

FEES, CHARGES AND REFUND POLICY & PROCEDURES

INTERNATIONAL STUDENT

ACRONYMS AND ABBREVIATIONS

EHI	Evolution Hospitality Institute
EELC	Evolution English Language Centre
ASQA	Australian Skills Quality Authority
RTO	Registered Training Organisations
VET	Vocational Education Training
ESOS Act	Education Services for Overseas Students Act 2000

SCOPE

- sets out a fair and transparent policy and procedure when dealing with students or intending students in regard to fees charged, protection of fees and refunds where warranted;
- sets out the circumstances in which EHI/EELC will refund tuition fees and other course related money paid by, or on behalf of students;
- meets the requirements of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018.
- all international students (enrolled and intending students); EHI/EELC reserves the right to change this policy at any time; and a student's refund determination and calculation are based on our applicable policy at the time withdraw written notice is given.
- all EHI/EELC stakeholders.

This policy can be found on the EHI/EELC website. For further information and enquiries may be sent to accounts@evolution.edu.au.

DEFINITIONS

Term	Definition
Acknowledgement of policy	enrolled and intending students has accessed the fees, charges and refund policy and acknowledges and agrees to the terms and conditions prior to signing the acceptance agreement.
COO	Chief Operating Officer.
Course	a course of education or training, as detailed in the LOO.
Course fees	the total sum of tuition and non-tuition fees for a course.
Course Credit/ Credit Transfer	exemption from enrolment in a particular part of the course as a result of previous study, experience or recognition of a competency currently held. Includes academic credit and recognition of prior learning.
Course Start Date	the commencement date of the course.
Critical incident	a traumatic event, or the threat of such (within or outside Australia), which causes extreme stress, fear or injury.
Designated account	this is the Approved Deposit Taking Institute account (Pre-paid ADI account) that all pre-paid tuition fees are paid into.
eCoE	the Electronic Confirmation of Enrolment letter.
Immediate family members	<ul style="list-style-type: none"> • Parents (Biological, adoptive or step parent) • Children (Biological, adopted or step child) • Siblings (Biological, adopted, step or half brother and sister)

Term	Definition
International students	students are required to have eCoE(s) to study with EHI/EELC.
LOO	Student Letter of Offer and Acceptance Agreement, which is the document offering a place at EHI/EELC.
Non-tuition fees	including books and equipment, material, health insurance, administration, and assistance to apply for or hold a student visa.
Non-refundable fees/Other fees	any fees that no refund will be paid to the student. Please refer to APPENDIX - INCIDENTAL FEES & CHARGES .
OSHC	Overseas Student Health Cover.
Pre-paid fees	tuition fees received by a registered provider prior to the start date of the course.
Processing fee	the cost of processing the application of prospective students.
Provider Defaults	<p>According to ESOS Act, a registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:</p> <ol style="list-style-type: none"> 1) either of the following occurs: <ol style="list-style-type: none"> 1.1) the provider fails to start to provide the course to the student at the location on the agreed starting day; 1.2) the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and 2) the student has not withdrawn before the default day. <p>Note: A registered provider does not default, in relation to an overseas student or intending overseas student and a course at a location, if the provider fails to start to provide the course, or the course ceases to be provided, to the student because the student defaults in relation to the course under ESOS Act Section 47A(1)(c).</p>
RPL	Recognition of Prior Learning.
Student Defaults	<p>According to ESOS Act, an overseas student or intending overseas student defaults, in relation to a course at a location, if:</p> <ol style="list-style-type: none"> 1) the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or 2) the student withdraws from the course at the location (either before or after the agreed starting day); or 3) the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events: <ol style="list-style-type: none"> 3.1) the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course; 3.2) the student breached a condition of his or her student visa; 3.3) misbehaviour by the student. <p>Note:</p> <ol style="list-style-type: none"> 1) An overseas student or intending overseas student does not default under subparagraph 1) in relation to a course at a location if the student does not start that course because the registered provider defaults in relation to the course at the location under ESOS Act subparagraph 46A(1)(a)(i). 2) An overseas student or intending overseas student does not default under subparagraph 2) unless the registered provider accords the student natural justice before refusing to provide, or continue providing, the course to the student at the location.
Study period	a period of study within a course, namely term.
Tuition fees	<p>means fees a provider receives, directly or indirectly, from:</p> <ol style="list-style-type: none"> 1) a student or intending student; or

