



FEES, CHARGES and REFUND

Policy & Procedure

Clauses: 5.3,5.4 and 7.3 Standards for Registered
Training Organisations 2015

Domestic Students

Purpose

The VET Quality Framework and Conditions of Registration require that RTOs protect fees paid in advance and have a fair and reasonable refund policy.

We are committed to providing a fair and transparent policy and procedure when dealing with students and prospective students in regard fees charged, protection of fees and refunds where warranted.

Scope

This applies to all Domestic students enrolled with the Evolution Hospitality Institute.

Payment of Enrolment Fees

An initial non-refundable administration fee of \$400 applies to all courses. This fee is payable in advance before course commences.

Those students who receive a Government Benefit (i.e. Pension or Allowance) may be exempt from paying this fee, or may receive concession rates.

Students claiming an exemption must provide proof that they are receiving benefits (e.g. Health Benefits Card, Health Care Card, and Pension Concession Card).

Financial Standards

1. In the case of student funded courses, Evolution Hospitality has measures in place to ensure that students receive a refund of fees for services not provided. This includes services not provided as a result of the financial failure of the Evolution Hospitality; see Refund Policy.
2. Evolution Hospitality will adopt a refund policy that is fair and equitable both to the student and the RTO.
3. Evolution Hospitality will ensure that the contractual and financial relationship between the student and Evolution Hospitality is full and properly documented, and that copies of the documentation are made available to the student. Documentation will include: the rights and responsibilities of the student, cost of training, payment arrangements, refund conditions and any matters that place obligations on the student.
4. In the case where the employer is funding the cost of training, information of such funding will be provided to the trainee at the discretion of the employer only.



Course Fees

Evolution Hospitality will charge a nominal fee per course enrolled.

An initial course fee is made up of an administration fee and tuition fee this must be paid in advance of course start date. Our marketing materials (website, brochures) clearly detail information on fees and refunds.

We provide the following fee information to each client (student):

- a) the total amount of all fees includes tuition fees, administration fees, materials fees and any other charges;
- b) payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/enrolment fee;
- c) the nature of the guarantee given by the **registered training organisation** to complete the training and/or assessment once the student has commenced study in their chosen qualification or course;
- d) the fees and charges for additional services, including such items as issuance of a replacement qualification testamur and the options available to students who are deemed not yet competent on completion of training and assessment, and
- e) Evolution Hospitality Institutes section on refunds of this policy

Payments – Course Fees

Generally, the Evolution Hospitality requires upfront payment of course fees.

We do not accept pre-paid fees of more than \$1000.

We do not require students to prepay fees in excess of \$1000.

Prepay means, payments made at any time made before, during or after the learner enrolls.

Prepaid fees include all fees that a learner is required to pay, including enrolment fee, tuition fees, material fees and any other mandatory fee component.

Noting that we are only required to protect prepaid fees from individual learners and prospective learners which does not apply where an employer engages the RTO to provide training and/or assessment to its staff.

Example: Our Certificate IV in Business retails for \$2000 and is a 10 week course. We will charge \$1000 at time of enrolment and then \$1000 after week 7. Therefore we do not need any protection measures.

If we change our policy such that we charge more than \$1500 in prepaid fees, we will protect those fees by obtaining Tuition Assurance Scheme approved by the NVR, this assurance must ensure:

- a) the learner will be placed into an equivalent course such that:
 - the new location is geographically close to where the learner had been enrolled; and
 - the learner receives the full services for which they have prepaid at no additional cost to the learner; or
- b) if an equivalent course cannot be found, the learner is paid a refund of any prepaid



fees for services yet to be delivered above the threshold prepaid fee amount.

Note: these requirements do not override obligations and requirements of the *Education Services for Overseas Students Act 2000* (Cth)

In line with our values on equity and access, students may approach the RTO if they have circumstances that warrant an alternative payment structure being agreed. A payment plan may be warranted with several progress payments.

