

Fees and Refund Policy and Procedures

The policy applies to all ECA COLLEGE commencing and re-enrolling students, and to students seeking to and withdrawing from a course or courses for which they have paid fees. It also applies to those students whose Confirmation of Enrolment (CoE) for courses for which they have paid fees are cancelled.

Fees are levied for services provided to students as part of their enrolment. Student fee types include:

a) Course-related fees include:

Tuition fees: These are the fees for your course tuition, e.g. classes, the Institution's provided learning support services etc. They can vary depending on the course you choose to study.

Course materials fees: These are mandatory fees for materials that specially relate to the provision of the course. Where possible, these are advised at time of offer

b) Administrative fees include fees such as initial enrolment fees for administering the enrolment, change or course fees, fees for re-issuances of award certifications, and course materials replacement fees.

c) Incidental fees include fees such as airport pick-up, accommodation placement, OSHC fees. These are fees for goods and services which are not essential to a student's program of study, or where the goods/services are also available to students in an alternate form, free of charge. They may also include fines or penalties, levied principally as a disincentive and not to raise revenue or cover administrative costs, such as late payment or late re-enrolment fees.

The statement should be read in relation to policies and procedures relating to: **National Standard Code 10, Complaints and Appeals**; and **National Code Standard 9, Deferment, Suspension or Cancellation of Study During Enrolment** in relation to Compassionate and Compelling Circumstances.

Neither this policy nor a student's right to submit internal and external (to the Overseas Students Ombudsman) complaints and appeals removes that student's right to take action under Australia's consumer protection laws.

Refund Policies

If an applicant accepts a place offered by ECA COLLEGE, pays the stipulated fees and signs the Acceptance Agreement, and is subsequently issued with a Confirmation of Enrolment, a binding contract has been created between the student and ECA COLLEGE.

Refunds and Visa Issues

If a student's visa application is rejected, the student will be entitled to a Full Refund of Course Tuition Fees or CoE Security Deposit plus Non-tuition Fees, minus Enrolment Fee and the lesser of 5% of the amount of Course Fees received before the visa application refusal date or \$500; and a Full Refund of the Overseas Student Health Cover Fee.

The student will need to notify ECA COLLEGE, apply for a Refund of Fees and send a verified copy of the original visa rejection letter from the Australian Embassy/Consulate or Immigration Office. ECA COLLEGE will then process the application and refund the approved amount to the student.

If a student's CoE is cancelled as a result of a breach of student visa conditions, conditions of enrolment and/or National Code Standards (Unsatisfactory Attendance, Unsatisfactory Academic Progress, Non-payment of Fees, etc.), they are entitled to No Refund of their pre-paid Course Tuition Fees or CoE Security Deposit and Materials Fee; and No Refund of their Overseas Student Health Cover Fee.

Refunds and Provider Default

If ECA 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 Enrolment fee, Tuition Fees or CoE Security Deposit for the cancelled course and any subsequent package courses plus associated Non-Tuition Fees.

Refunds and Student Withdrawal

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal more than 4 weeks (28 days) before the commencement date, they are entitled to a Full refund of their pre-paid Course Tuition Fees or CoE Security Deposit minus Enrolment Fee and a Full Refund of their Material Fee and Overseas Student Health Cover Fee.

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal between 4 weeks (28 days) and 2 weeks (14 days) before the commencement date of their course, they are entitled to a 70% Refund of their pre-paid Course Tuition Fees or CoE Security Deposit, minus Enrolment Fee; and a Full Refund of their Material Fee and Overseas Student Health Cover Fee.

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal between 2 weeks (14 days) and 1 weeks (7 days) before the commencement date of course, they are entitled to a 50% Refund of their pre-paid Course Tuition Fees or CoE Security Deposit, minus Enrolment Fee; and a Full Refund of their Material Fee and Overseas Student Health Cover Fee.

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal less than 1 week (7 days) prior, on or after their course commencement date, they are entitled to No Refund of their pre-paid Course Tuition Fees or CoE Security Deposit, Enrolment Fee and Materials Fee, a Full Refund of their Overseas Student Health Cover Fee.

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 plus associated Non-Tuition Fees, minus the lesser of 5% of the amount of Course Fees received before the default date or \$500, if the withdrawal is **before** course commencement date; or a part refund, being the unspent Tuition Fees for the cancelled course at time of withdrawal, if the withdrawal is **after** the course commencement date.

The student will receive a Full Refund of their Overseas Student Health Cover Fee if they withdraw before the commencement date of their course; or No Refund of their Overseas Student Health Cover Fee if they withdraw after the commencement date of their course.

Refunds and Student Compassionate and/or Compelling Circumstances

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 Non-Tuition Fees, minus Enrolment fee and 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, if the withdrawal is **before** course start date. If the student withdraws **after** the course start date they are entitled to a part refund, being the unspent Tuition Fees for the current course at the time of withdrawal.

