

## Refund Policy and Procedure

### 1. Purpose

This document outlines the policy and procedure for refunds and to ensure compliance with Higher Education Standards Framework (Threshold Standards) 2015 Standard 6.2, and the Education Services for Overseas Students (ESOS) Act 2000 – National Code 2018.

### 2. Scope

This policy applies to all prospective and enrolled students.

### 3. Responsibility

The Student Admissions & Enrolment Officer is responsible for overseeing this policy and procedure and ensuring that staff and students are aware of its application and implementation.

The Finance Manager/Executive Manager of Operations is responsible for the implementation of this policy and procedure.

### 4. Definitions

**Course Commencement Date for international students:** Refers to the start date indicated in the first eCoE issued by Edvantage Institute Australia (EIA) to a student, or the commencement date in the eCoE for which the student visa is granted. This does not refer to the deferred or subsequent eCoEs.

**Course Commencement Date for domestic students:** Refers to the start date indicated on the Letter of Offer.

**Course Fees:** The payment received by Edvantage Institute Australia (EIA) for providing the course to the student, which includes: tuition fees, course material fees and enrolment fee.

**Default day:** Refers to the date specified on the student visa refusal letter, in the event that an international student is refused an Australian student visa. This day is not included in the count for the purposes of refund calculations.

**Electronic Confirmation of Enrolment (eCoE):** This definition only applies for students who are on student visas at the time of enrolment. This is an official document printed via PRISMS (Provider Registration and International Student Management System) on behalf of the Australian Government confirming the enrolment of a student in a course. This document is required for an international student to apply for a student visa.

**Enrolment Fee:** The fee payable when an application is made to Edvantage Australia for an enrolment to a course or qualification. This fee is a non-refundable fee covering the cost of administration. There is an Enrolment Fee applied to every course application.

**International Student:** A student who normally holds an Australian student visa or holds an applicable visa giving the individual the right to study in Australia.

**Minimum payment to obtain course CoE:** International students must pay the required deposit at the time of the acceptance of the offer. At EIA's discretion, the amount may be reduced at the time of issuing an eCoE. However, the student will not be admitted to the course until the total minimum payment required has been received.

**Non-tuition fees:** Non-tuition fees cover items not directly related to tuition; this includes Material Fees.

**Other Fees:** Other fees include, but are not limited to, Overseas Student Health Cover (OSHC) and homestay/airport pickup fees (where applicable).

**Payment Schedule:** Students may sign a schedule which allows them to pay tuition fees in instalment. If a student is in breach of their payment schedule, EIA reserves the right to cancel the agreement and pursue the entire course fees owed.

**Provider default:** Refers to the circumstances where EIA fails to start the course or the course ceases to be provided after commencement and no alternative course can be offered and accepted by the student.

**Student default:** refers to circumstances where:

- The student does not start the course on the agreed course commencement date (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed course commencement date); or
- EIA is unable to provide, or continue to provide, the course to the student at the location because of one or more of the following:
  - the student has failed to pay the fees due to EIA;
  - the student has breached a condition of his/her student visa;
  - misbehaviour by the student

**Tuition Fees:** Tuition fees are compulsory fees levied to cover the cost of the delivery of the enrolled course and payable by student undertaking the course. Students are responsible for paying the tuition fees specified in the Letter of Offer. By signing a Student Written Agreement, students accept liability for tuition fees.

**Principle course:** a main course of study when the student visa has been issued for multiple courses. Principle course is usually the final course of study.

**Package courses:** a situation when a student apply to undertake more than courses on one visa application.

## 5. Requirements

The Refund Policy will be applied fairly and reasonably to students and where there is a withdrawal, it will be based on how much notice is given in advance by the student to EIA prior to the course/-study period commencement date. Refunds for international students will follow the guidelines provided by the Tuition Protection Service (TPS).

## 6. Procedures

- 6.1 Each student acknowledges and agrees to the terms and conditions of the Refund Policy and Procedures upon signing the Letter of Offer.
- 6.2 The terms and conditions set out in this Refund Policy and Procedures apply equally to commencing and continuing students, unless otherwise specified.
- 6.3 EIA reserves the right to amend the non-refundable application fee and the aforementioned terms and conditions at any time to ensure compliance with applicable State and Federal laws.

