

International Students

Contents

Purpose 1
 Definitions 1
 Policy 2
 Procedures 5
 Document Control 8

Purpose

The purpose of this policy and procedure is to ensure the obligations and rights of both Everest Institute of Education (Ei)’s and the student are clearly set out, including the course money payable and services that Everest Institute of Education (Ei)’s is obliged to provide to students.

It outlines Everest Institute of Education (Ei)’s approach to managing fees and charges and to demonstrate how fees paid in advance are protected by Ei.

This policy and procedure ensures Everest Institute of Education (Ei)’s complies with Clauses 5.1- 5.3, 7.3 and Schedule 6 of the Standards for RTO’s 2015 Chapter 2 Enrolment, as well as National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 Standards 2 and 3.

Definitions

ASQA means Australian Skills Quality Authority, the national VET regulator and the RTO’s registering body

DET means Department of Education and Training

Department of Home Affairs is a central policy agency, providing coordinated strategy and policy leadership for Australia’s national and transport security, federal law enforcement, criminal justice, cyber security, border, immigration, multicultural affairs, emergency management and trade related functions.

ESOS Act means Education Services for Overseas Students Act 2000

National Code 2018 means National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018

PRISMS means Provider Registration and International Students Management System

Provider default means where the provider fails to start providing the course to the student at the location on the agreed starting day or after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Standards means the Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework

Tuition fees - Tuition fees are defined in section 7 of the ESOS Act. They are fees received by a provider (from or on behalf of an overseas student or intending overseas student) that are “directly related to the provision of a course that the provider is providing, or offering to provide, to the student”.

Tuition fees are typically compulsory fees for the delivery of the enrolled course and include items such as:

- tutorials and tutoring sessions
- lectures
- additional requisite training including practicum and practice hours
- ancillary costs for fieldwork, excursions or laboratories
- specialist materials that are mandatory and relate to the provision of the course.

Non-tuition fees - Non-tuition fees cover other items not directly related to tuition, and may be compulsory or discretionary.

International Students

TPS means the Tuition Protection Service

Policy

1. Protection of fees paid in advance

Everest Institute of Education (Ei) protects the fees that are paid in advance by international students.

For international student fee protection is ensured as follows:

- Everest Institute (Ei) pays all pre-paid fees collected by the student in advance into Tuition Protection Scheme (TPS) provided by the Australian Government
- Where Everest Institute (Ei) requires a prospective or current student, either directly to Everest Institute (Ei) or through an Education Agent, to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), Everest Institute (Ei) will meet the requirements set out in the Requirements for Fee Protection in Schedule 6 of the Standards for Registered Training Organisations 2015. Everest Institute (Ei) will take action to protect the prepaid fees by utilising its Tuition Protection Scheme as its protection measures for these students. The requirements for protection of prepaid fees will apply no matter how the fees are collected.
- Any fees collected by a third party on behalf of Everest Institute (Ei) (including its Education agent) they will be subject to the same conditions. These requirements will apply to fees prepaid by students, regardless of when Everest Institute (Ei) actually receives the payment.
- Regardless of the method/s used for protection of learner prepaid fees, Everest Institute (Ei) will retain evidence of how learners have been advised of:
 - all payment terms
 - the circumstances under which refunds may be issued
- All course fees will be held in a separate bank account that can only be drawn down when the student commences. The course fees are held separately from the day-to-day operating expense accounts, so that if a refund is payable before the student commences, the refund can be made in according to the refund policy and procedure and in a timely way without impact on the financial operations of the business or recourse to the tuition protection system.
- Ei does not require international students to pay more than 50% of course fees prior to course commencement. Students and their sponsors can now *choose* to pay more than 50% of tuition fees up front if they wish to do so. Note, however, that where a course is less than 24 weeks and is delivered over more than one study period Ei will require students to pay the full cost of the course prior to course commencement.
- Ei will show evidence that students have exercised their choice in how much of their tuition fees are paid up front if they choose to pay more than 50% of the course fees. This is evidenced by Ei through the student acceptance on the Enrolment application form and Student Agreement.
- Ei will offer a flexible payment plan for the student where the student wishes to choose when to start paying their remaining fees.
- To collect your payment plan please visit our Accounting team at Head Office from Monday to Friday to confirm your acceptance.

