

# FEES, CHARGES & REFUND POLICY & PROCEDURE (International Students)

## Scope

This policy is to:

- set out a fair and transparent policy and procedure when dealing with students and intending students regarding fees charged, protection of fees and refunds, where warranted.
- set out the circumstances in which Evolution Hospitality Institute / Evolution English Language Centre (Evolution) will refund tuition fees and other course-related money paid by, or on behalf of students.
- ensure that Evolution is complying with legislative and regulatory requirements for the fees, charges & refund policy.
- Evolution reserves the right to change this policy at any time to ensure compliance with legislative and regulatory requirements.

This policy applies to:

- all international students (enrolled and intending students).
- all Evolution stakeholders.

## Definitions

DEFINITION	
<b>CoE</b>	the Confirmation of Enrolment
<b>Compassionate or Compelling Circumstances</b>	circumstances are generally those beyond the control of the student and which have an impact upon the student's course progress or wellbeing.
<b>Course</b>	a course of education or training, as detailed in the Student Letter of Offer and Acceptance Agreement
<b>Course Fees</b>	the total sum of tuition and non-tuition fees for a course
<b>Course Start Date</b>	the commencement date of the course
<b>Designated Account</b>	authorised deposit-taking institution (ADI) account(s)
<b>ELICOS</b>	English Language Intensive Courses for Overseas Students
<b>ESOS Act</b>	the Education Services for Overseas Students Act 2000 (ESOS Act) sets out the legal framework governing the delivery of education to international students in Australia on a student visa.
<b>International Student / Overseas Student</b>	students are required to have Confirmation of Enrolment (CoE) to study with Evolution
<b>LOO</b>	Student Letter of Offer and Acceptance Agreement
<b>Non-refundable Fees / Other Fees</b>	any fees that no refund will be paid to the student. Please refer to Appendix - Incidental Fees & Charges
<b>Non-tuition Fees</b>	including books and equipment, material, health insurance, administration, and assistance to apply for or hold a student visa
<b>OSHC</b>	Overseas Student Health Cover
<b>Pre-paid Fees</b>	fees that are collected before the relevant services have been provided
<b>Processing Fee</b>	the cost of processing the request from enrolled or intending students
<b>Provider Defaults</b>	according to ESOS Act, a registered provider defaults, concerning an overseas student or intending overseas student and a course at a location, if: <ol style="list-style-type: none"> <li>1. either of the following occurs:               <ol style="list-style-type: none"> <li>a. the provider fails to start to provide the course to the student at the location on the Course Start Date.</li> </ol> </li> </ol>

DEFINITION	
	<p>b. the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and</p> <p>2. the student has not withdrawn before the default day.</p> <p>Note: A registered provider does not default, concerning an overseas student or intending overseas student and a course at a location, if the provider fails to start to provide the course, or the course ceases to be provided, to the student because the student defaults regarding the course under ESOS Act.</p> <p>If a registered provider defaults in respect of an overseas student or intending overseas student, within 14 days the provider must either:</p> <ul style="list-style-type: none"> <li>• place the student in an alternative course.</li> <li>• refund the student.</li> </ul> <p>A registered provider has reporting obligations if default concerning a student. The provider must lodge reports using the Provider Registration and International Student Management System (PRISMS), and provide:</p> <ul style="list-style-type: none"> <li>• detailed information about each overseas student affected by the default.</li> <li>• evidence that you have provided students with tuition assurance or refunds.</li> </ul>
<b>Recognition of Prior Learning</b>	a process that assesses your competency acquired through formal and informal learning to determine if you meet the requirements for a unit of study
<b>Student Defaults</b>	<p>according to ESOS Act, an overseas student or intending overseas student defaults, concerning a course at a location, if:</p> <ol style="list-style-type: none"> <li>1. the course starts at the location on the Course Start Date, but the student does not start the course on that day (and has not previously withdrawn); or</li> <li>2. the student withdraws from the course at the location (either before or after the Course Start Date); or</li> <li>3. 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: <ol style="list-style-type: none"> <li>a. the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, to undertake the course.</li> <li>b. the student breached a condition of his or her student visa.</li> <li>c. misbehaviour by the student.</li> </ol> </li> </ol> <p>Note: An overseas student or intending overseas student does not default under subparagraph 1. concerning a course at a location if the student does not start that course because the registered provider defaults concerning the course at the location under ESOS Act.</p> <p>An overseas student or intending overseas student does not default under subparagraph 3.c unless the registered provider gives the student natural justice before refusing to provide, or continue providing, the course to the student at the location.</p> <p>A registered provider only needs to report on whether they have provided a refund to a student in two cases of student default:</p> <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>• where there is no compliant written agreement in place.</li> </ul> <p>In the case of refund, a registered provider must report that they have discharged their obligations to the student within 07 days after the end of the provider obligation period of 28 days, which is a total of 35 days after the default occurs.</p>
<b>Study Period</b>	the study period is deemed to be 10 weeks.
<b>Subsequent Study Period</b>	the study period(s) after the Current Study Period
<b>TPS</b>	Tuition Protection Service is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study.
<b>Tuition Fees</b>	means fees a provider receives, directly or indirectly, from: <ol style="list-style-type: none"> <li>1. a student or intending student; or</li> </ol>

