

The policy applies to all ELSIS 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.

This policy applies to all Tuition Fees paid including those collected by education agents on behalf of ELSIS and its associated registered providers, plus Non-Tuition Materials Fees and Overseas Students Health Cover fees. Other Non-Tuition Fees are excluded and thereby non-refundable.

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 ELSIS, 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 ELSIS.

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 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 ELSIS, 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. ELSIS will then process the application and refund the approved amount to the student.

If a student withdraws their visa application on request from ELSIS, the student will be entitled to a Full Refund of Course Tuition Fees OR CoE Security Deposit plus Non-tuition Fees, minus 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 apply for a refund of Fees, and ELSIS will process the application and refund the approved amount to the student.

If a student cannot start their course on time because the Visa Application processing is delayed by circumstances beyond the student's control, ELSIS will defer the student's enrolment and provide a new CoE for the next commencement date, providing an Application for Deferral of Enrolment is submitted before the Census date with documentary evidence relating to the delay in visa processing. ELSIS will provide No Refund if the student fails to submit an Application for Deferral of Enrolment by the required date.

If a student's visa is cancelled because they fail to comply with enrolment conditions or breach their visa conditions: there will be No Refund of Unspent Tuition Fees and Materials Fees for their current course and any subsequent package course for which Tuition Fees have been pre-paid.

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

If ELSIS or one of its associated providers cancels a course for which it has issued a CoE offers an alternative equivalent course at no extra cost to the student, and a student **accepts** that offer, the student will be issued with a Letter of Offer (LoO) for the alternative course. Pre-paid Tuition Fees for the original course will be fully refunded and the student will be invoiced for the alternative course fees, or on the student's request, the pre-paid fees will be transferred from discontinued course to alternative course; and the student will be issued with a CoE for the equivalent alternative course.

If ELSIS or one of its associated providers cancels a course for which it has issued a CoE offers an alternative equivalent course at no extra cost to the student, but a student **rejects** that offer and seeks a release to pursue an equivalent alternative course with another provider, there will be No Refund of Unspent Tuition Fees for the student's current course nor of any pre-paid Tuition Fees for any subsequent courses in their course package, subject to Appeal.

Refunds and Student Withdrawal, Package Courses

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal before or after the commencement date of a course which is part of a package program, they are entitled to No Refund of Course Tuition Fees or CoE Security Deposit, nor the Materials Fee for the course withdrawn from and any subsequent package courses; and a Full Refund of their Overseas Student Health Cover Fee if the cancellation/withdrawal is before the course commencement date. The student will submit their Discontinuation/Withdrawal Application and Refund Application, and ECA will process the application and complete all processing and reporting of cancellation.

If a student's CoE is cancelled for a breach of their 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 Course Tuition Fees or CoE Security Deposit, nor the Materials Fee for the course withdrawn from and any subsequent package courses; and No 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 and any subsequent package courses plus associated Non-Tuition Fees, 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, 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, and No Refund of their Overseas Student Health Cover Fee.

The student will receive a Full Refund of their Overseas Student Health Cover Fee if they withdraw before the commencement date of their first package course; or if they withdraw after the commencement date of their first package course.

Refunds and Student Withdrawal, Non-package Courses

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 the lesser of 5% of the amount of Course Fees received before the default date or \$500; and a Full Refund of their Overseas Student Health Cover Fee.

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 the lesser of 5% of the amount of Course Fees received before the default date or \$500; and a Full Refund of their Overseas Student Health Cover Fee.

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 pre-paid Course Tuition Fees or CoE Security Deposit plus Enrolment and Materials Fees, minus the lesser of 5% of the amount of Course Fees received before the default date or \$500; and a Full Refund of their Overseas Student Health Cover Fee.

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal less than 2 weeks (14 days) before, or after the commencement date of their non-package course, they are entitled to No Refund of their pre-paid Course Tuition Fees or CoE Security Deposit and Materials Fee, a Full Refund of their Overseas Student Health Cover Fee if cancellation is before the official commencement date; or No Refund of their Overseas Student Health Cover Fee if cancellation is after the official commencement date.

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.

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.

Accommodation Refunds

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 CozyStay accommodation.

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 part refund of their pre-paid Homestay rent (they forfeit their Placement Fee and 2 weeks rent); and a part refund of their CozyStay rent (they forfeit \$350.00).

If a student cancels their accommodation less than 2 days (48 hours) before their arrival date they are not entitled to any refund (they forfeit all their pre-paid rent).

OSHC Refunds

If a student cancels or withdraws from a course after the commencement date they may submit a Refund Application directly to the OSCH fund.

Agents' Fee Refunds

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

Refund Procedures

On-shore 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 ELSIS 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 ELSIS feeder courses will be approved and the student will be informed.

Applications for withdrawal from the ELSIS 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.

