FEE REFUND POLICY

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SECTION A - INTRODUCTION

A.1 Purpose

This policy outlines the circumstances under which students are eligible for fee refunds and the amounts refundable in such cases.

A.2 Scope

This policy applies to all previous, prospective and current students (including student applicants) of any of the programs operated by Eynesbury. It does not cover students in Eynesbury Senior College.

A.3 Definitions

Word/Term	Definition
Bursary	A reduction in tuition fees granted under certain conditions
Census date	For students enrolled in an ECAE Program the census date is the first day of any teaching period For students enrolled in an EIBT program the census date is the last working day of week four (4) of any study period For students enrolled in an EC Program the census date is the last working day of week two (2)
Course	An Eynesbury College or EIBT course is defined as a single unit of study offered during a study period An ECAE course is defined as a five week teaching block
Deferral	Where a student has not enrolled for the current study period and wishes to defer until the following study period
ELICOS	English Language Intensive Courses for Overseas Students program provided by the Eynesbury College Academy of English
Enrolment	The record created in the student management system when an Offer is converted to a state of being accepted
Expulsion	Student expelled due to misbehaviour as defined in the Student Code of Conduct
Eynesbury	The general term used to collectively describe Eynesbury College, Eynesbury Institute of Business and Technology and Eynesbury College Academy of English
False or misleading information	Information that is not genuine

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Leave of Absence	An approved suspension of student's studies for a portion of a study period, where the student is currently enrolled in an Eynesbury program
Letter of Offer	Written agreement between Eynesbury and the student. Once signed this becomes a binding contract and the student becomes responsible for the payment of the fees
National Code	Set of nationally consistent standards that governs the protection of overseas students and delivery of courses to those students by providers registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS)
Medical certificates	A signed statement from a registered medical practitioner health practitioner or approved health specialist certifying a period of time during which a student is/has been affected by a medical condition impacting on their participation and/or attendance. A medical certificate may be issued by the following medical and health practitioners registered under the *Health Practitioner Regulation National Law*: • medical practitioner • psychologist • chiropractor • dentist • optometrist • osteopath • physiotherapist • podiatrist • other health specialists as approved: http://www.medicalboard.gov.au/Registration/Types/Specialist-Registration/Medical-Specialties-and Specialty-Fields.aspx
Non arrival	A student who has not presented or enrolled in their course at Eynesbury
Partner Institution	Any institution that the provider has an agreement with to package students
Program	An Eynesbury College or Eynesbury Institute of Business and Technology program is defined as a number of courses leading to an award as specified in the Letter of Offer An ECAE program is as defined in the letter of offer
Program fee	The sum of the tuition fees received and any non-tuition fees received (comparable to 'course fees' in legislation)
Provider default	Eynesbury, as the provider, will have defaulted if: • it fails to provide a program to a student on the starting day specified in the letter of offer; or • it ceases to provide a program after it starts but before it is completed, as specified in the letter of offer, and the student has not withdrawn before then
Registered medical practitioner	A professional who is registered and listed on the Australian Health Practitioner Regulation Agency (AHPRA) website https://www.ahpra.gov.au/Registration/Registers-of-Practitioners.aspx
Student default	A student will have defaulted if: • they do not start the program on the starting day specified in the letter of offer and have not previously withdrawn

	• they formally withdraw from the program either on or after the starting day specified in the letter of offer agreement; or • they fail to pay an amount they were liable to pay Eynesbury, as specified in the letter of offer
Study Period	• Ten (10) teaching weeks unless a shorter period of study as per the student letter of offer and/or course progressions • a teaching trimester • one semester of approximately six months
Termination	A student may be terminated for the following reasons (not exhaustive) • Unsatisfactory Academic Progress • Poor Attendance • Academic Misconduct • Non-enrolment • Non-payment of fees • Any other serious breach of Eynesbury rules Termination is an action initiated by Eynesbury
Tuition fees	Includes fees directly related to the provision of a Course that Eynesbury as the provider is delivering, or offering to deliver. Tuition fees do not generally include such things as health cover, transportation, accommodation, books or equipment even if they are pre-paid by the student directly to Eynesbury and purchased by Eynesbury on behalf of the student
Withdrawal from course	Formal withdrawal, initiated by the student, from a single unit of study offered during a study period.
Withdrawal from program	Formal withdrawal, initiated by the student, from the primary award in which the student is enrolled

A.4 Acronyms

Abbreviation	**Phrase or Word**
DIBP	Department of Immigration and Border Protection
EC	Eynesbury College
ECAE	Eynesbury College Academy of English
EIBT	Eynesbury Institute of Business and Technology
PR	Permanent Residence

SECTION B - POLICY STATEMENT

B.1 Principles

This policy is based upon the formal relationship that exists between Eynesbury and the student for the provision of the education program. Students have the right to full information regarding the policy, and have opportunities for appealing decisions.

