

## Fees and Refund Policy

<b>Document Name</b>	Fees and Refund Policy		
<b>Approved by</b>	<b>PEO</b>	<b>Date</b>	<b>03/06/19</b>
<b>Responsible Officer</b>	<b>Finance Officer</b>		
<b>This policy is used by</b>	<b>ECA College</b> (RTO Code 45012; CRICOS Provider Code 02644C) <b>Australasian College of Care Leadership and Management</b> (RTO Code 40829, CRICOS Provider Code 03637E) <b>ECA Graduate Institute</b> (RTO Code 91423, CRICOS Provider Code 03865D)		
<b>Related Documents</b>	Enrolment Policy Fees and Charges on College websites Complaints and Appeals Policy		
<b>References and Legislation</b>	ASQA Standards for RTOs 2015. Education Services for Overseas Students Act 2000 (Cth); Education Services for Overseas Students Regulations 2001; The National Code of Practice for Providers of Education and Training to Overseas Students 2018 (The National Code); and the Higher Education Support Act 2003 (Cth). Migration Act 1958 and the Migration Regulations.		
<b>Version</b>	<b>Change description</b>	<b>Approved</b>	<b>Effective Date</b>
v19.0	Alignment with ECA Group RTOs	PEO	03/06/2019
19.2, 19.3, 19.4	Checked by Finance and Registrar's departments	PEO	03/06/19
19.5	Refunds payable to clause added	PEO	11/06/19
19.6	Review	PEO	14/11/09
21.0	Update CRICOS code	PEO	18/05/21
21.1	Update retention of payment receipts	PEO	22/09/21

### 1. Purpose

The purpose of this Policy is to provide a framework for

- ensure the setting of course and subject fees is compliant with government requirements while supporting financial imperatives;
- ensure that additional charges levied are compliant with Commonwealth legislation;
- detail the requirements for administration, invoicing, collection and refund of fees
- the granting of refunds of fees for international students enrolled at ECA Group Colleges, ie. ECA College and APIC Foundation; Australasian College of Care Leadership and Management and ECA Graduate Institute.

### 2. Scope

This Policy applies to all prospective, commencing and re-enrolling students and to students seeking to withdraw from a course or courses for which they have paid fees.

### 3. Definitions

Item	Definition
<b>Appeal</b>	The review of a decision made by ECA Group College under this policy.
<b>CoE</b>	Confirmation of Enrolment – a document issued by ECA Group College to intending international students confirming the student's eligibility to enrol in the particular course of ECA Group.
<b>CoE Security deposit</b>	Deposit that is used to issue a CoE
<b>Commencement Date</b>	The first day of teaching
<b>Course</b>	A program of study leading to a formal ECA Group qualification.
<b>Course Fees</b>	The sum of the tuition and non-tuition fees.
<b>Compassionate and compelling circumstances</b>	<p>Situations which are generally beyond the control of the student and which have an adverse impact on the student's capacity and/or ability to commence their course or to satisfactorily progress in their course. Such circumstances include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• serious illness or injury supported by a medical certificate;</li> <li>• bereavement of close family members such as parents, siblings or grandparents (where possible a death certificate should be provided);</li> <li>• the student recently giving birth or a student's partner recently giving birth, thus preventing commencement on the published start date or attendance for some time through the course (with supporting documentation);</li> <li>• major political upheaval or natural disaster in the home country this has impacted on the student's studies;</li> <li>• a traumatic experience which could include involvement in, or witnessing a serious accident, supported by medical or other verified evidence; or</li> <li>• where the registered provider was unable to offer a pre-requisite unit;</li> <li>• inability to begin studying on the course commencement date due to delay in receiving a student visa.</li> </ul>
<b>Defer/deferment</b>	To temporarily delay or postponement of commencement of studies.
<b>LoO</b>	Letter of Offer - a written agreement from ECA Group to a prospective student offering them an enrolment place in a course.
<b>OSHC</b>	Overseas Student Health Cover
<b>Non-Tuition Fees</b>	<p>Include:</p> <ul style="list-style-type: none"> <li>• Enrolment Fee;</li> <li>• CoE Processing Fee;</li> <li>• Change of Course Fee;</li> <li>• Material Fee;</li> <li>• Airport Pick-up Fee;</li> <li>• Accommodation Placement (Booking Fee); and</li> <li>• Other fees as listed on ECA Group College websites.</li> </ul> <p>Non-tuition fees are non-refundable.</p>
<b>Package Program</b>	A program that includes multiple courses, which may or may not be wholly provided by ECA Group.

<b>Principal course</b>	The final course providing the highest qualification in a student's sequenced package of courses
<b>Principal course provider</b>	The registered provider delivering the final or principal course in a student's sequenced package of courses.
<b>Prospective student</b>	A student who intends to enrol in a course offered by ECA Group.
<b>Refund</b>	Reimbursement of course fees, OSHC and charges.
<b>Tuition fees</b>	As defined by Section 7 of the ESOS Act 2000: Fees a provider receives, directly or indirectly, from: <ul style="list-style-type: none"> <li>• an overseas student or intending overseas student; or</li> <li>• another person who pays the fees 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.</li> </ul>

## 4. Policy

### 4.1. Course Fees

ECA Group will provide students with Fee information in relation to each course prior to the student's enrolment into a course. Students will receive and agree to a Fee Payment Schedule and instalments detailed in their Letter of Offer.