2. Fees information

Prospective and current students are advised of the fees associated with a course on the relevant Course Outline and on the Student Agreement. In compliance with Clause 5.3 of the Standards and National Code 2018 Standard 2, this is always provided prior to enrolment or commencement of training, whichever is first.

International Students

Where Everest Institute (Ei) collects fees from a student, either directly or through its Education Agent, Everest Institute (Ei) will provide or direct the student to information prior to enrolment specifying:

- all relevant fee information including fees that must be paid to Everest Institute (Ei), describing all costs involved with the course; how and when fees must be paid; how to request a refund; conditions under which a refund would be provided; payment terms and conditions including deposits and refunds; Details of the potential for fees to change during the student's course as relevant
- student's rights as a consumer under Australian Consumer Law (ACL), including a two week cooling-off period
- student's right to obtain a refund for services not provided by Everest Institute (Ei) in the event the:
 - arrangement is terminated early, or
 - Everest Institute (Ei) fails to provide the agreed services.
- Everest Institute (Ei) will also notify students when there is a change in ownership of Everest Institute (Ei)

Refund information is outlined in the Student Agreement and in the Student Handbook. Fees will only be collected once a signed copy of the signed Student Agreement is received by Everest Institute of Education (Ei).

Everest Institute (Ei) will provide the following information about all fees and charges to the student prior to and after enrolment through the following documents:

- Everest Institute (Ei)'s Website
- Enrolment Application form
- Brochure
- Letter of offer
- Student Agreement
- Student Handbook

The provision of this information will occur regardless of the manner in which the student has been engaged, and whether the student was initially engaged by Everest Institute (Ei) or by its Education Agent.

Everest Institute (Ei) will not issue a Testamur/Record of Results, or Statement of Attainment for a qualification prior to a student paying any outstanding course fees.

3. Inclusions in course fees

Please be advised that an enrolment fees of \$250 is applicable for every new application. This fee is non-refundable. If a student is enrolling in a package of courses at Everest Institute, they would be charged the enrolment fees once for that application.

Unless otherwise specified, course fees include all the training and assessment required for students to achieve the qualification or course in which they are enrolling. Course fees will clearly itemise tuition, as well as non-tutions fees.

- Course fees do not include required text books and learning materials. These are at an additional cost, as outlined on the Course Outline. Textbooks can either be purchased from Everest Institute of Education (Ei) or external textbook providers.
- Any optional textbooks and materials that may be recommended but not required for a course, are not included in course fees and will be an additional cost should the student wish to purchase such materials. If textbooks are lost and need to be replaced, the student will be required to cover the cost of the replacement materials.

International Students

- Course fees include the issuance of a testamur and record of results and/or statement of attainment. For additional copies or re-issuing of any of these documents an additional fee is applicable. This fee is currently \$30 per request.
- Course fees do not include Overseas Student Health Cover or optional extras such as airport pick ups. These fees are at an additional cost as outlined in the Student Handbook International).
- **Exceptions: the following students do not need an OSHC if they are:**
 - a Norwegian student covered by the Norwegian National Insurance Scheme
 - a Swedish student covered by the National Board of Student Aid or by Kammarkollegiet
 - a Belgian student covered under the Reciprocal Health Care Agreement with Australia.

4. Late payments

If a student fails to make the payment by the due date, the following will occur:

- Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty. The CEO may be granting an extension and/or waiver of the late fee charges, where extenuating circumstances has been provided by the student.
- A late fees of \$50 will apply for every 7 seven days that the due amount is not paid.
- Two reminder letter will be sent to students who have failed to pay their fees on time. Continual non-payment of fees after the reminder will result in the notification of termination of the student's CoE – 'under non-payment of fees'.
- Cancellation of CoE due to non-payment of fees will be actioned after Ei internal appeals process has been completed (please refer to Complaints and Appeals Policy and Procedure)
- Debts will be referred to a debt collection agency where fees are more than 40 days past due. Everest Institute of Education (Ei) reserves the right to suspend the provision of training and/or other services until fees are brought up to date. Students with long term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.
- International students who do not pay their fees will be reported to DET via PRISMS under student default.

