



Tuition Fees Payment and Refund Policy (V4)

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Responsibility for Implementation: Finance Manager

Authority: Approved by PEO

1 Purpose

Elite Education Vocational Institute's policy of tuition fees payment and refund for international students has been developed in accordance with the Education Services for Overseas Students Act 2000 (ESOS Act 2000 as amended), Education Services for Overseas Student Regulations 2001 (ESOS Regulations 2001 as amended) and The National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018). This procedure applies only to all commencing and continuing international students, irrespective of who has paid the tuition fees. Pursuant to the National Code, this agreement and the availability of complaints and appeals processes do not remove the right of the student to take action under Australia's Consumer Protection Laws"

2 Scope

All students at Elite Education Vocational Institute (EEVI).

3 Definitions

'International students' are students enrolled as 'international students' at Elite Education Vocational Institute.

'Packaged Offers' Students can apply to undertake two or more courses on their Student (subclass 500) Visa where there is clear progression from one course to another. A packaged offer, with the progression requirements, will be indicated as a Condition on the Letter of Offer for the course. For each course in the packaged offer a separate Acceptance Agreement will be required to be completed. For Visa purposes the two courses are packaged together.

To be granted a visa for the full duration of the packaged courses, confirmation of enrolment must be provided in all the courses.

If a visa application includes a package of courses, then students can only have less than two calendar months' elapse between courses. The only exception to this is when the first course finishes at the end of the standard academic year and the next course commences at the beginning of the standard academic year. A student visa for the full package will only be granted if the duration of the package does not exceed the maximum visa grant period.

4 Policy



4.1 Payment of Tuition Fees

4.1.1 On commencement, before the confirmation of enrolment will be issued, international students entering an Award Course will be charged:

- a. an Enrolment Fee, which will be set annually; and
- b. the first trimester fees
- c. students in a packaged course (i.e., packaged with another registered provider and EEVI), will be required to pay to EEVI the fees for their first term in the EEVI course prior to receiving a confirmation of enrolment.

4.1.2 Each enrolment period, after the commencement, international students will be charged:

- a. the trimester fees (i.e. no less than fees equivalent to three subjects)

4.1.3 Payment Method: The fees can be paid by following methods

- a. Cash payment at Institute Office;
- b. Electronic Fund Transfer.

4.1.4 Fee Payment Arrangement

International Students					
Fees Details*					Amount in \$ AUD
Application Fee					250
COE Changing Fee* (If CoE needs to be changed)					100
Total Material fee (\$50/Term for the printing of class materials, class test/quiz, and assessment cover forms)					200
Late Submission Fee (only applies to: If a student has submitted an assessment, but failed to achieve the competency requirements for this assessment, the student has the opportunity to be re-assessed.)					50
Re-Assessment Fee (only charged if the student cannot be assessed or submit assignment on scheduled due date, and he/ she does not have compelling reason with evidence (e.g., sickness) to be late assessed; and he/she did not apply for late assessment from the assessor and obtained approval before the assessment due date.)					100
RPL Assessment Fee (only applies to students who wish to have RPL assessed. Fee applies to each application of RPL)					120
Instalment schedule Example					
Study period	Due date	Application fee (\$)	Material fee (\$)	Tuition fee (\$)	Total in \$ AUD
1	Immediately after Student Written Agreement is signed	250	50	1,500	1,800
2	End of Term 1	-	50	1,500	1,550
3	End of Term 2	-	50	1,500	1,550
4	End of Term 3	-	50	1,500	1,550
Domestic Students					
Fees Details*					Amount in \$ AUD
Application Fee					200
Total Material fee (\$50/Term for the printing of class materials, class test/quiz, and assessment cover forms)					200
Late Submission Fee (only applies to: If a student has submitted an assessment, but failed to achieve the competency requirements for this assessment, the student has the opportunity to be re-assessed.)					50



Re-Assessment Fee (only charged if the student cannot be assessed or submit assignment on scheduled due date, and he/she does not have compelling reason with evidence (e.g., sickness) to be late assessed; and he/she did not apply for late assessment from the assessor and obtained approval before the assessment due date.)	100				
RPL Assessment Fee (only applies to students who wish to have RPL assessed. Fee applies to each application of RPL)	120				
Instalment schedule Example					
Study period	Due date	Application fee (\$)	Material fee (\$)	Tuition fee (\$)	Total in \$ AUD
1	Immediately after Student Written Agreement is signed	200	50	1,500	1,750
2	End of Term 1	-	50	1,500	1,550
3	End of Term 2	-	50	1,500	1,550
4	End of Term 3	-	50	1,500	1,550

