendation and take the preventive or corrective action/s required by the decision and advise the student of that action.

**Assessment**

Assessment for each Unit of Competence includes a range of approaches to allow students multiple ways to demonstrate competence. Assessment will include practical demonstration of competence, written tests, assignments, case study reports, and participation in role-play and other classroom activities. Practical work takes place in both a simulated environment and within a commercial workshop environment for the courses with such component required. Students must demonstrate that they are ‘job ready’ in order to complete their program.

**Reassessment**

Students will have an opportunity to undertake two (2) supplementary assessments in each unit for which they have been deemed Not Yet Competent (NYC). All reassessment procedures will be provided to students at no charge.

If a student is deemed NYC from the second reassessment, they will have to re-enrol in the Unit. Failure to do so may result in termination of enrolment, which will incur the breach of student visa conditions on overseas student course progress.

**Deferral, Suspension and Cancellation**

**Student Initiated Deferral, Suspension and Cancellation**

1. Students wishing to defer, cancel, suspend (i.e. take a leave of absence or withdraw) from their studies, should apply to do so, using the student Deferral/Suspension/Cancellation/Leave Request Form, available on the NC website or at reception. Students must submit the completed Form to reception or send via email to [admissions@newton.edu.au](mailto:admissions@newton.edu.au).
2. The assessment will consider the ground on which the application has been made, the evidence provided to support the application and the timing of the request and academic progress (if submitted during a period of study).
3. If the application is rejected, the student will be informed (in writing) of the outcome and the reasons for that outcome. The student will be advised that they can access NC’s complaints and appeals process in accordance with the Complaints and Appeal Policy and Procedure. Students will be advised that they have 20 working days in which to access this process.
4. If the application is approved, the student will be informed (in writing) of the outcome.
5. If the student advises NC that they no longer wish to remain enrolled in the course or the student indirectly cancels their enrolment through their conduct, the Institute will advise the DHA via PRISMS, and their CoE will be cancelled.

**Institute initiated cancellation**

1. When NC determines that a student should be cancelled based on the criteria listed in this policy, the RTO manager will inform the student in writing of its intention to suspend or cancel the student’s enrolment. That notification will include a clear explanation of the reasons for the proposed cancellation and outline the appeals process available to the student.
2. The student is required to respond to the notification within 5 working days.
3. Based on the student’s response the Institute will either initiate the cancellation process or reconsider the decision to intend to cancel the student’s enrolment.
4. If the RTO Manager deems the cancellation should proceed, the student will be reminded of the appeals process and advised to seek advice from immigration regarding their visa status.
5. Following the appeal expiry date or negative outcome from an appeal (in accordance with the Complaints and Appeals Policy and Procedure) the RTO Manager will report the cancellation of the student on PRISMS.
6. If the RTO Manager is satisfied with the student response, the RTO Manager will dismiss the case and inform the student (in writing) of this outcome.

**Assessment Integrity**

While you are studying at NC, you must not engage in any activity that involves attempting to receive a grade for course work assessments by means other than honest effort. For example:

1. You must not, knowingly, procure, provide, or accept, any materials that contain questions, or answers, to any examination, or assignment, to be given at a subsequent time.
2. You must not complete, in part, or in total, any examination, or assignment for another person.
3. You must not, knowingly, allow any examination, or assignment, to be completed, in part, or in total, for himself, or herself, by another person.
4. You must not plagiarise, or copy, the work of another person and submit it as your own work.
5. You must not employ unauthorised aids when undertaking course work.
6. You must not without proper authorisation and specific direction, alter any previously graded class assignments, or examinations, and then re-submit them for re-grading.
7. You must not provide your assignments, in part, or in total, to any other student in current or future classes of the course.
8. You must not procure, or accept, assignments from current, or prior, classes of the course.
9. Collaborating with other students to develop, complete, or correct, course work assessments is limited to activities explicitly authorised by the instructor.
10. You must not use other students’ course work assessments, in part, or in total, to develop, complete, or correct, your course work assessments.

**Enrolment Acceptance Declaration**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree that by signing this declaration, I am accepting an offer of a place in the course, as detailed in this Written Agreement.

I further declare that:

* I agree to meet the conditions as specified in this Letter of Offer.
* I agree that NC holds the authority of re-testing my English proficiency on the orientation and my English study plan might be revised on the basis of the re-testing results.
* I agree that NC can use my photos on campus for marketing purposes (e.g. website, brochure).
* I have read and understood and agree to abide by the NC requirements on course progress.
* I have read and understood and agree to abide by the NC requirements on academic integrity.
* I have read and understood the course progress policy of NC and understand that NC will report me to DHA through PRISMS, if I fail more than 50% in 2 consecutive terms.
* I have read the rules and regulations provided in the NC student handbook including the Refund Policy. I understand that the refunds will only be granted in accordance with the Refund Policy.
* I have read the Tuition Protection Service (TPS) information at <https://tps.gov.au>.
* I agree to observe DHA student visa conditions.
* I agree to abide by the NC student code of conduct.
* I have disclosed to NC any special needs that may affect my learning.
* Any course credit granted through credit transfer following acceptance of this offer might result in a variation in the course duration. Any such variation will be reported to DHA.
* If credits/exemptions have been offered within this Letter of Offer, I accept the exemptions as outlined.
* I agree that if any changes on my residential address, mobile number, email address and emergency contact detail, I will notify NC within 7 days.
* I understand the visa requirement that International students pay and maintain Overseas Student Health Cover (OSHC) while studying in Australia.
* I understand that failure to commence the course on scheduled commencement date without contacting NC will result in my enrolment being cancelled and the DHA notified accordingly.
* This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.
* I will be 18 years old or above by the time of commencement of my studies.
* I understand it is my responsibility for keeping a copy of the written agreement as supplied by NC and receipts of any payments of tuition fees or non-tuition fees.

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| --- | --- | --- | --- | --- |
| **Student Name:** |  |  | **NC Staff Name:** | {officerName} |
| **Student Signature:** |  |  | **Staff Signature:** |  |
| **Date:** |  |  | **Date:** | {issueDate} |