5. Additional Fees & Charges

Students will be required to pay for additional fees where applicable:

Chef uniform, Knife kit & Safety Shoes	\$ 300
Automotive Uniform, Toolkit & Safety Shoes	\$ 200
Re-Issue of Student ID Card	\$ 20
Re-Issue of Testamur or Statement of attainment	\$ 20 per page
Changes to Enrolment	\$ 100
Recognition of prior learning – Informal and Non-formal	\$ 300 per unit
Recognition of prior learning – Formal (Credit for previous studies)	No fees
Late fee charges (per 7 days)	\$ 50
Enrolment fees (non refundable)	\$ 250

International Students

Procedures

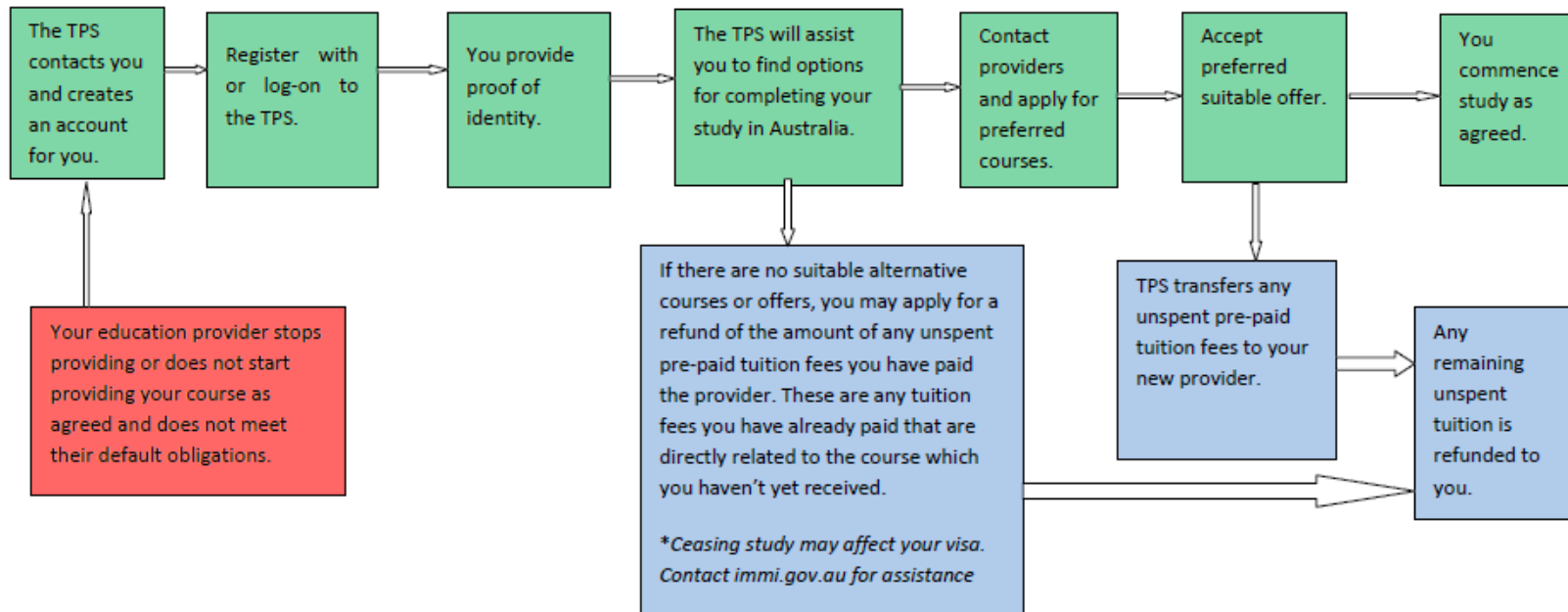
1. Student fees

Refer Clause 3.3, 5.3, 7.3, Schedule 6, National Code 2018 Standard 2 and 3.