B.2 Policy

1 Fees

1.1 Fees are:
- established by the management of Eynesbury
- payable to the Eynesbury Student Fees Account
- clearly stated on the letter of offer, and information is made accessible to potential students

1.2 Once a student accepts an offered place by signing the Letter of Offer, a binding contract is created between the student and Eynesbury. Unless other arrangements have been made with the College Director, the following tuition fees are payable at the time of acceptance for a program:
- EC and EIBT – program fee for the first study period as stated on the letter of offer
- ECAE - the total program fee (up to a maximum of 25 weeks) as stated on the letter of offer

1.3 The person signing the acceptance forms is liable for payment of all fees.

2 Refunds

2.1 A student who wishes to claim a fee refund will need to complete and submit the appropriate paperwork. The refund will be calculated in accordance with the conditions set out in the Fee Refund Schedule (Appendices 1-4).

2.2 Students who are officially sponsored will not be permitted to request a refund of any tuition fee credits. In such circumstances, the recorded sponsor must apply to Eynesbury for a refund.

2.3 Refunds will be paid in Australian dollars to the person who enters into the contract with Eynesbury (usually the student) unless that person gives a written direction to pay the refund to another person.

2.4 Refunds will be made by direct deposit (electronic funds transfer) into a bank account (consistent with 2.3 of this policy) nominated by the student on the Refund Request Form unless the payment was made via credit card in which case the refund will be paid to the same credit card.

2.5 Refunds will be paid within four (4) weeks of receiving the completed Refund Request Form or the default day, except in cases of provider default where the refund will be paid within two (2) weeks.

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2.6 In the case of Australian students who have elected to defer their payments through FEE-HELP, where the Refund Request Form is received before the census date, Eynesbury will make adjustments to the student's record to ensure no FEE-HELP debt is incurred.

2.7 Refunds will be assessed in accordance with the refund policy that applies at the time the completed refund form has been submitted.

3 Census date

3.1 Any amendments to study received after the census date does not change the liability for the payment of fees.

4 Leave of Absence

4.1 For EC and EIBT, where the Manager, Student and Academic Services approves Leave of Absence from their program prior to census in a study period the fees will be transferred to a later start date without penalty for 12 months only. If the student subsequently withdraws the refund will be calculated from the date of receipt of the original request for Leave of Absence.

4.2 For refund purposes, where a student is granted Leave of Absence after the census date of the study period, it will be treated as a withdrawal.

4.3 For ECAE a leave of absence must be approved before the start of the course by the ECAE Director of Studies.

4.4 If the student does not return to study for the next available study period, they will be deemed to have deferred from their program.

5 Deferral

5.1 Where a student wishes to defer the start of their program, the fees will be held without penalty for 12 months only.

5.2 If the student subsequently withdraws, the refund will be calculated as at the date of receipt of the original request for deferral.

5.3 If the student does not commence study within 12 months of the start of their program, they will be deemed to have withdrawn from their program.

5.4 A student who does not return to study from a combination of leave of absence and or deferral for more than 12 months will be deemed to have withdrawn from their program.

6 Exceptional circumstances

6.1 A student whose cancellation of enrolment was due to exceptional circumstances may request a change to the refund specified in the Fee Refund Schedule below, or request a reduction of their FEE-HELP debt.

6.2 Requests must be made in writing to the Director Shared Services within 12 months of the date of the withdrawal or leave of absence.

6.3 Requests must outline the exceptional circumstances concerning the withdrawal and include documentary evidence such as medical certificates to support the request.

6.4 Eynesbury will only accept original medical certificates signed by registered medical practitioners, health practitioners or approved health specialists. Back-dated medical certificates will not be accepted except at the discretion of the Director Shared Services.

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7 International students granted Permanent Residency

7.1 International students granted Permanent Residency (PR) in Australia will become eligible to pay domestic student tuition fees subject to clause 7.2.

PR status is recognised from the date residency is granted by the Department of Immigration and Border Protection (DIBP). If the international tuition fee has already been paid, the difference between that fee and any owing under the applicable rate for a permanent resident in that program will be refunded if the student provides original documentation to prove PR status by the census date for that study period.

7.2 If PR is granted after the census date or the request and evidence is provided after the census date, the student is classified as an international student for the remainder of that study period and must pay international tuition fees for that study period. From the following study period, the student is classified as a Permanent Resident and will be charged the appropriate domestic student fee.

8 Return to studies

8.1 A student who has been subject to a cancellation charge and returns to their studies no more than two (2) study periods after their withdrawal may apply to have 50% of their cancellation charges credited to their account.

8.2 Amounts will only be credited to the tuition account when the new application has been accepted and payment of the initial fee amount received.

8.3 Should the student subsequently withdraw, the amount credited will be reversed and new cancellation charges will be calculated in accordance with the applicable Fee Refund Schedule.