- 6.4 The tuition fees paid must have cleared at the time a student makes an application for a refund and or all debts owed to EIA must be settled prior to the application being processed.
- 6.5 EIA may, at its absolute discretion, refund to the student all or part(s) of the tuition fees paid where it determines that there are extenuating or compassionate circumstances. Students must provide supporting documentary evidence to substantiate their claims.
- 6.6 This policy, the Student Written Agreement and the availability of complaints and appeals processes, do not remove students' right to take action under Australia's consumer protection laws.
- 6.7 The process starts when a student withdraws or cancels his/her enrolled course(s) by submitting the Cancellation Form.
- 6.8 If the student believes he/she is due or according the policy is entitled for a refund, the student is advised to complete a Fee Refund Application Form which will be available from the student reception area or EIA's website.
- 6.9 The completed Form must then be submitted to the Student Administration department
- 6.10 The submitted Form is reviewed by the Student Administration department to ensure completeness. The Student Administration department then signs and enters the date of receipt.
- 6.11 The Form is then passed to the Finance department to review the student's current payment status and amounts owing.
- 6.12 The student file is checked against the EIA's designated Student Management System (SMS) to confirm the agreed course commencement date. The refund is then calculated based on the Refund Tables (see below).
- 6.13 For international students, in the event that an eCoE was not issued, the refund will be calculated based on the commencement date indicated in the first Letter of Offer issued to the student.
- 6.14 Before a refund can be processed, it must be approved by the General Manager (except for cases of provider default).
- 6.15 The refund application will be processed within four (4) weeks of receipt of the application. If application is successful, the refund will be paid to the student or another person nominated in writing by the student. If a credit card was used to make payment(s), EIA will refund the amount on to that credit card only.
- 6.16 Refunds will be paid in Australian dollars (AU\$) and a written statement detailing how any refund amount has been calculated will be provided. All bank fees/charges in issuing the refund will be deducted from the refund amount.
- 6.17 Students are not permitted to transfer course fees to another student.
- 6.18 All chargeable fees to students and the terms and conditions of refunds are documented in the following places:
  - EIA's website
  - Student Application Form
  - Student Acceptance Agreement
  - Student Handbook

#### 6.19 Refund calculation

The refund amount = weekly tuition fee x the number of weeks in the default period

The weekly tuition fee = {total tuition fee for the course / number of calendar days in the course} x 7. This amount is rounded up to the nearest whole dollar.

The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates / 7.

- 6.20 Refunds for international students in circumstances other than specified in clause 6.19 will be made according to the following refund table:

Student refused an Australian Student Visa and has not started the course (refusal letter required)	100% refund * <sup>3</sup>
Student refused an Australian Student Visa and has started the course (refusal letter required to determine default date)	100% refund ** <sup>3</sup>
Edvantage Institute Australia fails to start course or the course ceases to be provided after it starts (provider default)	100% refund **
Withdrawal notified in writing and received by Edvantage Institute Australia 28 calendar days or more prior to course commencement (student default) when a student is not on a package course	75% refund <sup>1, 2</sup>
Withdrawal notified in writing and received by Edvantage Institute Australia less than 28 calendar days prior to course commencement (student default) when a student is not on a package course	50% refund <sup>1, 2</sup>
Withdrawal notified in writing and received by Edvantage Institute Australia when a student is on a package courses and uses EIA's CoE as a principle course of study	No refund of fees paid <sup>1</sup>
Withdrawals notified in writing and received by Edvantage Institute Australia on or after the course commencement date or student did not commence study at campus location identified (student default)	No refund of fees paid <sup>1</sup>
Student visa cancelled due to actions of student	No refund of fees paid <sup>1</sup>
Other circumstances including but not limited to: <ul style="list-style-type: none"> <li>Changes occur in student work hours, student changes/leaves work</li> <li>It becomes inconvenient for a student to travel to class</li> <li>A student moves to a different location</li> <li>A student enrolment is cancelled for misbehaviour / breach of the Edvantage Institute Australia's Student Code of behaviour.</li> </ul>	No refund of fees paid <sup>1</sup>
Student's enrolment is suspended or cancelled by Edvantage Institute Australia due to the student being in breach of the student acceptance agreement (student default)	No refund of fees paid <sup>1</sup>
<p>* indicates amount minus 5% of the course fees received; or \$500; whichever is less.</p> <p>** indicates unspent tuition fee of weeks in default period (period from after default day and the end of the period to which the unspent tuition fee relates).</p> <p><sup>1</sup>Student defaults if 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 the student withdraws from the course at the location (either before or after the agreed starting day); or Edvantage Institute Australia refuses to provide, or continue providing, the course</p>	

to the student at the location because of one or more of the following: student fails to pay an amount payable to Edvantage Institute Australia for the course; the student breached a condition of his/her student visa; misbehaviour by the student.

<sup>2</sup>A refund processing fee of \$500 will be deducted in cases that relate to student default (except when a student is refused a student visa)

<sup>3</sup>Refunds for OSHC purchased from other agencies will need to be applied for directly with the relevant supplier.