Procedure	Responsibility
<p>A. General Invoicing</p> <ul style="list-style-type: none"> All students should pay their deposit/enrolment fee upon enrolment, preferably prior to course commencement. Raise an invoice for the amount in line with the payment schedule for the relevant course. Note for international student, fees should not be collected until the Student Agreement has been signed by the student and received by Ei. Students have 28 days to pay their invoice in full or choose to pay as per their payment plan . Keep a copy of the invoice on the student's file. 	Administration Department Finance/Accounts Department
<p>B. Fee instalment invoices</p> <ul style="list-style-type: none"> Charge fee instalments in line with the relevant payment schedule for the course. Students have 28 days to pay their future instalment as per their payment plan . Keep a copy of the invoice on the student's file. 	Administration Department Finance/Accounts Department
<p>C. Receiving payments</p> <ul style="list-style-type: none"> Payments may be made by EFTPOS, cash, direct bank transfer, credit card or direct debit. Record payments against the relevant invoice on (insert name of financial system.) Provide the student with a receipt. 	Administration Department Accounting Department
<p>D. Managing overdue fees</p> <ul style="list-style-type: none"> Send out statements monthly to students to show outstanding fees. Apply \$50 for every 7 seven days a student's fees is overdue. Call students where payments are more than 14 days overdue. Notify students that their training will be suspended until fees are paid and that they will be reported to DET via PRISMS should the fees remain unpaid. Use <i>Notice of Intention to Report due to Non-Payment of Fees</i> letter. Any student with an invoice over 40 days past due should be referred to the debt collection agency. For international students, where fees continue to be unpaid, send Notice of Intention to Cancel letter and report students to DET via PRISMS. AQF Certification documentation issued by the Institute will not be given unless all agreed fees owed by the student have been paid 	Administration Department Accounting Department

International Students

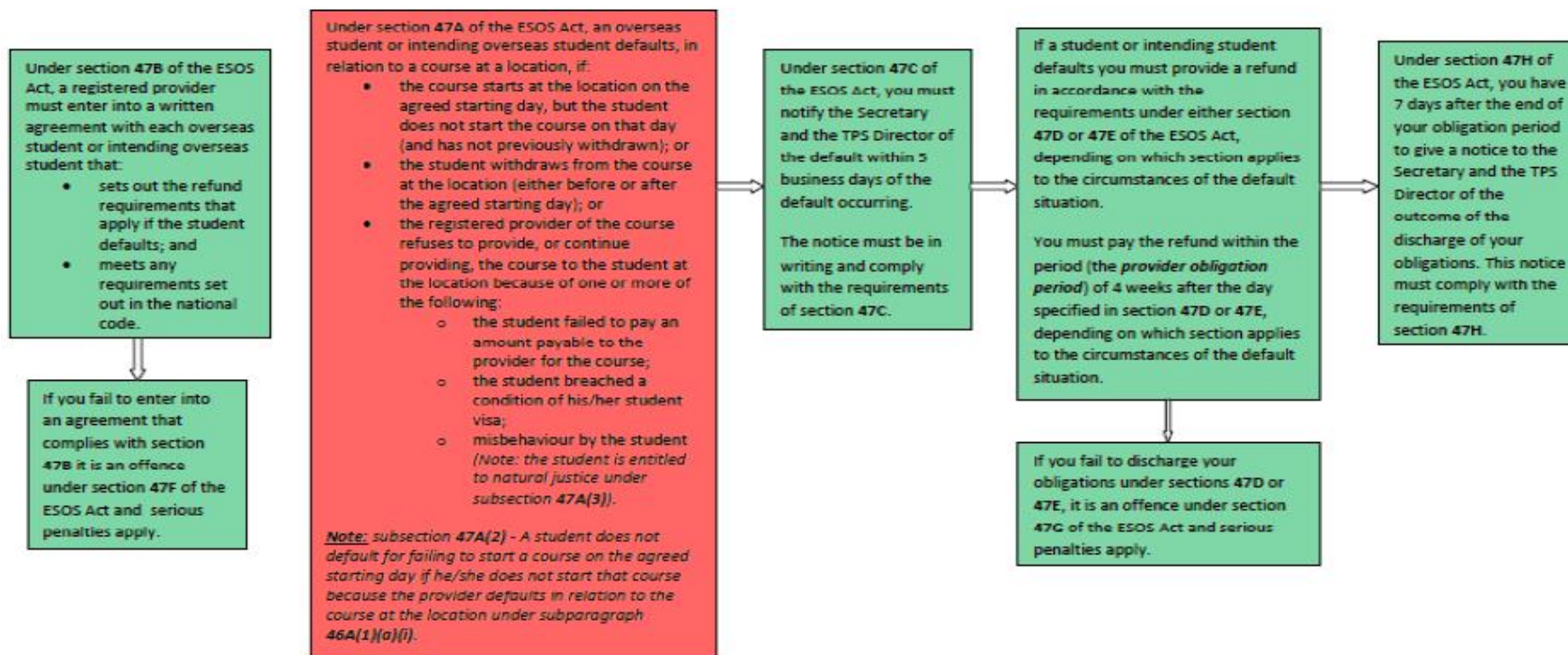
The TPS overview – how does it work for international students?