4.2 Penalties for Non-Payment

Where a student has an overdue debt to Elite Education Vocational Institute as at the Census Date, a range of exclusions and service restrictions will be applied to the student until the debt is paid. Exclusions & service restrictions include:

- a. Withdrawing access to EEVI services and facilities (such as library, computer facilities, online resources, student management systems etc);
- b. Restrict release of academic results & access to Academic Records;
- c. Restrict release of Statement of Attainment & Official Documents (incl. Who It May Concern letters);
- d. Exclusion from course graduation;
- e. Prevention of enrolment in the current or any subsequent teaching sessions;
- f. Exclusion from making adjustments to a student's enrolment (incl. applications for leave, deferral, course variation etc).

Students need to clear all outstanding fees before the exclusions and service restrictions are removed.

4.3 Fee Refund for international students

EEVI fully complies with the ESOS Act 2000 and its amendments including the Tuition Protection Service (TPS).

Under Section 47D, the written agreement with the student outlines the various circumstances under which a refund can be made and the amount due.

- a. The application fee, \$250 is non-refundable
- b. There is no refund if the student defaults. A student default by:
 - i. Not starting on the agreed day and location (and has not previously withdrawn)
 - ii. Failing to pay an amount payable to EEVI
 - iii. Breaching a condition of his/hersiva
 - iv. Misbehaving (Note: the student is entitled to natural justice under subsection 47A (3)).
- c. If a student's visa is refused prior to commencement (through no fault of their own) (Section 47A of the ESOS Act), then EEVI will fully refund tuition fees to the student (Enrolment Fee and CoE Changing Fee are not refundable);
- d. Refunds will be paid:



- i. within 4 weeks after the day of default in the case of visa refusal (or where EEVI has not entered into a written agreement with the student (Section 47E) or
 - ii. Within 4 weeks from when EEVI receives a written claim form from the student (Section 47D). Refunds must be paid either to the student or the person specified in the agreement between EEVI and the student.
- e. In the event of a student withdrawing from a course, an application for a refund must be made in writing to EEVI.
- i. If the notice is received by EEVI at least 28 days before the course starts, a refund of 75% of tuition fees will be made (after deduct the enrolment fee of \$250).
 - ii. If the notice is received by EEVI prior to, but less than 28 days before the course starts, a refund of 50% of tuition fees will be made (after deduct the enrolment fee of \$250).
 - iii. If the notice is received by EEVI on or after the course starts, no refund will be made. If an exceptional
 - iv. circumstance exists, a refund will be given on a case-by-case basis (after deduct the enrolment fee of \$250).

Enrolment Fee	Non-refundable
Tuition Fees	
Visa refused prior to course commencement	Full refund less Application fee of \$250
Withdrawal at least 28 days (prior to agreed start date)	75% refund of tuition fees less Application fee of \$250
Withdrawal less than 28 days (prior to agreed start date)	50% refund of tuition fees less Application fee of \$250
Withdrawal after the agreed start date	No refund
Visa cancelled due to actions of the student	No refund
Visa extension is refused	Return of unused tuition fees
Withdrawal from study - current students	Refund of unused tuition fees (of the following term/s)* *Deferment, Suspension or Cancellation of Enrolment Application Form must be received at least 28 days prior to the commencement of the following term/s
Compulsory Health Insurance (Student visa holders only)	Refer to OSHC provider
Airport Pick-up	Full Refund if service cancelled prior to flight arrival

- f. In the event of EEVI defaulting*, EEVI will advise the student in writing of their default, how they intend to fulfil their obligations under the ESOS Act. Within 14 days of the day of default, the:
- v. total unexpended tuition fee may be refunded to students OR
 - vi. EEVI may offer an alternative (replacement) course or part of a course in accordance with subsection 46D(4). The student must advise in writing within fourteen days whether he or she accepts this arrangement.

EEVI Default

- Under the Tuition Protection Service (TPS) framework, if Elite Education Vocational Institute is unable to fulfill its obligations to complete a course. The new TPS framework will facilitates the placement of students in the first instance, and where this is not possible, provides a refund of unexpended tuition fees (i.e. tuition the student has paid for but has not been delivered by the provider). This replaced the previous combination of Tuition Assurance Schemes and the ESOS Assurance Fund.
- Elite Education Vocational Institute defaults if the course they offer does not start on the agreed starting day.
- Elite Education Vocational Institute defaults if the course stops being provided after it starts and



before it is completed or the course is not provided fully to the student because the registered provider has had a sanction imposed.