Term	Definition
	2) another person who pays the fees on behalf of a student or intending student. that are directly related to the provision of a course; and does not include: <ol style="list-style-type: none"> 1) books or equipment; 2) health insurance; 3) administration; 4) accommodation; or 5) assisting the student to apply for or hold a student visa.
TPS	is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study.
Unspent tuition fees	means the tuition fees for a study period that has been paid for but not delivered by EHI/EELC.
Weekly Tuition Fee	$\text{Weekly Tuition Fee} = \frac{\text{total tuition fee for the course}}{\text{number of calendar days in the course}} \times 7$ <p>If the fee calculated is not a whole dollar amount, round the fee up to the nearest whole dollar.</p> <p><i>E.g. Sabrina is enrolled in a course in a 42-week (294 calendar days) course that course \$8,000.</i></p> $\text{Weekly Tuition Fee} = \frac{\$8,000}{294} \times 7 = \$191 \text{ (rounded)}$
Weeks in default period	$\text{Weeks in default period} = \frac{\text{number of calendar days from the default day to the end of the period to which the payments already paid relates}}{7}$ <p>If the number of weeks calculated is not a whole number, round the number up to the nearest whole number.</p> <p><i>E.g. Sabrina pays the provider \$4,000 in tuition fees before commencing the course. This payment relates to the first 12 weeks (84 calendar days) of the course. The provider defaults on day 20 of the course</i></p> $\text{Weeks in default period} = \frac{(84 - 12)}{7} = 10 \text{ (rounded)}$
Written agreement	means that a student has enter into a written agreement with EHI/EELC that: <ol style="list-style-type: none"> 1) sets out the refund requirements that apply if the student defaults in relation to a course at a location; and 2) meets the requirements (if any) set out in the national code. (refer Section 47B). 3) 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.

FEES

- All fees are in Australian Dollar – AUD.
- Non-refundable fees/Other fees
Please refer to **APPENDIX - INCIDENTAL FEES & CHARGES**.
- Tuition Fees
Please refer to [EHI Price List](#) and/or signed LOO.
- We provide the following fee information to each student:
 - the total amount of all fees including tuition fees, non-tuition fees and any non-refundable fees/other fees (if applicable); and
 - payment terms.
- Flexibility in paying Tuition Fees upfront – According to the ESOS Act Amendment (Streamlining Regulation)