EL SIS REFUNDS POLICY, PROCEDURES AND ACTIONS: Student Guide	
Schedule A, Visa Issues: Visa Application Rejection or Processing Delay; Visa Cancellation or Breach; Change of Visa Status	
Situation	Refund
Student's visa application is rejected. (We will need to sight a verified letter from the Australian Embassy/Consulate rejecting the application).	Full Refund: Tuition Fees * for cancelled course/s Full Refund: OSHC Fee.
Student withdraws their visa application on request from ECA.	Full Refund: Tuition Fees* for cancelled course/s Full Refund: OSHC Fee.
Student cannot start their course on time because the Visa Application processing is delayed by circumstances beyond the student's control.	No Refund: ECA will defer enrolment and provide new documentation for the next Commencement Date if Application for Deferral of Enrolment is submitted.
Student's visa is cancelled because they fail to comply with enrolment conditions or breach their visa conditions.	No Refund of Unspent Tuition and Materials Fees for current course and any subsequent package course for which fees have been pre-paid. No Refund: OSHC Fee.
Schedule B. Provider Default: ELSIS Fails to Start the Agreed Course or is Unable to Deliver it in Full	
Situation	Refund
ECA cancels a course and does not offer an equivalent alternative course at no extra cost.	Full Refund: Tuition Fees * Full Refund: OSHC Fee.
ECA Cancels the Agreed Course but offers an alternative equivalent course at no extra cost to the student. Student chooses to Accept the offer of the alternative course.	No Refund: Student issued LoO for the alternative course. The pre-paid Tuition Fees will be fully refunded and the student will be invoiced for the alternative course fees, or on the student's request, the pre-paid fees will be transferred from discontinued course to alternative course. Student issued CoE for the equivalent alternative course.
ECA Cancels the Agreed Course but offers an equivalent alternative course at no extra cost to the student. Student Rejects Offer. Student chooses to pursue an alternative course with another provider.	No Refund of Unspent Tuition Fees for current course and any subsequent package course for which fees have been pre-paid, subject to Appeal.
Schedule C, Student Default: Course Withdrawal/Release Package Program Courses	
Situation	Refund
Cancellation/Withdrawal before or after the Commencement Date of a course which is part of a package program.	No Refund: Paid Course Tuition and Non-Tuition Fees for the course withdrawn from and any subsequent package courses. Full Refund: OSHC Fee if withdrawal is before course commencement date. No Refund: OSHC Fee if withdrawal is after course commencement date.
Cancellation of CoE and Reporting for breach of student visa conditions, conditions of enrolment and/or National Standards (Unsatisfactory Attendance, Unsatisfactory Academic Progress, Non-payment of Fees, etc.)	No Refund: Paid Course Tuition and Non-Tuition Fees for the course withdrawn from and any subsequent package courses. No Refund: OSHC Fee.
Cancellation/Withdrawal due to demonstrated Compassionate and/or Compelling Circumstances, and approved by ELSIS.	Full Refund (if withdrawal is before course start date): Tuition Fees * Part Refund: Unspent Tuition Fees for current course at time of withdrawal if withdrawal is after course commencement date. Full Refund: OSHC Fee if withdrawal is before course commencement date. No Refund: OSHC Fee if withdrawal is after course commencement date.
Schedule D, Student Default: Course Withdrawal/Release Non-Package Courses	
Situation	Refund
Cancellation/Withdrawal more than 8 weeks (56 days) before the commencement date for a non-package course CoE.	Full Refund: Tuition Fees * Full Refund: OSHC Fee.
Cancellation/Withdrawal more than 4 weeks (28 days) but less than 8 weeks before the commencement date for a non-package course CoE.	75% Refund: Tuition Fees * Full Refund: Materials Fee and OSHC Fee.
Cancellation/Withdrawal more than 2 weeks (14 days) but less than 4 weeks before the commencement date for a non-package course CoE.	50% Refund: Tuition Fees * Full Refund: Materials Fee and OSHC Fee.
Cancellation/Withdrawal less than 2 weeks (14 days) before initial course start date or after the official course commencement date.	No Refund: Tuition Fees OR CoE Security Deposit & Materials Fee Full Refund: OSHC Fee if cancellation is before official commencement date. No Refund: OSHC Fee if cancellation is after official commencement date.
Cancellation of CoE and Reporting for breach of student visa conditions, conditions of enrolment and/or National Code Standards (Unsatisfactory Attendance, Unsatisfactory Academic Progress, Non-payment of Fees, etc.)	No Refund: Tuition Fees OR CoE Security Deposit & Materials Fee. No Refund: OSHC Fee.
Cancellation/Withdrawal due to demonstrated Compassionate and/or Compelling Circumstances.	Full Refund (if withdrawal is before course commencement date): Tuition Fees * Part Refund (if withdrawal is after course commencement date): Unspent Tuition Fees for course at time of withdrawal. Full Refund: OSHC Fee if withdrawal is before course commencement date. No Refund: OSHC Fee if withdrawal is after course commencement date.
Schedule E, Accommodation Problems	
Situation	Refund
Cancellation more than 2 weeks (10 working days) before student's arrival date.	Full Refund: Pre-paid rent for Homestay and CozyStay.
Cancellation from 2 days (48 hours) to 2 weeks before student's arrival date.	Part Refund: Homestay forfeits Placement Fee and 2 weeks Rent. Part Refund: CozyStay: forfeits \$350.00.
Cancellation less than 48 hours before student's arrival date.	No Refund.
* Tuition Fees OR CoE Security Deposit plus Enrolment and Materials Fees for the cancelled course/s minus the lesser of 5% of the amount of Course Fees received before the default date or \$500.	

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; and/or
 - o 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.