In some exceptional circumstance, students may apply to EIA to transfer to the next intake of the same EIA course. EIA may approve such a transfer at its discretion without applying a penalty. A refund following the cancellation of the same course will attract a further penalty of 20% in addition to the refund guidelines outlined above. For the purpose of a refund calculation, the course commencement date will be the original course commencement date.

Fee refunds will be made 14 calendar days after demand in a situation where EIA defaults and within 28 calendar days after demand when the student defaults.

6.21 Refunds of domestic fee for service students will be made according to the following refund table:

EIA cancels its course (provider default)	100% refund of course fee*
Withdrawal notified in writing and received by EIA 28 calendar days or more prior to course commencement (student default)	100% refund of course fee *
Withdrawal notified in writing and received by EIA less than 28 calendar days prior to course commencement (student default)	50% refund of course fee*
Withdrawals notified in writing and received by EIA on or after the course commencement date or student did not commence study at campus location identified (student default)	100% refund of unspent tuition fee * <sup>1</sup>
<p>* A refund processing fee of \$500 will be deducted</p> <p><sup>1</sup> unspent tuition fees are calculated from the last date of attendance until the end date of the period to which the payment relates.</p>	

## 7 Tuition Protection Service

7.1 In the event that EIA is unable to deliver the course and EIA is unable to provide a refund or place a student in a suitable alternative course acceptable to the student, the Tuition Protection Service (TPS) will assist students in finding a suitable alternate course with another provider or obtaining for students a refund of the unused portion of the prepaid tuition fees.

7.2 The TPS Director may recover from EIA as a debt, the amount equal to the amount paid for a student under the TPS.

7.3 Refer: Tuition Protection Service <https://tps.gov.au/Home/NotLoggedIn>

## 8 Unclaimed funds

EIA will pursue students who have not requested a refund within 4 weeks of leaving EIA in the case of provider default and record such evidence on the student's file.

### 8.1 Regulations governing international students

- 8.1.1 EIA does not require the student to pay more than 50 per cent of tuition fees before a course starts, unless it is for a short course of 25 weeks or less.
- 8.1.2 EIA can accept more than 50 per cent of tuition fees before a course starts if the student, or the person responsible for paying the fees, chooses to pay more as indicated in the application form.
- 8.1.3 EIA can request any remaining fees as per the Payment Plan set out in the Written Agreement with the student.
- 8.1.4 EIA is obliged to inform the Department of Home Affairs in the events that an international student:
  - Completes his/her course(s) early; or
  - Transfers to another provider; or
  - Is excluded on academic grounds and consequently fails to meet his/her visa conditions; or
  - Defers or suspends his/her study or otherwise changes the expected duration of his/her study
- 8.1.5 Should an international student, who commences the course whilst awaiting an approval for a student visa, decide to withdraw prior to receiving the visa approval, the student will not be entitled to a refund.
- 8.1.6 In the unusual circumstance where an international student has not entered into a student written agreement but already paid the tuition fees, the refund specifications as detailed in the Refund Table still apply.
- 8.1.7 An international student may not submit an application for refund at the same time of applying for a Letter of Release. A Refund Application will be accepted once the student has been granted a letter of release; in which case, the refund calculation will be based on the date the student was granted the Letter of Release.

### 8.2 Complaints and Appeals

- 8.2.1 If a student is not satisfied with the outcome of the Refund Application, they may access the Student Grievance and Appeals Policy and Procedure.

### 8.3 Relevant documents

- 8.3.1 Student Grievance and Appeals Policy and Procedure

<b>Document Title</b>	Refunds Policy and Procedure
<b>Date Created</b>	20/05/2019
<b>Created By</b>	Executive Manager of Operations
<b>Current Version</b>	2.1
<b>Last Approved Date</b>	19/05/2020
<b>Approval Authority</b>	Board of Directors
<b>Custodian</b>	Quality and Governance Officer
<b>Responsible for Implementation</b>	Finance Manager/Executive Manager of Operations
<b>Version History</b>	
Version Number	Amendments
1.0 (approved on 29/05/2019)	
2.0 (approved on 19/05/2020)	1. Include new definition of principle and package courses 2. Add to refund table: withdrawal when a student is on a package course and uses GHEA's CoE as principle course: No refund

	<ol style="list-style-type: none"> <li>3. Change from \$300 to \$500 in the calculation of refund amount when a student visa is refused to align with the requirement of the ESOS Act</li> <li>4. Reduce from 100% to 75% refund when student withdraw 28 days or more prior to course commencement date</li> <li>5. Remove reference to transfer deposit to other courses within GHEA as this is not applicable at this stage when GHEA only has 1 course.</li> </ol>
2.1	<ol style="list-style-type: none"> <li>1. Change company name to Edvantage Institute Australia (EIA); updated responsibility</li> </ol>