- EHI/EELC cannot require students to pay more than 50%. Students and their sponsors can choose to pay more if they wish to do so. This allows students and those paying fees on their behalf, such as their parents or a scholarship sponsor, to pay any amount greater than 50% of the tuition fees to take advantage of favourable exchange rates or have the convenience of only paying once. Students can now work out a more flexible payment plan with EHI/EELC.
- Short courses with a duration of 25 weeks or less are not subject to the 50% limit. If a course is only one study period of 25 weeks or less duration, the tuition fees will be charged in full.
- There are no longer any restrictions on collecting tuition fees after a student has started their course.
- Cooling-off Period applies to the student's right as a consumer, including but not limited to any statutory cooling-off period, if one applies.
 - Students will be provided a 3-day cooling off period from the date of submission of the signed LOO provided the period is more than 7 days prior to the agreed start date of the course.
 - Should a student enrol into a program at EHI/EELC 7 days or less of the course commencement, the cooling off period will not apply.
- We only accept pre-paid tuition fees from any prospective student after the LOO has been signed.
- eCoE(s) will be issued on receiving of:
 - fully completed LOO, signed and dated by student, and
 - initial payment (amount as stated on the LOO and invoice) is settled in full, and
 - required document(s) is submitted.
- The student will incur the costs of any bank charges.
- Invoices to students will clearly detail the due dates for payment of tuition fees and non-tuition fees.
- Overpayment of invoice
If a student pays a greater amount of their tuition fees than invoiced, then the provider will credit the excess into the final instalment. If it is an overpayment of the total tuition fee, the excess amount will be refunded to the account that the fund came from.
- Recognition of Prior Learning (RPL)
Please refer to **APPENDIX - INCIDENTAL FEES & CHARGES**.
- Airport Pickup and/or Organise Accommodation
Please contact [Student Support Department](#).
- Fees Protection
EHI/EELC warrants that pre-paid student fees are kept in a Pre-paid ADI account, this is a holding account separate from operational account. Once students have commenced study in their chosen qualification or course, the Pre-paid fees are then transferred to the operational account.
- The students or sponsors must pay the tuition fee, by the due date; and also provide a receipt as proof of payment that the student is confirmed as enrolled in the next study period (for continuing students) or before a Confirmation of Enrolment (CoE) is issued (for new students).
- Unpaid fees may result in students being excluded from participating in their program or not receiving testamurs or academic transcripts, until the outstanding fees are paid. Where fees remain unpaid, EHI/EELC is required to follow the process of cancelling a student's enrolment due to non-financial.
- Late payment fees are applied after the due date. Please refer to **APPENDIX - INCIDENTAL FEES & CHARGES**.

REFUNDS - are subjected to approve. If eligible:

- Refund entitlements will be calculated in accordance with the ESOS Act and related regulations, legislative instruments and standards.
- Refunds:

- will only be paid after cleared funds are received in the EHI/EELC bank account.
- will be deducted if outstanding debts owed by the student to EHI/EELC.
- if payments have been made by credit card, any applicable credit card surcharge will be retained by EHI/EELC and not refunded.
- will be paid directly to students or their nominated bank account as appeared on Withdraw/Refund Application Form.
- Requests for refund must be made in writing using the applicable form - the Withdraw/Refund Application Form, and:
 - all sections of the refund application form must be completed by the student and signed and dated, associated documentation is required to facilitate approval for refund.
 - the signature of student on the refund application form must match to student's signature on the passport. If different, the refund will be declined. Should student wish to continue to process, a new Withdraw/Refund Application Form must be re-submitted.
 - if the form and associated documentation is incomplete, this may delay the process and forfeit the refund.
 - once the completed Withdraw/Refund Application Form is received, it will be assessed. If approved the refunds will be processed within 28 days. If declined the student will be notify within 10 days together with Complaint and Appeals instructions.