Agents' Fee Refunds

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

Refund Procedures

Students may apply for a refund by completing and submitting on-line an ECA Refund/Withdrawal Form.

If the applicant is enrolled in a package course the Application for Withdrawal will be transferred to the provider of the student's Principal Course for determination: If the Principal Course provider's determination is in the negative the Application for Withdrawal from the ECA COLLEGE feeder courses will similarly be rejected and the student will be notified, such notification including advice relating to the right to and mode of submitting an Internal Appeal.

If the Principal Course Provider's determination is to approve withdrawal, the application for withdrawal from the ECA COLLEGE feeder courses will be approved and the student will be informed.

Applications for withdrawal from the ECA COLLEGE courses and refunds will be processed within two weeks (ten working days) and, if successful, progressed with recommendations to the Accounts Manager for determination of the Refund Application.

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. Such applications will be considered on a case by case basis.

All Applications for a Refund will be determined by the Accounts Manager and will normally be processed within twenty working days (four weeks) of the Application being made. Where this is not possible the student will be informed.

On determination of the application the student will be informed in writing and, if the determination rejects a Full Refund, information will be provided informing the student of their right to make an Internal Appeal against the decision and the means of submitting such an Appeal.

Complaints, grievances or appeals

If a student is not satisfied with the outcome of an application for a refund of fees, the student has up to 4 weeks (20 business days) from the date of the refund application outcome notification to appeal the refund decision. To do so the student must lodge their written appeal to the Institution to the email address advised in the refund application outcome notification setting out their grounds for the appeal and including any verified evidence in support of their claims. Refund appeal applications will be

considered by the Institution's authorised designated senior officer (or nominee). The student will be notified of the outcome of their appeal within 4 weeks (20 business days) of lodgement of their written appeal application.

The availability of the institution's refund policy, procedures and appeals processes does not affect a student's right to submit a complaint, grievance or appeal to the Institution or externally (e.g. to the Overseas Student Ombudsman). For further details refer to the complaint, grievance and appeals policy and procedures published on the Institution's Forms webpage.

The right to make complaints and seek appeals of decisions and action under the Institution's various processes does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

Refunds will be made in Australian dollars and the School reserves the right to make refunds payable in the country of origin. Agency fees, if applicable, will not be refunded.

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.

Situation	Enrolment Fee	Material Fee	Tuition Fee
Schedule A, Visa Issues			
Student's visa application is rejected. (We will need to sight a verified letter from the Australian Embassy/Consulate rejecting the application).	No Refund	100%	100% minus \$500 or 5% of Course Fees (whichever is the lesser)
Student's visa is cancelled because they fail to comply with enrolment conditions or breach their visa conditions.	No Refund	No Refund	No Refund
Schedule B. Provider Default			
Cancellation due to ECA COLLEGE being unable to deliver the course	100%	100%	100%
Schedule C, Student Default: Course Withdrawal from the course			
More than 4 weeks prior to commencement	No Refund	100%	100%
Between 4 weeks and 2 weeks prior to commencement	No Refund	100%	75%
Between 2 weeks and 1 weeks prior to commencement	No Refund	100%	50%
Less than 1 weeks prior to commencement	No Refund	No Refund	No Refund
Schedule D, compassionate or compelling circumstances			
Withdrawal due to compassionate or compelling circumstances	No Refund	100%	100% minus \$500 or 5% of Course Fees (whichever is the lesser)

Definitions

As used in this document, these words have the following meaning:

Census Date means the official deadline date for an enrolled student to finalise their enrolment and pay their course-related fees for the study period. Once this date has passed, the student is financially liable for all course-related fees for their enrolled courses. The census date is normally the 10th working day from the course commencement date unless otherwise published on the Institution's website. This date may vary from course to course. The student is responsible for ensuring they are aware of the census date for the applicable study period for their enrolled course.

Commencement Date has the same meaning as Start Date, and is the commencement date of the course (or initial course in a packaged program) indicated on the student's Offer and Acceptance Agreement.

Compassionate or compelling circumstances means circumstances that are generally beyond the control of the student which have an adverse impact on the student's capacity and/or ability to commence their course or satisfactorily progress in their course. They could include, but are not limited to:

- a. serious illness or injury, supported by a verified medical certificate and 'Medical Treatment Supporting Document'
- b. bereavement of close family members such as parents or grandparents (Where possible a death certificate should be provided)
- c. major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the student's studies; or
- d. a traumatic experience which could include
 - involvement in, or witnessing of a serious accident; or
 - where the registered provider was unable to offer a pre-requisite course; or
 - inability to begin studying on the course commencement date due to delay in receiving a student visa.