Refund of Fees

Employer sponsored courses and traineeships:

Enrolment fee may be refunded under the following circumstances:

1. If a trainee leaves employer more than (7) days prior to the commencement of the course, full enrolment fee will be refunded, commencement date will be the first scheduled structured training session date booked by the trainer.
2. If a trainee leaves employer less than (7) seven days prior to commencement of the course 20% of enrolment fee will be forfeited, 80% of enrolment fee will be refunded, commencement date will be the first scheduled structured training session date booked by the trainer/assessor.
3. No refunds will be granted from the date of the commencement of course.
4. No refunds will be granted for the administration fee

Refund of Fees

Student Funded Courses (not traineeships)

Course fees may be refunded or reallocated under the following circumstances:

1. If the RTO, or a third party delivering services on behalf of the RTO, closes or ceases to deliver a unit or units that the learner is enrolled in, the student will receive a full refund (or pro-rata adjusted refund), the RTO may also offer the student a transfer to another course, this choice is for the student to make
2. If a refund is requested more than 14 days before course commences, a full refund, less the enrolment fee will be provided
3. If a refund is requested between 14 days of course commencement and the day of commencement, 50% of the initial course fee will be refunded, less the enrolment fee
4. If a place is not offered in the course, the student will receive a full refund including the enrolment fee
5. If the student wishes to change their enrolment into another course at same RTO the course fees paid will be transferred to new course
6. If a student applies for RPL and the application is unsuccessful, there will be no refund.
7. Where a administration fee has been charged then there will be no refund

Consumer Protection Policy

EHI is committed to ensuring consumer protection as a requirement for NSW Government Smart and Skilled subsidised courses. EHI policy for Smart and Skilled Consumer Protection maybe found on the EHI website: www.evolution.edu.au **Complaints and Appeals:** On notification of any complaint by a student enrolled under Smart and Skilled, the complaint handling processes specified within this Complaints Policy and Consumer



Protection Policy will be actioned. Complaints will also be monitored for continuous improvement purposes.

Refunds for Short Courses

You must notify EHI on accounts@evolution.edu.au two (2) business days prior to course commencement. Should you decide to book less than two (2) business days prior to course program, no refund will apply. Should you not attend the course or more than 10 minutes late into the course No Refund will apply for NO SHOW.

Cooling off Period

This policy applies: a) the learner's rights as a consumer, including but not limited to any statutory cooling off period, if one applies (Standard 5.3 – Standards of Registration for RTO 2015) Students will be provided a 3 day cooling off period from the date of the confirmation of enrolment 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 Evolution Hospitality Institute less than 7 days of the course commencement the cooling off period will not apply in this instance.

http://www.fairtrading.nsw.gov.au/ftw/Consumers/Buying_services/Education_and_training.page

No Refund

1. If a student applies for RPL and the application is unsuccessful, there will be no refund.
2. Once training has commenced in the course no refund is available, unless compelling circumstances prevail i.e. extreme personal hardship or medical circumstances which warrant non completion of course. In these cases, the student may wish to return to college at a later date, this will also be approved by RTO (the student must return within 1 year of enrolment date to complete course)
3. The student fails to comply with terms and conditions of enrolment which include, college policies and procedures as provided in this Code of Practice and the Student Handbook
4. The student provides false or misleading information there will be no refund
5. Where a administration fee has been charged then there will be no refund

Debts Outstanding

For example, if the student completes their course at the start of June 2015 and has no outstanding debts then they will receive their qualifications before end June 2015.

However, in the case where the student has outstanding debts, then the 30 days will not begin until they have cleared their debt.

NOTE: A student will not receive their qualification, statement of attainment and record of results until the debt is paid.



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How to apply for refund

Requests for refund must be made in writing. An email must be sent to accounts@evolution.edu.au

Note: Refunds due to the student will be paid within 2 weeks of receiving written application on the appropriate form available from Student Support Manager.

Fees Protection

The RTO warrants that it maintains appropriate retained funds in its bank account to enable continuance through to completion of the training and/or assessment once the student has commenced study in their chosen qualification or course. These funds are maintained in a separate account from that of operational account. Funds are released to the operational account at start of each training semester.

Associated documents:

RPL Application Form
Domestic Student Enrolment Form
Credit Card Authorization Form