

International student refund policy table (please read carefully)

Refund Procedures

1. Refund Procedures

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

1.2. Refunds and non-issuance of CoE

If ELSIS does not issue a CoE the student is entitled to a full refund. To receive the refund, the student is required to notify ELSIS through a Withdrawal and Refund form.

1.3. Refunds for Student default

1.3.1. If a student does not start their course, they will be reported for non-commencement within 9 days of no contact, and the CoE will be cancelled. The student will be not be entitled to a refund of Course Fees received before the default date or a Full Refund of the Overseas Student Health Cover Fee.

1.3.2. 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 9 days of no contact. The student will not be entitled to a refund of Course Fees received before the default date and a Full Refund of the Overseas Student Health Cover Fee as per <https://allianzassistancehealth.com.au/en/helpcentre/oshc/cancelling-your-policy/>.

1.4. Refunds for Provider default

1.4.1. If ELSIS 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 for the cancelled course, any subsequent package courses, and associated non-tuition fees, plus a Full Refund of the Overseas Student Health Cover Fee.

1.5. Refunds and Visas

1.5.1. If a student has accepted an offer of enrolment at ELSIS 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 a \$500 Administration fee, and a full refund of the OSHC fee. The student must 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. ELSIS will process the application and refund the approved amount to the student following the process outlined in these Refund Procedures.

1.5.2. 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, ELSIS 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.

1.5.3. If a student commences study but their visa application is subsequently refused, they are entitled to a refund of unused tuition fees plus a partial refund of the OSHC fee.

1.6. Cancellation of visa due to non-compliance or breach

1.6.1. 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 the CoE security deposit, or the Materials Fee.

1.6.2. Any possible refund for 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.

1.7. Refunds and Student Withdrawal – Package Program

1.7.1 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 course will be entitled to a refund of prepaid course fees if the withdrawal is before course start date.

1.8. Refunds and Student Withdrawal, Non-package Courses

1.8.1. If a student withdraws more than 28 days before the commencement date of their non- package course, and the CoE is cancelled as a result of their withdrawal, they are entitled to either 80% of pre-paid tuition course and material fees or their CoE Security Deposit plus a full refund of their Overseas Student Health Cover Fee. No refund of the enrolment fee is possible.

1.8.2. If a student withdraws 28 days or less before the commencement date of their non-package course and the CoE is cancelled they are entitled to a 50% refund of their pre-paid course tuition and material fees plus a full refund of their Overseas Student Health Cover Fee. No refund of the enrolment fee is possible.

1.8.3. If a student withdraws 14 days or less before the commencement date of their non-package course and the CoE is cancelled they are entitled to a 25% refund of their pre-paid course tuition and material fees plus a full refund of their Overseas Student Health Cover Fee. No refund of the enrolment fee is possible.

1.8.4. If a student withdraws on or after the course commencement date all outstanding fees until the effective cancellation date must be paid in full. If the same student requires a release letter, the tuition fees must be paid before applying for a release or the student's application for withdrawal will be rejected.

1.9. Accommodation Refunds

Students should contact and communicate directly with the accommodation provider. ELSIS does not deliver these services and does not process refunds for accommodation.

1.10. Agents' commissions

Agents will forfeit all rights to Agent Commission payment for students who fail to commence a course.

1.11. Refund Procedures for students

1.11.1. Students may apply for a refund by completing and submitting on-line an ELSIS Refund Form. Student must have an approved withdrawal application before completing a Refund form.

1.11.2. Applications for withdrawal from the ELSIS courses and related refunds will be processed within 20 working days and, if successful, progressed with recommendations to the Accounts Manager for determination of the refund application.

1.11.3. 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.

1.11.4. All Approved Refunds will be paid within 20 working days of their being approved.

1.11.5. 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. Each application will be considered on a case by case basis.

1.11.6. Refunds will be made in Australian dollars and ELSIS reserves the right to make refunds payable in the country of origin.

1.11.7. 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.

1.11.8. If a student is not happy with the refund outcome, they can apply for a refund appeal by contacting ELSIS Student Services. The appeal will be assessed within 10 working days from the time of its submission. Such an appeal will be assessed by ELSIS General Manager & ECA Accounts Manager.

1.11.9. If approved, the Refund Request Form will be signed by the General Manager and will be sent to ECA accounts departments for processing. The student will then be notified immediately.

Refund Procedures

Compassionate and Compelling Circumstances

Compassionate and Compelling Circumstances are 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 within two weeks of the scheduled start date; or to attend scheduled classes for a significant period of time during the enrolment period.

Such circumstances include, but are not limited to: Inability to begin studying at the scheduled date due to the late issue of a student's visa and consequent delay in travel to Australia; serious illness or injury, where a verified medical certificate states that the student was unable to attend on the commencement date and/or for a significant time through the course; bereavement of close family members such as parents, siblings or grandparents (where possible a death certificate should be provided); 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); major political upheaval or natural disaster in the home country preventing their departure for Australia or requiring their emergency travel to their home country; and a traumatic experience.

Evidence

All applications for special leave must be supported by documentary evidence which will vary with regard to the specific circumstances, but could include: relevant DIBP 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.

Definitions

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.

Definitions

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:
 - 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;
 - the student breached a condition of his or her student visa; 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.