

**International Students**

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**Purpose**

The purpose of this policy and procedure is to outline Everest Institute of Education (Ei)’s approach to managing refunds and to demonstrate how fees paid in advance are protected by Ei.

Everest Institute of Education (Ei) Refund Policy & Procedure is developed to ensure compliance in line with Standards 5.3, 7.3 Schedule 6 of the Standards for Registered Training Organisations 2015 and ESOS National Code Part D, Standard 2, 3.

Everest Institute of Education (Ei) will include in its Student Agreement information in relation to refunds of course money in case of Student or Everest Institute of Education (Ei) default. This policy and procedure will also inform the student about the processes for claiming a refund. Everest Institute of Education (Ei) reserves the right to amend this policy at any time to ensure compliance with all relevant legislation and regulations.

**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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.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.

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

**TPS** means the Tuition Protection Service

**Provider Default:** The ESOS Legislation Amendment (TPS) Act (2012) – Division 2, Subsection A, 46A – defines provider default as follows:

A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

(a) either of the following occurs:

- (i) the provider fails to start to provide the course to the student at the location on the agreed starting day;
- (ii) the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and

(b) the student has not withdrawn before the default day

(c) the course is not provided in full to the student because a sanction has been imposed on Everest Institute of Education (Ei) or any other reason.

### **Provider Default in Case of Closure:-**

In case of Everest Institute of Education (Ei) closure the students should provide the following documents to assist TPS in calculating the refund of tuition fees for the part of the course for which the student has paid but which has not been delivered or assessed:

- The student agreement with Everest Institute of Education (Ei);
- Original receipts for tuition fees pre-paid to Everest Institute of Education (Ei);
- Bank statements; and
- Other relevant correspondence which identifies the amount of prepaid fees paid (e.g. an email or other correspondence between Everest Institute of Education (Ei) and the student).

**Student Default:** The ESOS Legislation Amendment (TPS) Act (2012) – Division 2, Subsection B, 47A – defines student default as follows:

An overseas student or intending overseas student defaults, in relation to a course at a location, if:

(a) 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

(b) the student withdraws from the course at the location (either before or after the agreed starting day); or

(c) 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:

- (i) 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;
- (ii) the student breached a condition of his or her student visa;
- (iii) misbehaviour by the student.

### **Student Default in Case of Withdrawal from the Course :-**

Where a student withdraws from the course and Everest Institute (Ei) has not refunded the unused portion of their prepaid tuition fees. The student should check their Student Agreement to ensure that they are eligible for a refund. If they do not have a copy they will be required to contact Everest Institute of Education (Ei) or their agent and ask for a copy. After reading their agreement, if they still believe that they are entitled to a refund, they should contact Everest Institute of Education (Ei) in writing seeking a refund. If a student is not satisfied with the outcome of the Everest Institute of Education (Ei)'s refund decision they can contact TPS. In this case they will be required to provide the TPS with documents (such as the outcome letter of Everest Institute of Education (Ei)'s refund decision) to support their claim for a refund.

**Unused-tuition fees:** Unused tuition fees that a student has pre-paid for educational services that Everest Institute of Education (Ei) has yet to provide to the student.

**Refund:** An amount of fees paid by the student to Everest Institute of Education (Ei), which is returned to the student under specific circumstances defined in this policy. Under the ESOS Act (2012 Amendment), a refund may only be paid to the student (unless another person is specified in the Student Agreement as being able to receive the refund on behalf of the student).

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**Policy**

Everest Institute of Education (Ei) will inform student prior to enrolment specifying student's right and process to obtain a refund for services not provided by Everest Institute of Education (Ei) in the event the:

- arrangement is terminated early, or
- Everest Institute of Education (Ei) fails to provide the agreed services.

As per Education Services for Overseas Students (Calculation of Refund) Everest Institute of Education (Ei) will calculate the refund as per the specification sets out in the following circumstances:

- Everest Institute of Education (Ei) default (refer sections 46A and 46D of the Act)
- Student default owing to visa refusal (refer sections 47A, 47D(5) and 47E(1)(b)(ii) of the Act).