Note: The above flow diagram is for guidance purposes only. To the extent that the diagram is inconsistent with the *Education Services for Overseas Students Act (the ESOS Act) 2000* the ESOS Act prevails. Providers should not rely on this diagram alone and must read the requirements in the ESOS Act.

International Students

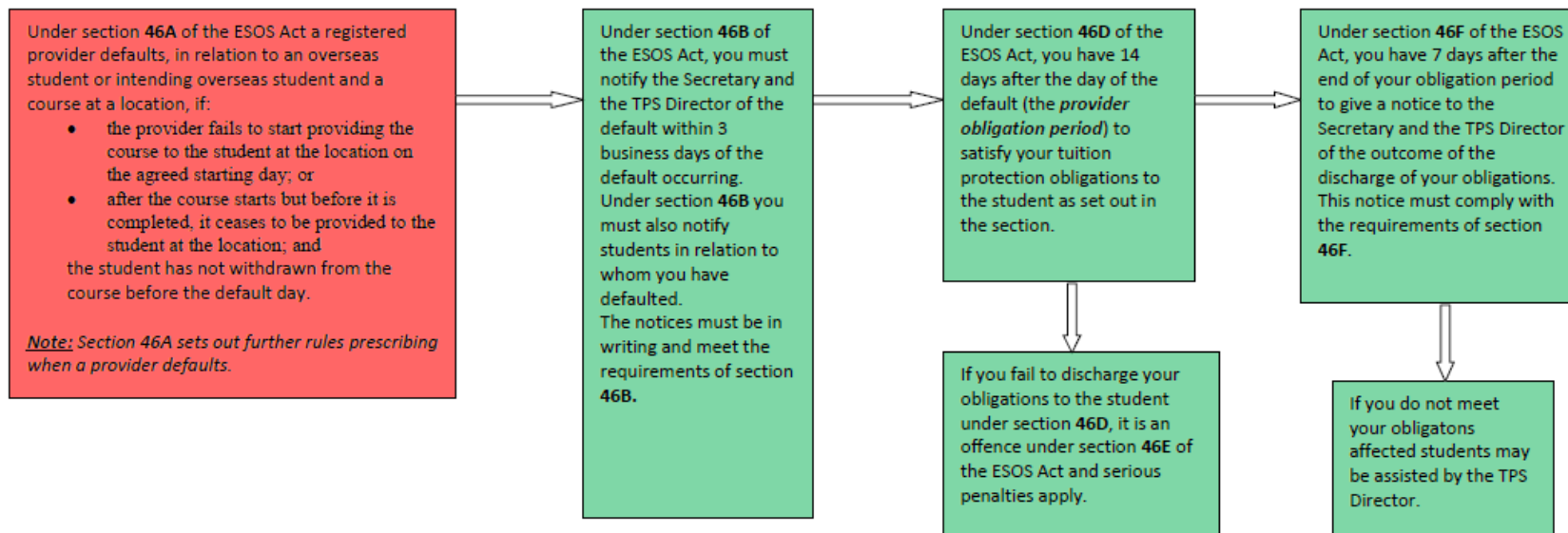
*Student Default – Part 5, Division 2 Subdivision B of the ESOS Act **



Note: The above flow diagram is for guidance purposes only. To the extent that the diagram is inconsistent with the *Education Services for Overseas Students Act (the ESOS Act) 2000* the ESOS Act prevails. Providers should not rely on this diagram alone and must read the requirements in the ESOS Act.

International Students

Provider Default – Part 5, Division 1, Subdivision A of the ESOS Act



Document Control

Document No. & Name:	SC 36 - Fees & Charges Policy & Procedure
Quality Area:	Students and Clients
Author:	Everest Institute
Status:	Active
Approved By:	Director of Operations
Approval Date:	Sept 2019
Standards:	Clause 5.1- 5.3 of Standard 5; Clause 7.3 of Standard 7; Schedule 6; ESOS National Code 2018 Standard 2, 3