DEFINITION	
	2. another person who pays the fees on behalf of a student or intending student
<b>Unspent Tuition Fees</b>	means the tuition fees for a study period that has been paid for but not delivered by Evolution.
<b>VET</b>	Vocational Education and Training
<b>Weekly Tuition Fee</b>	$\text{Weekly Tuition Fee} = \frac{\text{total tuition fee for the course}}{\text{number of calendar days in the course}} \times 7$ <p>If the fee calculated is not a whole dollar amount, round the fee up to the nearest whole dollar. For example: <i>Sabrina is enrolled in a course in a 42-week (294 calendar days) course that costs \$8,000.</i></p> $\text{Weekly Tuition Fee} = \frac{\$8,000}{294} \times 7 = \$191 \text{ (rounded)}$
<b>Weeks in Default Period</b>	$\text{Weeks in default period} = \frac{\text{number of calendar days from the default day to the end of the period to which the payments already paid relates}}{7}$ <p>If the number of weeks calculated is not a whole number, round the number up to the nearest whole number. For example: <i>Sabrina pays the provider \$4,000 in tuition fees before commencing the course. This payment relates to the first 12 weeks (84 calendar days) of the course. The provider defaults on day 20 of the course</i></p> $\text{Weeks in default period} = \frac{(84 - 12)}{7} = 10 \text{ (rounded)}$
<b>Written Agreement</b>	means that a student has entered into a written agreement with Evolution that: <ol style="list-style-type: none"> <li>sets out the refund requirements that apply if the student defaults concerning a course at a location; and</li> <li>meets the requirements (if any) set out in the national code.</li> <li>the right to make complaints and seek appeals of decisions and action under various processes does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.</li> </ol>

## Policy

### FEES

- **Currency** is in Australian Dollars (AUD).
- **Fees Structure & Disclosure:** all tuition fees, non-tuition fees and other fees are disclosed on Price Lists, Enrolment Forms and LOO.
- **Flexible Payment** in paying Tuition Fees upfront.
  - Students and their guarantors do not need to pay more than 50% in advance; however, they can pay more if they wish.
  - If the course duration is 25 weeks or less, the above condition will not apply.
- **Cooling-Off Period:**
  - Students will be provided with a 3-day cooling-off period from the date of submission of the signed LOO provided the period is more than 7 days before the Course Start Date.
  - If a student enrolls into a program at Evolution 7 days or less before the Course Start Date, the cooling-off period will not apply.
  - If a student enrolls as a "Late Enrolment" into a program at Evolution after the Course Start Date, the cooling-off period will not apply.
- **CoE** will be issued after Evolution received
  - the completed, signed & dated LOO, and
  - fully paid initial payment (amount as stated on the LOO and Tax Invoice), and
  - all additional required document(s).
- **Bank Fees and Surcharges:** the student will need to pay for any bank fees and surcharges.
- **Tax Invoice** will detail the course name, amount, any relevant tax portions, and the due dates.