- If Elite Education Vocational Institute defaults, EEVI will refund to the student within 14 days after the default day and receipt of your Refund Application Form.
- Elite Education Vocational Institute will give the student a statement that explains how the refund amount has been worked out.
- Elite Education Vocational Institute dispute resolution processes do not circumscribe the student's right to pursue other legal remedies.
- This agreement and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.
- The refund policy is subject to review from time to time.
- The Institute recommends that you read the ESOS Framework Information, which provides legislative protection for International students, available at <https://www.aei.gov.au/>

** If a provider ceases to offer a course or courses before the student has finished the course, this is 'provider default' under the Education Services for Overseas Students Act 2000. The default date is the date the Institute stopped providing the course. Provider defaults can include the course not starting on the agreed starting day; the course ceasing before it is completed, or the course not being provided in full to the student, and the student having not withdrawn before the default day.*

- In circumstances where a default has occurred and EEVI cannot satisfy their obligations, the TPS Director will be advised. The TPS Director will then invite relevant providers to participate in a placement round.
- This fee refund policy does not remove students' rights to take further action under Australian Consumer Protection laws.

4.4 Fee Refund for Domestic Students

This Policy details the refunds payable to Domestic Students who withdraw from the course after having paid their fees to Elite Education Vocational Institute. The request for refund must be made in writing to the Principal Executive Officer by using the Refund Application Form.

- No refunds will be paid to a third party unless it is indicated at the time the Refund Application Form is lodged that any refunds due are payable to a third party.
- Where a refund is approved, Elite Education Vocational Institute will make payment of refunds within 28 days of receipt of Refund Application Form.
- The application fee, \$200 is non-refundable;
- For New Students:
 - If a student withdraws any time before the agreed start date, he/she will receive a full refund of prepaid fees less a \$200 application fee and \$50 materials fees (for printing of certificates, class tests, and form);
 - If a student withdraws any time after the start date, but before the census date he/she will receive a 75% of prepaid fees less a \$200 application fee and \$50 materials fees;
 - If a student withdraws after the census date there will be no refund of fees.
- For Continuing Students:
 - If a student withdraws any time before the agreed start date, he/she will receive a full refund of prepaid fees less



- \$50 materials fees;
 - If a student withdraws any time after the start date, but before the census date he/she will receive a 75% of prepaid fees less \$50 materials fees.
 - If a student withdraws after the census date there will be no refund of fees.
- f. No tuition fee refund is payable if:
- The terms and conditions of the contract between the student and EEVI are breached.
 - The student's enrolment is cancelled by EEVI due to student's misconduct.
- g. The following fees are non-refundable:
- Fees charged for administrative services (for example, late fees, materials fee, and reprints of transcripts).
 - Protection of student fees. Protection of student fees are in place by way of an Australian Government recognised Tuition.

Where a refund is payable, the refund is made in Australian dollars, within 28 days from the date the student lodges a written request for a refund of their tuition fees.

4.5 Deferral of Studies

Where a student, after accepting an offer of admission, gives a written notice before the commencement of the course of their intention to defer their commencement to the next available intake, all tuition fees may be transferred to the next available intake. The "next available intake" maybe the following term, or the following year, depending on the course. A place may be deferred for up to 6 months.

4.6 Agreement

When the Institute accepts an international student's application for enrolment, it is intended that refunding of tuition fees will constitute a written agreement between the Institute and the international student for the purposes of the ESOS Act 2000 and National Code.

4.7 Payment of Refunds

- a. Students seeking a refund must apply in writing to Administration Office using the Institute's Application for Refund of Tuition Fees form available from the Institute's website.
- b. The Institute must have cleared the fees in its bank account.
- c. All debts to the Institute must have been paid or any outstanding amounts will be deducted from the refund.
- d. The refund must be made to the same person or body from whom the payment was received on behalf of the student.
- e. Refunds will be reimbursed in the same currency as the fees were originally paid in and will normally be made in the student's home country. Exceptions include a refund to a third party who paid the fees on behalf of the student.
- f. Refunds, when approved, will be paid to the student within 4 weeks after receipt of all relevant documentation, including a written claim from the student. In the case of provider default the refund will be paid within two weeks of the default day as defined in the ESOS Act 2000.

4.8 Changes to Fees

Students are to be given reasonable notice of changes to Elite's operations including information about increases in fees and associated costs and any consequences that may affect their choice of, or ability to participate in, an intended course(s) of study.