REFUND POLICY & PROCEDURES

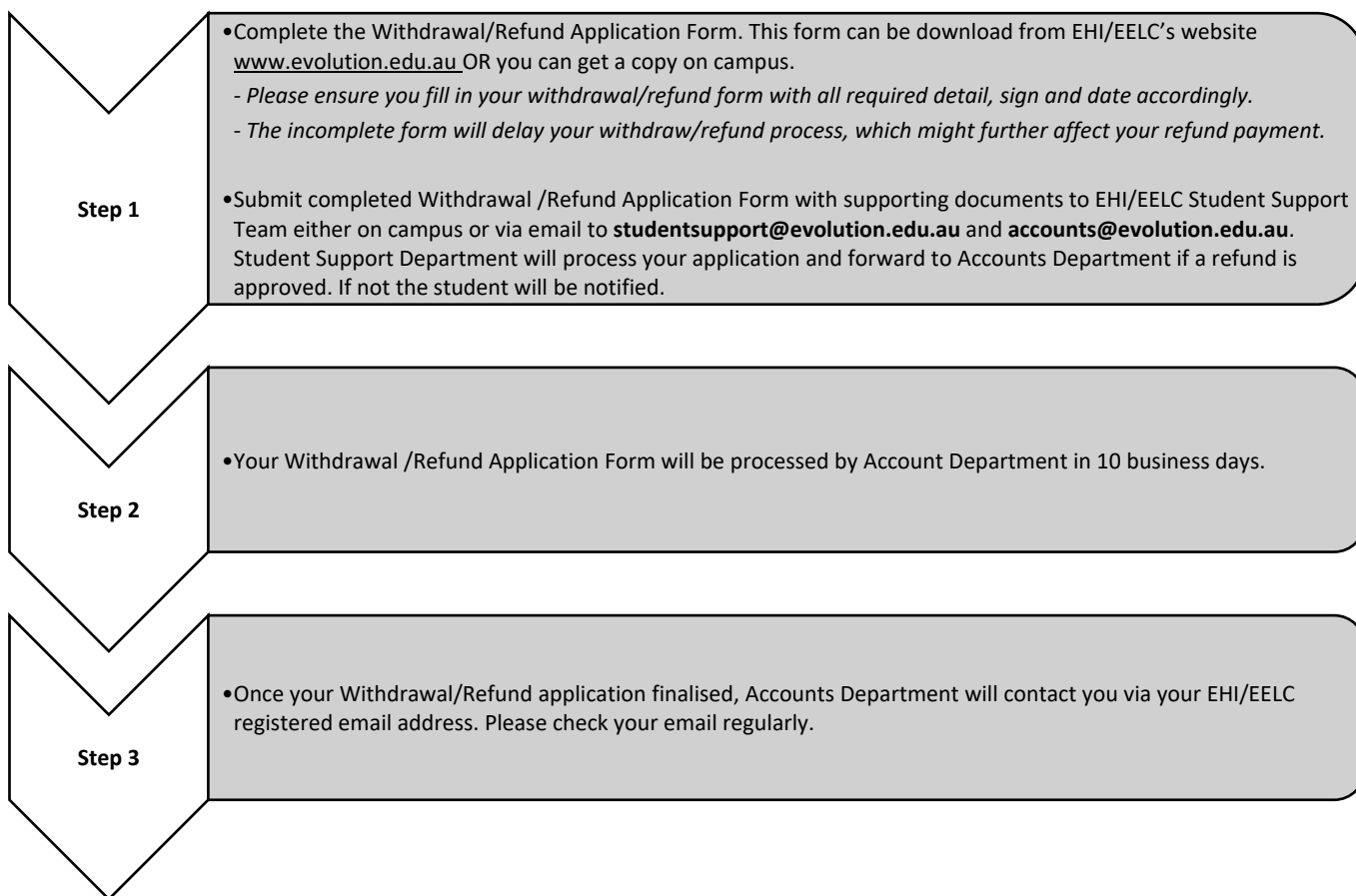
- Policy

PROVIDER DEFAULT	
Type	Entitlement
Provider default	EHI/EELC arranges for the student to be offered a place in an alternative course at EHI/EELC's expense, offer which the student will accept in writing, OR EHI/EELC issue a refund of the amount, worked out in accordance with the legislative instrument made under subsection (7) of 46D of the amended ESOS Act, of any unspent pre-paid fees received by EHI/EELC in respect of the student. Refund amount = Weekly Tuition Fee x Weeks in default period

STUDENT DEFAULT		
Type	Entitlement	
In the case of visa refusal (before student commences course) and documentary evidence from the Department of Home Affairs is provided.	EHI/EELC will issue a refund of the amount is all the course fees minus the lesser of the following amounts: <ol style="list-style-type: none"> a. 5% of the amount of course fees received by the provider in respect of the student before the default day; b. \$500. 	
In the case of visa refusal (after the student has commenced the course) and documentary evidence from the Department of Home Affairs is provided.	EHI/EELC will review based on case by case. If it is approved, the refund will be calculated as follows: Refund amount = Weekly tuition fee × Weeks in default period	
In the case of visa refusal (due to misleading or fraudulent documents) following the documentary evidence from the Department of Home Affairs.	No refund.	
In case the student voluntarily withdrawal by submitting the completed withdrawal/refund application with supporting document(s) within:	more than 28 days from the course commencement date.	Refund of 50% of unspent tuition fee.
	28 days or less but more than 15 days from the course commencement date.	Refund of 20% of unspent tuition fee.
	15 days or less from the course commencement date.	No Refund
	after the course commencement date.	
In the case EHI/EELC refuses to provide, or continue providing, the course to the student at the location because of (1):	the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course.	No Refund
	the student breached a condition of his or her student visa.	
	Misbehaviour by student.	