- **Overpayment:** if a student pays a greater amount of their tuition fees than invoiced, then Evolution will credit the excess into the next instalment. If it is an overpayment of the total tuition fee, the excess amount will be refunded.
- **Recognition of Prior Learning:** refer to Appendix - Incidental Fees & Charges.
- **Airport Pickup and/or Organise Accommodation:** students will organise these services with their agents. If they do not have one, Evolution can recommend a third party.
- **Fees Protection:** the unspent tuition fee is protected under The Tuition Protection Service (TPS). Evolution has designated account(s) to hold tuition fee payments from international students who have not yet commenced their course.
- **Tuition Fees Due Date:** students and their guarantors must pay the tuition fee, by the due date; and provide a receipt as proof of payment that the student is confirmed as enrolled in the next study period (for continuing students) or before CoE(s) is issued (for new students).
- **Unpaid Fees** may result in students being excluded from participating in their program or not receiving testamurs or academic transcripts until the outstanding fees are paid. Where fees remain unpaid, Evolution is required to follow the process of cancelling a student's enrolment due to non-financial.
- **Late Payment Fees** on outstanding fees applies after the due date. Please refer to Appendix - Incidental Fees & Charges.

## REFUND ENTITLEMENT

- Refunds:
  - will not be provided in any unexpected interruption in services through events such as staff strikes, natural disasters, pandemics, critical incidents and other similar events which are outside of Evolution's control and cause cancellation of classes. Evolution will arrange alternative classes for the students to ensure course completion.
  - will only be proceeded on the paid amount.
  - will be deducted if outstanding debts are owed by the student to Evolution.
  - will be refunded to the student's account; or as stated on the Cancellation / Refund Application Form.
- Refund requests must be made in writing and the signature needs to match that on the passport.
- Refund entitlements will be calculated under the ESOS Act and related regulations, legislative instruments, and standards.

### PROVIDER DEFAULT

Evolution arranges

1. for the student to be offered a place in an alternative course at Evolution's expense, if the student accepts the offer in writing,

OR

2. Evolution issues a refund of the amount worked out under the legislative instrument of any unspent pre-paid fees received by Evolution in respect of the student.

**Refund amount = Weekly Tuition Fee x Weeks in default period**

### STUDENT DEFAULT - VISA REFUSAL

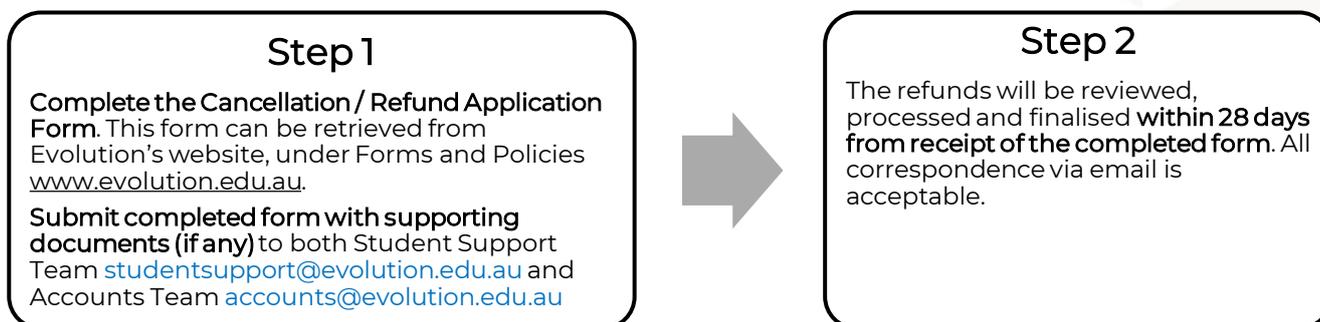
Timeframe	Entitlement
<b>BEFORE Course Start Date</b>	100% of the paid course fee, minus 5% of the paid course fee, but not more than \$500.
<b>AFTER Course Start Date</b>	The refund will be calculated as follows: <b>Refund amount = Weekly tuition fee x Weeks in default period</b>

