

## Refund Policy and Procedure

### 1. Purpose

This document outlines the policy and procedure for refunds and is to ensure compliance with Higher Education Standards Framework (HESF) 2021 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. Definitions

**Course Commencement Date for international students:** Refers to the start date indicated in the CoE issued by Edvantage Institute Australia (EIA) relating to the course the student is to enroll.

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

**Course Fees:** The payment received by EIA for providing the course to the student, which includes: tuition 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.

**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 EIA for an enrolment to a course. 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 CoE. However, the student will not be admitted to the course until the total minimum payment required has been received by EIA.

**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 deferred or 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 Acceptance Agreement, students accept liability for tuition fees.

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

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

## 4. Policy

- 4.1 Refund will be processed fairly and reasonably to students and in accordance with this Refund Policy and the relevant legislation.
- 4.2 Each student acknowledges and agrees to the terms and conditions of the Refund Policy and Procedures upon signing the Letter of Offer and Acceptance Agreement.
- 4.3 Where there is a withdrawal, the refund will be calculated based on the reason of withdrawal and how much notice is given in advance by the student as detailed in the Refund Table below.
- 4.4 If the student has commenced their course, Overseas Student Health Cover (OSHC) refund requests must be made directly to the student's OSHC provider. For offshore students and prior to the course commencement, OSHC refund requests must be made directly to EIA.
- 4.5 Any student suspended or cancelled from EIA due to misconduct, fraudulent documentation or breach of visa conditions shall not be eligible for a refund.
- 4.6 EIA reserves the right to amend the non-refundable enrolment fee and the aforementioned terms and conditions at any time to ensure compliance with applicable regulatory and legislative requirements.
- 4.7 All student refund application must be made in writing.
- 4.8 Students are not permitted to transfer course fees to another student.
- 4.9 Before a refund can be processed, it must be approved by the General Manager.
- 4.10 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.
- 4.11 Where a student has a packaged offer with an EIA partner institution and the EIA course is the principal course, EIA reserves the right to impose a non-refundable deposit prior to the issue of a CoE.
- 4.12 EIA will respond to all refund application within 28 days of receipt of the application. If a refund is approved and it is on student default, the refund will be actioned within 28 days. If the refund is due to provider default, the refund will be actioned within 14 days (refer to the TPS Policy and Procedure).

- 4.13 Students have the right to appeal against any decision made regarding a refund application in accordance with the EIA's Student Grievance, Complaints and Appeals Policy and Procedure for Non-Academic Matters.
- 4.14 The availability of complaints and appeals processes does not affect a student's right to take further action under Australian Consumer Law, if Australian Consumer Law applies. The complaints and appeals processes may not prohibit a student the right to pursue other legal remedies.
- 4.15 As required by the TPS framework, EIA meets its obligations under the ESOS Act including:
- notifying the ESOS and TPS Director via PRISMS of an EIA provider default,
  - notifying the students in writing, discharge its obligations and give notice of discharge of its obligations,
  - notifying TPS Director via PRISMS of a student default within 31 days,
  - notifying the student in writing, provide any applicable refund and notifying of discharge,
  - providing particulars of any breach of a student visa via PRISMS as soon as practicable, even if the student has ceased to be an accepted student of EIA;
  - contributing annually to the TPS;
  - having the opportunity to place students who are referred to the TPS in a suitable alternative course;
  - being under no obligation to accept a student that has sought a placement following another provider's default.

## 5. Procedure

- 5.1 The process starts when a student withdraws or cancels his/her enrolled course(s) by submitting the Course Withdrawal/Discontinuation Request Form.
- 5.2 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.
- 5.3 The completed Form and the supporting documents must then be submitted to the [studentservices@eia.edu.au](mailto:studentservices@eia.edu.au).
- 5.4 The submitted Form is reviewed by the Student Services to ensure completeness. The Student Services then signs and enters the date of receipt before passing the full documents to the Student Admissions Manager.
- 5.5 The Student Admissions Manager will then make the decision on the student refund application, based on:
- Grounds for withdrawal/cancellation; and
  - Student payment status and amounts owing
- 5.6 If application is successful, the refund will be paid to the student or another person nominated in the Refund Application Form by the student. If a credit card was used to make payment(s), EIA will refund the amount on to that credit card only.
- 5.7 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.
- 5.8 If the refund application is rejected, the student will be advised in writing of the outcome and their opportunity to apply for appeal in accordance with EIA's Student Grievance, Complaints and Appeals Policy and Procedure for Non-Academic Matters.
- 5.9 Refunds for international students will be made according to the following refund table:

