



## 31. Tuition Fees Payment and Refund Policy

Purpose	Sets out the Institute's approach to tuition fee payments and refunding.
Location	The policy is maintained on owncloud (original: Pydio)- <a href="http://cloud.ee.edu.au/owncloud">http://cloud.ee.edu.au/owncloud</a>
Responsible	CEO
Responsible office	CEO's Office
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Related documents	
Authority	Approved by Council

### 1 Purpose

Elite Education 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 international students at Elite Education Institute.

### 3 Definitions

'International students' are students enrolled as 'international students' at Elite Education 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 (i.e. no less than fees equivalent to three subjects)
- c. students in a packaged course with Elite Education Vocational Institute and EEI are required to pay fees of one subject in the first course of the package;
- d. students in a packaged course (i.e. packaged with another registered provider and EEI), will be required to pay to EEI the fees for their first two subjects in the EEI 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
- c. Credit Card Payment: 2% Credit Card Surcharge will be applied.

### **4.2 Penalties for Non-Payment**

Where a student has an overdue debt to Elite Education 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 EEI services and facilities (such as library, computer facilities, online resources, student management systems etc.);
- b. Restrict release of examination results & access to Academic Records;
- c. Restrict release of Transcripts & 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 Refund of Tuition Fees: Partial or None**

Except in accordance with 4.3 and 4.4 below, the Elite Education Institute's policy on refunds to international students is as follows:

- a. If the Institute makes an offer on the basis of incorrect or incomplete information being supplied by the applicant/student, the offer will be withdrawn and any refund will occur at the institute's discretion.



- b. Where a student, after accepting an offer of a place, gives written notice more than 1 month before commencement of the teaching period, that they will cancel their place in the course, the tuition fees paid for the trimester are refundable in full. However, an administrative fee of 10% of the tuition fee for one trimester may be charged, as applicable.
- c. Where a student, after accepting an offer of a place, gives written notice less than 1 month before commencement of the teaching period, that they will cancel their place in the course, 70% of the tuition fees for that trimester are refundable.
- d. Where a student gives a written notice after the commencement of the teaching period, but before the relevant census date, that they will cancel their place in the course, 50% of the tuition fees for that trimester are refundable.
- e. Where a student gives a written notice after the commencement of the teaching period and after the relevant census date, that they will cancel their place in the course, no tuition fees for that trimester are refundable.
- f. Where the Institute refuses to provide, or continue providing, a course to the student because the student:
  - i. has failed to pay an amount he or she was liable to pay the Institute, directly or indirectly, in order to undertake the course, then the student is not eligible for a refund.
  - ii. breached a condition of his or her student visa or misbehaved, if:
    - a) before the relevant census date, the tuition fees paid for the trimester are refundable but incurring an administrative fee of 10% of the tuition fee for one trimester;
    - b) after the relevant census date, the student shall not be eligible for a refund.
- g. A student who withdraws or defers from a course for whatever reason after the census date shall not be eligible for a refund.
- h. A student who has his/her visa cancelled after the census date shall not be eligible for a refund, other than as required under related laws, including the ESOS Act. If a student is refused a student visa for the reasons set out in section 28(4) of the ESOS Act, then the provisions of the ESOS Act apply regarding any refund, and not this procedure.

#### Cancellation Fees Schedule Overview

Cancellation more than 1 month prior to course commencement date	90% Refund
Cancellation less than 1 month prior to commencement date	70% Refund
Cancellation after commencement of the teaching period, but before the relevant census date	50% Refund
Cancellation after commencement of the teaching period and after the relevant census date	No Refund

#### 4.4 Full or Partial Refund of Tuition Fees

- 4.4.1 The Institute may provide a full or partial refund where:
  - a. an offer is withdrawn by the Institute;
  - b. subject to clause 4.3.2, the Institute is unable to provide the course;
  - c. a student was not able to meet a condition required for admission that was not part of any packaged admissions arrangements;



- d. a student has been excluded by the Institute for failure to meet degree or diploma progression rules and where fees were paid in advance of notification of the exclusion;
  - e. Australian Government authorities have refused to grant a student visa (for AQF award program) or 485 visa (for SMIPA program);
  - f. illness or disability prevents the student from taking up the course;
  - g. the death of a close family member of the student (parent, sibling, spouse or child) occurs, or
  - h. other special or extenuating circumstances prevent a student from commencing a course.
- 4.4.2 In the unlikely event that the Institute is unable to provide the student's course in full in the circumstances set out in section 27(1) of the ESOS Act 2000, and the student has not withdrawn before the 'default day' (as defined in the ESOS Act 2000), the Institute must pay the student a full refund of the course fees, or alternatively arrange for the student to be offered a place in an alternative course (only if accepted in writing by the student).
- 4.4.3 An application, with supporting documentary evidence, must be submitted for a refund under any of the provisions listed above.
- 4.4.4 A partial refund may be granted under this paragraph, 4.3.1: (d) - (h), where some of the fee is retained to cover administration costs.

#### **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" may be the following trimester, or the following year, depending on the course. A place may be deferred for up to 6 months.

#### **4.6 Packaged Students (refers to any two components treated as one 'package' for Visa purposes)**

Students in a packaged course (refers to two components treated as a 'package' for Visa purposes), will be required to pay fees for two subjects in the first course of the package before the confirmation of enrolment will be issued.

- a. A full or partial refund of what has been received from the English teaching institution will be made under the conditions detailed in 4.3.1 (a) - (h), 4.3.2 and 4.3.1(d) above.
- b. Where a student, having paid a course fee deposit in advance, gives notice in writing to Administration Office, of an inability to undertake the principal course prior to the commencement of trimester, a refund will be paid of the balance (if any) of the deposit paid, after deducting 10% of the tuition fee payable for the trimester to cover administration costs.
- c. There may be other circumstances where consideration can be given to a full or partial refund of the deposit, such as:
  - iii. There is a demonstrated mismatch between the course offered and the student's understanding of the course.
  - iv. The student clearly cannot meet the English Language requirements of the Institute within a reasonable timeframe. To claim a full refund in these circumstances, a student must present the result of an IELTS test taken not more than two months before the start of the trimester of the full degree program indicated in his/her package.
  - v. Any other reason considered acceptable by the Institute.
- d. Where a student with packaged admission arrangements has failed to meet the English language requirements for admission to Elite Education Institute and requests to be released



from EEI, the processing of the refund (if any) is as follows:

- i. If the student has received an offer to study at another tertiary institution, and provides a copy of a letter of admission for the new institution, the refund is forwarded to the student in Australia.
- ii. If the student is returning home the refund is forwarded to their overseas address.

#### **4.7 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.

#### **4.8 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.

#### **4.9 Overseas Health Cover**

Overseas Health Cover will be refunded by the Institute if the student is unable to complete the course in the circumstances described in this section. Firstly, if the Institute has not disbursed funds to the Institute's nominated Overseas Health Care provider. Secondly, subject to the ESOS Act 2000, if funds have been disbursed to the provider, the student will be responsible to contact the provider directly to apply for their OSHC refund. Students must provide the Overseas Health Care provider with the following information when applying for a refund: full name, date of birth, membership number (provided to the student by the Institute), together with the reason for refund and evidence of transferring to another Institute, or the date of departure from Australia.

#### **4.10 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.