- 4.1.1. ECA Group reserves the right to amend course fees and to set other fees and charges, in accordance with the ESOS Act and the National Code.
- 4.1.2. ECA Group publishes a statement of Fees and Charges on its websites. The statement of Fees and Charges includes all costs associated with a course and will include all extra tuition, materials, re-assessment, administration or amenities fees applicable. Fees and charges will be subject to change and marketing materials will include the caveat: 'Tuition fees are subject to change and they are right at the time of publication'.
- 4.1.3. It is the student's responsibility to ensure that they have read and understood the information provided by ECA Group regarding fees, payments, refunds and guarantees prior to enrolling to a course.
- 4.1.4. ECA Group will retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the student ceases to be an accepted student.

### 4.2. Fee Payment Schedule

Students are invoiced according to the due date relevant to their enrolled study period. Course fees are payable by the advised due date for each semester.

- 4.2.1. 25% of course fees are to be paid upon acceptance of offer. A schedule of two instalments is offered for 6-month course and a schedule of four instalments is offered for one-year courses. Any variation on this must be requested and approved in writing.

### 4.3. Protection of Fees

- 4.3.1. Where the ECA Group requires a prospective or current learner to prepay fees in excess of \$1500, the ECA Group will hold a learner fee protection scheme through the following arrangement:

- 4.3.1.1. ECA group holds current membership of a Tuition Assurance Scheme approved by its VET Regulator which, if the ECA Group is unable to provide services for which the learner has prepaid, must ensure:
- 4.3.1.2. 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

4.3.1.3. 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.

4.3.2. ECA Group RTOs are registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) and will satisfy both the above requirements as well as the Tuition Protection Service (TPS) under the Education Services for Overseas Students Act 2000. The TPS requires that not more than 50 per cent of the fees for an overseas student be prepaid. This applies even if 50 per cent of the course fees would be less than the threshold prepaid fee amount of \$1500.

#### **4.4. Sanctions for Non-Payment of Fees**

4.4.1. ECA Group reserves the right to apply sanctions to students with outstanding debts.

Penalties for non-payment of fees, charges or other monies owing for any services provided to a student, may include but are not limited to, the student not being entitled to:

- enrol/re-enrol;
- receive any results of assessment;
- graduate or receive a qualification from the College;
- receive a certificate/transcript of academic record.

4.4.2. Any amount owed as course related fees or charges by a person, including those persons whose enrolment is suspended or cancelled, is payable as debt and may be recovered by ECA Group.

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## **1. Refunds**

Prospective or current students who have accepted a place at ECA Group and who have been issued with a Confirmation of Enrolment (CoE) will be entitled to a refund of course fees, under the following conditions.

### **1.1. Refunds and non-issuance of CoE**

If ECA Group does not issue a CoE the student is entitled to a full refund. To receive the refund, the student is required to notify ECA Group College.

### **1.2. Refunds for Student default**

1.2.1. If a student's CoE is cancelled because they did not start the course, they will be reported for non-commencement within 5 days of no contact, the student will be entitled to a full refund minus the lesser of 5% of the amount of Course Fees received before the default date or \$500.; and a Full Refund of the Overseas Student Health Cover Fee.

1.2.2. If a student's CoE is cancelled because they deferred the start date and subsequently did not start the course, they will be reported for non-commencement within 5 days of no contact, the student will be entitled to a full refund minus the lesser of 5% of the amount of Course Fees received before the default date or \$500.; and a Full Refund of the Overseas Student Health Cover Fee.

### **1.3. Refunds for Provider default**

1.3.1. If ECA Group or one of its associated providers cancels a course for which it has issued a CoE and does not offer an equivalent alternative course the affected student will be entitled to a Full Refund of Course Tuition Fees or CoE Security Deposit for the cancelled course and any subsequent package courses plus associated non-tuition fees; and a Full Refund of the Overseas Student Health Cover Fee.

### **1.4. Refunds and Visas**

1.4.1. If a student has accepted an offer of enrolment at ECA Group and has been issued with a CoE but their student visa application is refused, and the student is yet to commence the course, the student will be entitled to a full refund of any prepaid course fees, minus an administration fee of either 5% of the amount of Course Fees (received before the visa

application refusal date) or \$500 (whichever is less); and a full refund of the OSHC fee. The student must notify ECA Group College apply for a Refund of Fees and send a verified copy of the original visa rejection letter from the Australia's Department of Home Affairs. ECA Group will process the application and refund the approved amount to the student following the process outlined in the Refund Procedures in this document.

1.4.2.If a student cannot start their course on time because the processing of their Visa Application is delayed by circumstances beyond the student's control, ECA Group will defer the student's enrolment and provide revised CoE (s) for the next commencement. In these circumstances, an Application for Deferral of Enrolment must be submitted with documentary evidence relating to the delay in visa processing.