Compassionate or compelling circumstances must be evidenced. Evidence needs will vary depending on the circumstances, but could include relevant DHA visa documents; relevant travel documents; relevant media reports relating to a natural disaster impacting on a student's area of residence; a relevant medical, death or birth certificate; a police incident report; a social worker's report; and/or a psychologist's report. Certificates not written in English must be translated into English by approved NAATI translators.

Confirmation of Enrolment (CoE) means a document issued by the institution to intending students. It confirms the student's enrolment in the offered course or packaged program of courses. The CoE is generated by the Institution through PRISMS and provided to international students to verify that they are bona fide students when applying for a visa.

Course means a program of education or training provided by the education provider(s) listed in the Letter of Offer and Acceptance Agreement.

Defer/Deferral means to temporarily delay or postpone commencement of studies. Notification of deferral must be made in writing using the Institution's online Course Deferral/Change of Course Commencement Form or otherwise similarly named form.

DHA means the Australian Government's Department of Home Affairs.

Employees refers to ongoing and casual employed professional and academic/teaching staff of the institution.

Cancellation means a student's enrolment in a course has been forcibly ceased by the institution due to student default or other reason as permitted by legislation. A student whose enrolment has been cancelled will need to re-apply for admission. The Institution is obligated to notify the DHA or enrolment cancellation by entry on PRISMS. This can also be referred to as termination.

Initial instalment/ Deposit. Students who receive an Offer and Acceptance Agreement are required to pay an instalment/deposit to secure their offer of enrolment. The amount required for the first instalment/deposit is stated in the student's Offer and Acceptance Agreement.

Institution (the)/ College (the)/ Academy (the) refers to the business/es as set-out by the business logo(s) and registration information on this document's cover page as applicable to the student's course/s of enrolment.

Offer and Acceptance Agreement means the *International Student Offer and Acceptance Agreement* or *Domestic Student Offer and Acceptance Agreement* accepted by the student in enrolling in their course (or packaged program of courses).

Overseas student / international student means a student required to hold a student visa for study in Australia.

OSHC means Overseas Student Health Cover. People studying on a student visa complete must hold valid Overseas Student Health Cover for themselves and their dependents while studying in Australia. Proof of payment to the Overseas Student Health Cover scheme is required for a student visa to be issued by the DHA.

Packaged Program means a program that includes a sequence of multiple courses, which may or may not be wholly provided by the Institution. If some courses within a packaged program are provided by an external party to the ECA Group or an external pathway partner of the ECA Group then terms and conditions of enrolment, refunds and all other policies of that external institution apply and are not covered by this policy document herein.

PRISMS means *Provider Registration and International Students Management System*. PRISMS is a secure database system operated by Department of Education and Training and DHA.

Principal course means the final course providing the highest qualification in a student's sequenced package of courses.

Principal Provider means the registered provider delivering the final principal course in a student's sequenced package of courses.

Refund means a payment of fees or charges which is reimbursed to the payee.

Student Default

A student defaults in relation to a course at a location, if:

- a. the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- b. the student withdraws from the course at the location
 - less than 14 days before the commencement date of their course (or initial course in a packaged program);
 - or
 - on or after the commencement date of the student's enrolled second or subsequent study period; or
- c. the Institution refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
 - o the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;
 - o the student breached a condition of his or her student visa;
 - o and/or misbehaviour by the student.

In cases where a student's enrolment has been suspended or cancelled due to misconduct or their breach of their student visa, the institution will afford a student natural justice before refusing to provide, or continue providing, the course to a student at the location consistent with institution's academic integrity and/or misconduct policy. These provisions are consistent with ESOS Act 2000, Part 5, Division 2, Subdivision B an overseas student or intending overseas. Consistent with fairness principles, these provisions extend also to domestic students.

Student default date means the official date the student default occurred.

Study period means a discrete period of study, which may be named a term, semester or trimester.

Suspension means the period a student's studies have been suspended after the student has commenced their studies, A suspension can be initiated by the student, to have a break from study. A suspension can be also initiated by Institution on grounds of non-payment of tuition fees or following a decision of a panel convened to examine a matter of student misconduct (academic or non-academic), or other grounds as permitted by legislation. A suspension is different from a deferral because the student has already started their studies and their studies are being paused rather than the start date being postponed (deferred). The

Institution is obligated to notify the DHA when an international student's studies have been suspended via entry on PRISMS.

Unit means a unit of study, subject, module, unit and/or unit of competency in a course.

Withdrawal means a student has initiated their withdrawal from their enrolled course or packaged program of courses. The student will need to re-apply to the Institution to undertake any course studies. Notification of withdrawal must be made in writing using the Institution's online Withdrawal Form. The Institution is obligated to notify the DHA when an international student's studies have been withdrawn via entry on PRISMS and this will result in the student's CoE being cancelled.