(1) Refer to student default ESOS Act Section 47A. EHI/EELC will provide the student natural justice before refusing to provide, or continue providing, the course to the student at the location.

- Procedures



DEFERMENT AND COURSE CHANGE

EVENT		ENTITLEMENT	
Deferment (1)	In case the student voluntarily defers by submitting the completed deferment application with supporting document(s):	before the current study period commences	A credit up to 100% of tuition fees for current period will be held for up to 12 months . (2)
		after the current study period commences	Not entitled to any Refund and Credit.
Course Change	In case the student voluntarily changes courses by submitting the completed deferment application with supporting document(s):	before the current study period commences	A credit up to 100% of tuition fees for current period will be transfer to the new course(s) (3)
		after the current study period commences	any unspent pre-paid fees

(1) If students have packaged their enrolment with EHI/EELC and another ELICOS Provider, the deferral will be reviewed for course progression and subject to approval.

(2) Once the 12-month period after deferment lapses, the fee will be forfeited. Student is required to re-apply.

(3) Course change request is subject to the availability. If the fee for the new course is greater than the original course, students must pay the difference before new CoE(s) issued.

Note: For a student who defers and then withdraws from the deferred course, the original Course Start Date before deferment(s) will be used for his/her refund calculation.

SPECIAL CIRCUMSTANCES

Prior to course commencement:

- there is a death of an immediate family member of the student; or
- there is a critical incident in the student home country.

Request for refund will be reviewed and considered by the COO or designated officer. Documentation is required to validate claim.

COMPLAINTS AND APPEALS

- Complaints about refunds or applications for refunds should be made and will be addressed consistently with the Grievance, Complaints and Appeals Policy.
- 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.

PRIVACY CONDITIONS

- Access to personal information about the student may be shared between EHI/EELC and the Australian Government and designated authorities. This information includes personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student.
- The student agrees for EHI/EELC to obtain from a credit reporting agency a credit report containing personal credit information about the student in relation to credit provided by EHI/EELC.
 - to assess an application by the student; and/or
 - to exchange information with other credit providers as to the status of the student's credit account, where the student is in default with other credit providers; and/or
 - to assess the credit worthiness of the student.
- The student agrees for EHI/EELC to obtain further information if necessary, from any relevant educational institution or previous employer as required.

ASSOCIATED DOCUMENTS

- Defer, Suspension and Cancellation Form
- Cancellation Refund Form
- Credit Card Authorisation Form
- Student Letter of Offer and Acceptance Agreement
- Student handbook for International Students
- Deferment, Suspension and Cancellation of Study Policy and Procedure
- Student Transfer Policy and Procedure

REFERENCES

- Standards for Registered Training Organisations (RTOs) 2015 – Clause 5.3, 5.4 and 7.3
- National Code of Practice for Providers of Education and Training to Overseas Students 2018 – Standard 3, 7 and 8
- Education Services for Overseas Students Act 2000.
- Education Services for Overseas Students (Calculation of Refund) Specification 2014.
- Federal and State Department of Education, Skills and Employment.

APPENDIX - INCIDENTAL FEES & CHARGES

EHI and EELC currently apply the following fees and charges in addition to tuition fees and it must be read in conjunction with the Student's LOO and Student Handbook. All items are NON – REFUNDABLE.