STUDENT DEFAULT - Voluntarily withdraws from the course, OR - Evolution refuses to provide, or continue providing the course		
Timeframe	Entitlement (less Processing Fees)	
<b>BEFORE Course Start Date</b>	<b>Paid Current Study Period</b>	<b>Paid Subsequent Study Period (If any)</b>
61 days or more	100%	100%
30 days to 60 days	70%	100%
16 days to 29 days	50%	100%
15 days or less	25%	100%
<b>ON or AFTER Course Start Date</b>	<b>Paid Current Study Period</b>	<b>Paid Subsequent Study Period (If any)</b>
61 days or more - BEFORE the Subsequent Study Period commences	0%	100%
30 days to 60 days - BEFORE the Subsequent Study Period commences	0%	70%
16 days to 29 days - BEFORE the Subsequent Study Period commences	0%	50%
15 days or less - BEFORE the Subsequent Study Period commences	0%	25%

Evolution provides education services in good conscience, with the provision to exercise discretion in compassionate or compelling circumstances which are outside of an individual's control.

Referring to student default; ESOS Act 2000, Section 47A (1) (c), the registered provider of the course refuses to provide, or continue providing, the course to the student at the location.

#### REFUND PROCEDURE



### DEFERMENT ENTITLEMENT

Approved Deferment	
Timeframe	Entitlement
Before the Current Study Period commences	100% of paid tuition fees will be held for up to <b>12 months</b> .
After the Current Study Period commences	any unspent tuition fees will be held for up to <b>12 months</b> .

Once the 12 months after deferment lapses, the fee will be forfeited. A student is required to re-apply.

## COURSE CHANGE ENTITLEMENT

Approved Course Change	
Timeframe	Entitlement
Before the Current Study Period commences	100% of paid tuition fees will be transferred to the new course(s).
After the Current Study Period commences	any unspent tuition fees will be transferred to the new course(s).

A course change request is subject to availability. If the fee for the new course is greater than the original course, students must pay the difference before the new CoE(s) are issued. Any promotions and scholarships cannot be transferred to the new course(s).

### Appendix - Incidental Fees & Charges

Evolution currently applies the following fees and charges in addition to tuition fees and it must be read in conjunction with the Student's LOO and Student Handbook. All items are non – refundable.

CATEGORY	DESCRIPTION	PER	FEE (AUD)
REASSESSMENTS	Theory	Unit	\$250
	Practical		\$400
	Work Placement		\$400
REPEAT	Theory	Unit	\$500
	Practical		\$600
	Theory/Practical (due to Academic Misconduct)		\$1,000
	Study Period	Unsatisfactory Academic performance	\$3,100
REISSUE DOCUMENTS	Attendance Letter	Copy	\$20
	Interim Academic Records		\$20
	Completion Letter		\$50
	Certificate and Record of Result		\$100
	Statement of Attainment		\$50
	CoE due to change of Course Start Date and/or Duration		\$50
GAP TRAINING		Unit	\$750
ASSESSMENT FEE	- Recognition of Prior Learning	Unit	\$500
	- Recognition of Current Competency		
	English Placement Test	Test	\$50
WORK PLACEMENT VISIT	Inside the Sydney Metropolitan Area	Visit	No extra charge
	Outside the Sydney Metropolitan Area		Per quote
POSTAGE & HANDLING	Picked up at Reception		Free
	Registered Post		Per quote
PRINTING / COPYING	Printing or Copying - Black and White	Page <i>(double-sided = 2 pages)</i>	\$0.20
	Printing or Copying - Colour		\$0.50
CHANGE OF TIMETABLE	When the request is approved		\$100
PROCESSING FEES	Withdraw or Cancellation		\$400
	Enrolment		\$250
OTHERS	Credit Card Surcharge	Visa/Master Card	1.2%
		Union Pay/Stripe	2%
	Late Fee on Outstanding Fees		10%