1.4.3.If a student commences study but their visa application is subsequently refused, they are entitled to a refund of unused tuition fees minus an administration fee of either 5% of the amount of Course Fees paid or \$500 (whichever is less); and a partial refund of the OSHC fee.

#### **1.5. Cancellation of visa due to non-compliance or breach**

1.5.1.If a student's CoE is cancelled for a breach of their student visa conditions, conditions of enrolment and/or the National Code Standards (for example, unsatisfactory academic progress or non-payment of fees), the student is not entitled to a refund of Course Tuition Fees or CoE security deposit, nor the Materials Fee.

1.5.2.Any possible refund for the pre-paid Tuition and Non-tuition Fees for a package of courses will be determined in accordance with the principal course provider's international student refund policies and procedures. The student can apply for a part refund from their OSHC insurance fund. When the ECA Group is the provider of the principal course a refund will not be given when 6 months of the principal course has not been completed.

1.5.3.If a student's CoE is cancelled due to demonstrated compassionate and/or compelling circumstances, they are entitled to a full refund of Tuition Fees OR CoE Security Deposit for the cancelled course and any subsequent package courses plus associated nontuition fees, minus either 5% of the amount of Course Fees received before the course start date or \$500 (whichever is less) if the withdrawal is before course start date; or a part refund of Unspent Tuition Fees for the current course at time of withdrawal, if the withdrawal is after the commencement date of their initial package course.

1.5.4.The student will receive a full refund of their Overseas Student Health Cover Fee if they withdraw before the commencement date of their first course in a package of courses; or no refund of their Overseas Student Health Cover Fee if they withdraw after the commencement date of their first course in the package.

#### **1.6. Refunds and Student Withdrawal – Package Program**

1.6.1.Students who satisfactorily complete the pre-requisite course of a packaged program and have received a CoE but choose not to enrol in the subsequent ECA Group course will be entitled to a refund of prepaid course fees minus either 5% of the amount of Course Fees received before the default date or \$500 (whichever is less) if the withdrawal is before course start date.

#### **1.7. Refunds and Student Withdrawal, Non-package Courses**

1.7.1.If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal more than 8 weeks (56 days) before the commencement date of their non-package course, they are entitled to a full refund of their pre-paid course tuition fees or CoE Security Deposit plus Enrolment and Materials Fees, minus either 5% of the amount of Course Fees received before the default date or \$500 (whichever is less); and a full refund of their Overseas Student Health Cover Fee.

1.7.2.If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal more than 4 weeks (28 days) but less than 8 weeks before the commencement date of their non-

package course, they are entitled to a 75% refund of their pre-paid course tuition fees or CoE Security Deposit plus Enrolment and Materials Fees, minus either 5% of the amount of Course Fees received before the default date or \$500 (whichever is less); and a full refund of their Overseas Student Health Cover Fee

- 1.7.3. If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal more than 2 weeks (14 days) but less than 4 weeks before the commencement date of their non-package course, they are entitled to a 50% refund of their prepaid course tuition fees or CoE Security Deposit plus Enrolment and Materials Fees, minus either 5% of the amount of Course Fees received before the default date or \$500 (whichever is less); and a full refund of their Overseas Student Health Cover Fee.

#### **1.8. Accommodation Refunds**

- 1.8.1. If a student cancels their accommodation more than two weeks (14 days) before their arrival date they are entitled to a full refund of their pre-paid rent for both Homestay and 2Stay accommodation.
- 1.8.2. If a student cancels their accommodation more than two days (48 hours) but less than two weeks (14 days) before their arrival date they are entitled to: a partial refund of their pre-paid Homestay rent (minus their Placement Fee and 2 weeks rent); and a partial refund of their 2Stay rent (minus \$350.00).
- 1.8.3. If a student cancels their accommodation less than 2 days (48 hours) before their arrival date they are not entitled to any refund.

#### **1.9. Agents' Fee Refunds**

Agents will forfeit all rights to Agent Commission payment for courses students fail to commence.

#### **1.10. Refund Procedures**

- 1.10.1. Students may apply for a refund by completing and submitting on-line an ECA Group Refund Form. Student must have an approved withdrawal before completing a Refund form.
- 1.10.2. Applications for withdrawal from the ECA Group courses and refunds will be processed within 20 working days and, if successful, progressed with recommendations to the Accounts Manager for determination of the refund application.
- 1.10.3. All Applications for a Refund will be determined by the Finance/Accounts Manager and will normally be processed within 20 working days of the Application being made. Where this is not possible the student will be informed.
- 1.10.4. All Approved Refunds will be paid within 20 working days of their being approved.
- 1.10.5. Applications may be made for the refund of fees and charges on the ground of exceptional circumstances which provide compassionate and compelling reasons for withdrawal from a course will be considered on a case by case basis.
- 1.10.6. Refunds will be made in Australian dollars and the College reserves the right to make refunds payable in the country of origin.
- 1.10.7. Where an international student requests that the refund is made payable to a relative or other person in Australia, this will only be granted if documentary evidence proves that the relative or other person paid the tuition fees.