**Education Services for Overseas Students (Calculation of Refund) Specification 2014:**

a) Weekly tuition fee = (total tuition fee for the course / number of calendar days in the course) × 7, rounded up to the nearest whole dollar.

b) Weeks in default period = 
$$\frac{\text{Number of calendar days from the default day to the end of the period to which the payment relates}}{7}$$

c) Refund amount = weekly tuition fee × weeks in default period

**1. Refunds**

All course fees, include a non-refundable deposit / enrolment fee which is outlined on the Course Outline. The deposit is non-refundable except in the unlikely situation where Everest Institute of Education is required to cancel a course due to insufficient numbers or for other unforeseen circumstances. In this case, students will receive a full refund of their deposit.

Students who withdraw from a course and wish to seek a refund or have the amount they owe on their fees reduced, must apply to Ei in writing, outlining the details and reason for their request. Students who have not completed a withdrawal form are not eligible for consideration of a refund or reduction in fees.

**2. Refunds – international students**

For international students, eligibility for a refund will be assessed as follows:

**A. Circumstances in which a refund will be paid – REFUNDS APPLY**

A full refund of any course fees paid will be provided to students in any of the following circumstances:

- Where a course does not start on the starting date outlined in the Letter of Offer
- If a student cannot commence the course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).
- At the discretion of Everest Institute of Education (Ei)'s CEO or approved representative, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events.
- If an offer of a place is withdrawn by Ei and this is not due to incorrect or incomplete information being provided by the student.

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**B. Circumstances in which a partial refunds will be paid – PARTIAL REFUND**

- Partial refunds will be paid in the event of provider default. The refund will be calculated from the day of the default as per section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.
- Partial refunds will also be provided in the same manner as for provider default (as above) where Ei fails to enter into a written agreement with a student or the Student Agreement is not compliant with the requirements of the ESOS Act or the National Code.
- If an international student is refused a visa (student default) before commencing their course, Ei will refund the total amount of all course fees (tuition and any non-tuition fees) received for the course less whichever is the lower amount of 5% of the total amount of the fees (tuition and non-tuition) or the sum of \$500.
- If an international student is refused a visa (student default) but has already commenced their course, non-tuition fees will not be refunded. However, tuition fees will be refunded from the day of the student default as per Section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.
- If a student has supplied incorrect or incomplete information and as a result Ei withdraws the offer prior to commencement of the course, the student will be eligible to receive a refund of all course fees paid less a 20% administration fee.
- Where a student has not met the conditions included in the letter of offer and withdraws 0 – 28 days before course commencement, due to reasons set out in 2A ii), iii), the deposit paid will be refunded less a 20% administration fee.
- Where a student withdraws from a course 0 – 28 days before the course commencement, 50% of the deposit paid will be refunded.
- If a student withdraws or defers their course after the course has started and they have paid for units/clusters that have not been commenced. This will be calculated fees will be refunded from the day of the student default as per Section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.

**C. Circumstances in which a refund will not be paid – NO REFUND**

A student is not entitled to a refund in the following circumstances:

- Where a student is refused a visa and the reason for the refusal was because the student breaches their visa condition or the student withdrew from the course at that location without informing or the student did not pay the fees due.
- Where Ei terminates the student's enrolment because of a failure to comply with Ei's policies and procedures leading to misbehaviour .

**3. Outcomes of refund decisions**

Everest Institute of Education (Ei) will provide the outcome of the refund assessment in writing to the student's registered address, outlining the decision and reasons for the decision along with any applicable refund or adjustment notice.

Students will be advised that they may appeal the refund assessment following Ei Complaints and Appeals Policy and Procedure.

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## Procedures

### 1. Refunds

Refer Clause 5.3 Standards for RTO's 2015, National Code 2018 Standard 2 and 3.