<b>Student Default</b>	
(All student default refund will incur a processing fee of 5% of the paid fees or \$500 whichever the less)	
Student received Australian Student Visa refusal prior to the agreed course start date (refusal letter required)	100% refund of total course fee, excluding enrolment fee
Student received Australian Student Visa refusal and has started the course (refusal letter required to determine default date)	Refund of unspent tuition fee from the date of the written notification received from the DoHA as per Refund Amount Calculator (minus enrolment fee)
Withdrawal notified in writing and received by EIA more than 28 calendar days prior to course or study period commencement when a student is not on a package course	75% refund of prepaid course fees, excluding enrolment fee.
Withdrawal notified in writing and received by EIA less than 28 calendar days prior to course or study period commencement when a student is not on a package course	50% refund of prepaid course fees of the first study period, excluding enrolment fee.
Withdrawals notified in writing and received by EIA on or after the course or study period commencement date	No refund of fees paid, including enrolment fee
Withdrawal notified in writing and received by EIA when a student is on package courses and uses EIA's CoE as a principal course of study	No refund of fees paid, excluding enrolment fees
EIA approved deferment or suspension of studies (maximum 6 months), then subsequent cancellation of enrolment, either student initiated or EIA initiated	No refund of fees paid, including enrolment fee
EIA initiated cancellation of student enrolment due to student misconduct	No refund of fees paid, including enrolment fee
Cancellation of enrolment due to non-commencement	No refund of fees paid, including enrolment fee
Visa cancellation due to breach of visa condition	No refund of fees paid, including enrolment fee
<b>Provider Default</b>	
EIA is unable to offer the course for which the original offer letter was made prior to the agreed course start date	100% refund of total course fees, including the enrolment fee
EIAA is unable to offer the course for which the original offer letter was made after agreed course start date	Refund of unspent tuition fees will be calculated as per Refund Calculator (minus enrolment fee)
<b>Refund Calculator</b>	

Weekly tuition fee	Total tuition fee for the course/number of calendar days in the course x 7.
Weeks in default period	Number of calendar days from the default day to the end of the period to which payment relates / 7.
Refund amount	Weekly tuition fee x weeks in default period.

## 5.10 Tuition Protection Service (TPS)

5.10.1 If EIA 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, the course ceases to be provided to the student at the location, and the student has not withdrawn from the course before the default day, a provider default occurs. In such situation, all impacted students by the provider default will be notified by EIA in writing within fourteen (14) days of the default occurring and may:

- be arrange for a place with an alternative provider and the student may accept the offer in writing; or
- be provided a refund of any unspent tuition fees calculated in accordance with ministerial legislative instruments.

5.10.2 In the case of student default, EIA will give notice via PRISMS within 31 days to the ESOS Agency and TPS Director of:

- the prescribed information about an accepted student who does not begin their course when expected;
- any termination of an accepted student’s studies (whether as a result of action by the student or the provider or otherwise) before the student’s course is completed;
- any change in the identity or duration of an accepted student’s course; and
- any breach by an accepted student of a prescribed condition of a student visa as soon as practicable after the breach occurs even of the student has ceased to be an accepted student.

5.10.4 When EIA is requested by the TPS Director to consider acceptance of students from another provider, EIA’s Admissions Policy and Procedure and the Course Credit and Articulation Policy will be followed in assessment of whether or not to accept the students.

5.10.5 If EIA offers a student a place in the course, the student may return the signed Letter of Offer and Acceptance within 30 days after the end of the provider obligation period unless the period is varied by the TPS Director.

5.11 If a student is not satisfied with the outcome of any refunds decision made by EIA in relation to this Policy, they are encouraged to discuss with EIA to seek resolution.

5.12 If still dissatisfied, the student may seek resolution under EIA’s Student Grievance and Appeals Policy and Procedure.

## Document History

<b>Document Title</b>	Refunds Policy and Procedure
<b>Date Created</b>	20/05/2019
<b>Current Version</b>	2.2
<b>Approval Date</b>	13/07/2022
<b>Approval Authority</b>	Academic Board
<b>Responsible Officer</b>	General manager
<b>Responsible for Implementation</b>	Student Admissions Manager & Finance Manager

Version History	
Version Number	Amendments
1.0 (approved on 29/05/2019)	
2.0 (approved on 19/05/2020)	<ol style="list-style-type: none"> <li>1. Include new definition of principle and package courses</li> <li>2. Add to refund table: withdrawal when a student is on a package course and uses GHEA's CoE as principle course: No refund</li> <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>
2.2	<ol style="list-style-type: none"> <li>1. Stated policy and procedure more clearly</li> <li>2. Detailed the Refund Table in a clearer way</li> <li>3. Updated the TPS principles and procedure</li> </ol>