CATEGORY	DESCRIPTION	PER	FEE (AUD)
REASSESSMENTS	Theory	Unit	\$250
	Theory	Cluster (combine between 2 to 5 units)	\$500
	Practical		\$800
REPEAT OF ENTIRE UNITS (Repeat together with ongoing study)	Theory	Cluster (combine between 2 to 5 units)	\$1,000
	Practical		\$1,500
REPEAT - WIL (Work Integrated Learning)	WIL - Extension for re-submission <ul style="list-style-type: none"> This is at the discretion of the Head of Operation only. Refer to Student Handbook for Reassessment Policy & Procedure. Intervention strategy will be implemented, and students will be required to complete concurrent study progress. Work restriction maybe be implemented 	Unit	\$1,000
REPEAT – OTHERS	Repeat term (due to Intervention Strategy) This is NOT Tuition Fee	Unsatisfactory Academic performance	Same as previous term
REISSUE DOCUMENTS	Attendance Letter	Copy	\$10.00
	Interim Academic Records	Copy	\$20.00
	Student ID card	Card	\$10.00
	Completion Letter	Copy	\$20.00
	Completion Letter, Testamur, Statement of Attainment, Qualification	Qualification	\$150.00
	<ul style="list-style-type: none"> Record of result and Certificate Less than 6 months of issue Great than 6 months of issue 	Qualification	\$30.00 \$100.00
	Statement of Attainment <ul style="list-style-type: none"> Less than 6 months of issue Great than 6 months of issue 	Statement	\$30.00 \$100.00
	eCoE due to change of commencement date and/or duration		\$50.00
CREDIT TRANSFER	Processing Fee on Credit Transfer		\$400.00
	GAP Training (per unit of competency) (excluding WIL)	Unit	\$750.00
RPL	RPL Pre – Enrolment suitability interview Fee		\$400.00
	Certificate III	Qualification	\$6,800.00
	Certificate IV	Qualification	\$9,680.00
	Diploma	Qualification	\$10,640.00
	Advanced Diploma	Qualification	\$12,560.00
	RPL (per unit of competency)	Unit	\$750.00
	Gap training required to complete a Qualification (per unit of competency)	Unit	\$750.00

CATEGORY	DESCRIPTION	PER	FEE (AUD)
	<p>Fee is paid upfront, however should we find at the initial interview that you are not suitable to go further, the cost per qualification will be refunded in full.</p> <p>Non-refundable for no show, change of mind or any other circumstances.</p>		
WIL (Work Integrated Learning)	<u>Inside the Sydney Metropolitan area</u> <ul style="list-style-type: none"> • Coastline from Manly to Maroubra • Pennant Hills • Blacktown • Riverstone • St Marys • Penrith • Campbelltown • Revesby • Miranda • Sydney Airport Locations • Palm Beach / Whale Beach 	Visit	No extra charge
	<u>Outer reaching suburbs</u> <ul style="list-style-type: none"> • Wollongong • Blue Mountain (up to Lithgow & Katoomba • Southern Highlands & Canberra • Central Coast & Newcastle 	Visit	\$0.78 per kilometre for return trip (campus to venue)
	<u>Interstate or Regional</u> (flight + accommodation + car hire + other expenses)	Visit	As per quote
POSTAGE & HANDLING	Picked up at Reception (must be done within 3 business days. Documents will be destroyed thereafter, and student will have to pay again should it still be required)		Free
	Within Australia (Registered and Express Post)		\$15.00
	Outside Australia (Registered Post)		As per Australia Post
PRINTING / COPYING	Printing or Copying - Black and White	Page (double sided = 2 pages)	\$0.15
	Printing or Copying - Colour		\$0.30
CHANGE OF TIMETABLE	When the request is approved		\$150.00
OTHERS	Processing Fees on Withdraw or Cancellation		\$400.00
	Processing Fees on Enrolment		\$250.00
	Credit Card Surcharge	Visa/Master Card	1.2%
		Union Pay	2.0%
	LATE FEE on Tuition Fee		10%