Procedure	Responsibility
<p><b>A. Processing refunds – provider default</b></p> <ul style="list-style-type: none"> <li>Automatically issue a refund within 31 days to students who have enrolled and paid their deposit/enrolment fee and the course is cancelled prior to commencement.</li> <li>Automatically issue a refund to students within 31 days where the course has commenced but is cancelled.</li> <li>Notify students to whom refunds are automatically issued in writing and issue refund. Record on file.</li> <li>All other students who withdraw from their course and seek a refund are to make a request for a refund in writing.</li> <li>Assess refund as per this Policy.</li> <li>Calculate the relevant refunds.</li> <li>CEO/Finance Manager/Training Manager approves refund assessment.</li> <li>Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable.</li> <li>For student default, process refunds within 28 days.</li> <li>Keep a copy of the refund assessment on the student's file.</li> </ul>	<p>Administration Department Finance/Accounts Department</p>
<p><b>B. Processing refunds – student default</b></p> <ul style="list-style-type: none"> <li>All other students who withdraw from their course and seek a refund are to make a request for a refund in writing.</li> <li>Assess refund as per this Policy.</li> <li>Calculate the relevant refunds.</li> <li>Finance/Accounts Department approves refund assessment.</li> <li>Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable.</li> <li>Process refunds within 28 days.</li> <li>Keep a copy of the refund assessment on the student's file.</li> </ul>	<p>Administration Department Finance/Accounts Department</p>
<p><b>C. Reporting student defaults and refunds</b></p> <ul style="list-style-type: none"> <li>Report whether they have provided a refund to a student in only two cases of student default: <ul style="list-style-type: none"> <li>where a student's visa is refused, even if there is a compliant written agreement in place</li> <li>when there is no compliant written agreement in place</li> </ul> </li> <li>Do not report on student refunds where a compliant written agreement is in place and it is not a case of visa refusal</li> </ul>	<p>Administration Department Finance/Accounts Department</p>

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**2. Refund Calculation Table**

Refund condition	Refund Applicable
Visa refusal by Department of Home Affairs prior to course commencement	<p>A refund of tuition fees received by Everest Institute of Education (Ei) will be issued to the student based on the following calculations as per Section 9 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:</p> <p>The refund will be all course fees paid in advance by the student for each and every course less an administration and processing charge of the lesser of:</p> <ul style="list-style-type: none"> <li>(i) 5% of the amount of course fees received by Everest Institute of Education (Ei) before the default day, or</li> <li>(ii) \$500</li> </ul> <p>(*Course fees = tuition fees + non-tuition fees received by Everest Institute of Education (Ei) in respect of the student)</p>
Visa refusal by Department of Home Affairs after course commencement	<p>A refund of tuition fees received by Everest Institute of Education (Ei) will be issued to the student based on the calculations as per Section 9 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:</p> <p>Refund amount = weekly tuition fee x weeks in default period</p> <p>Non-tuition fees will not be refunded</p>
Withdrawing or cancelling due to compassionate & compelling circumstances	<p>A refund of tuition fees received by Everest Institute of Education (Ei) will be issued to the student based on the calculations as per Section 9 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:</p> <p>Refund amount = weekly tuition fee x weeks in default period</p> <p>Non-tuition fees will not be refunded</p>
Ei Cancels the offer prior to commencement of the course due to student incorrect or incomplete information	Refund less 20% Administration Fee
Student Withdrawal 0 to 28 days prior to course commencement due to reasons set out in 2A ii), iii),	Refund less 20% Administration Fee
Student Withdrawal 0 to 28 days prior to course commencement due to reasons set out in 2A ii), iii),	Refund less 50% Administration Fee

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Withdrawal after course commencement	<p>A refund of tuition fees received by Everest Institute of Education (Ei) will be issued to the student based on the calculations as per Section 9 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:</p> <p>Refund amount = weekly tuition fee x weeks in default period</p> <p>Non-tuition fees will not be refunded</p>
Visa Cancellation by Department of Home Affairs due to breach of Visa Condition	No Refund
Student abandons Course without formally cancelling the enrolment	No Refund
Everest Institute of Education (Ei) cancels student's enrolment due to misbehavior	No Refund
Course cancelled or rescheduled by Everest Institute of Education (Ei)	Full Refund
Transferring to another provider as approved by Everest Institute of Education (Ei)	<p>A refund of tuition fees received by Everest Institute of Education (Ei) will be issued to the student based on the calculations as per Section 9 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:</p> <p>Refund amount = weekly tuition fee x weeks in default period</p> <p>Non-tuition fees will not be refunded</p>

**Document Control**

<b>Document No. &amp; Name:</b>	SC 37- Refund Policy & Procedure
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