9 Provider default

9.1 In the event of a provider default, Eynesbury will compensate the student within 14 days of the default day.

9.2 Eynesbury will compensate by either:

a) Arranging for the student to be offered a place in an alternative program at Eynesbury's expense and the student accepts the offer in writing; or
b) Providing a refund of prepaid fees as stipulated in the Fee Refund Schedule

10 Student default – refund under the Letter of Offer

10.1 The Letter of Offer:

a) Directs the student to read and acknowledge their understanding of the refund requirements that apply if the student defaults; and
b) Meets the requirements (if any) set out in the National Code

10.2 In the event of a student default, Eynesbury will pay the refund due within four (4) weeks of receiving a written claim from the student.

11 Refund when a visa is refused or visa renewal rejected

11.1 On receipt of proof of visa refusal or if the letter of offer was not signed, the student will be entitled to a refund of funds received by Eynesbury in accordance with the relevant schedule (listed in Appendices 1-4).

11.2 Eynesbury will pay the refund due within of four (4) weeks following the receipt of a completed refund application form. The receipt date is calculated from the date the fully completed refund form is submitted.

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11.3 Where a commencing student has an Eynesbury packaged offer then the refund under a visa refusal will be calculated in the following manner:
(i) ECAE offer – assessed under Visa Refused in Appendix 3.
(ii) EIBT or EC offer – Withdrawal from Program (commencing) – More than 10 weeks prior to the commencement of program

11.4 Where an international student's visa renewal is rejected due to a breach in visa conditions, the student must withdraw from Eynesbury and there will be no refund.

12 Withdrawal from study by bursary recipients

12.1 Recipients of bursaries who withdraw from their packaged Eynesbury pathway will have their bursary revoked and their refund of tuition fees will be reduced by the amount of the original bursary credit.

13 Transfer between ECAE and another Eynesbury or other partner institutions that the student is packaged with

13.1 Where a student enrolled in an ECAE program receives an unconditional offer for direct entry to a program at Eynesbury or other partner institution that the student is packaged with, the student will be entitled to a full refund of tuition fees received for future courses and fees will be transferred directly to the relevant institution.

13.2 Where a student enrolled in an ECAE or other Eynesbury program receives an unconditional offer for direct entry to a program at any institution other than a partner institution that the student is packaged with, the student will be entitled to a refund of tuition fees in accordance with the Fee Refund Schedule.

13.3 Where an ECAE student seeks to extend their ELICOS studies beyond their expected Eynesbury program start date, the student may apply for up to 70% of their Eynesbury tuition account balance to be transferred to pay ECAE tuition fees.

14 False or misleading information

14.1 If a student is found to have provided false or misleading information at any time, excluding visa refusal, Eynesbury reserves the right to retain up to 100% of any program fees paid and DIBP will be informed.

14.2 In the event that the student has enrolled, Eynesbury may terminate that student's enrolment and there is no entitlement to a refund.

15 Other conditions

15.1 All requests for refunds must be made in writing on the appropriate paperwork and must be completed in full to be considered lodged.

15.2 No refunds of tuition fees will be given unless a student has either completed their Eynesbury program, withdrawn or had their enrolment terminated for unsatisfactory progress. A student whose enrolment is terminated by Eynesbury during the course of a study period as a result of seriously breaching Eynesbury rules will not be entitled to any refund of tuition fees.

15.3 Any overpayment of fees by a student will remain credited towards their account and be applied against charges in the next study period, or be available for refund if there is no subsequent study period.

15.4 A student who fails to re-enrol in a study period by the last day to enrol will be deemed to have withdrawn from their program. Cancellation charges will be applied effective of the last day of enrolment.

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15.5 Eynesbury reserves the right, at its own discretion, not to offer a program previously made available. Where a student is unable to enrol in a similar program at Eynesbury and the enrolment is cancelled they will be refunded in accordance with the Fee Refund Schedule (refer Provider Default).

15.6 Students who cancel their health cover and provide evidence of replacement cover will be entitled to a refund of the unused premium.

15.7 In the event of a student fatality, 100% of fees paid for the current and any future semester will be refunded to the student's estate or next of kin.

15.8 Eynesbury will use its best endeavours to ensure that students are aware of any available refunds under this policy, however, it is the responsibility of the student to be aware of any available refunds on their account and to maintain current contact details. Any balance remaining on the student account three months after the student has completed, cancelled or withdrawn from the program will be forfeited. Students can access their account details through Eynesbury's student portal.

16 Appeals

16.1 Students who are not satisfied with any decision may register an appeal in accordance with the **Student Grievances and Appeals Policy and Procedure.**

16.2 Eynesbury's Student Grievances and Appeals Policy and Procedure applies to all students who have a current enrolment in any of the programs operated by Eynesbury.

16.3 A student who is required to enrol in their next program or course, but has registered an appeal and is waiting a determination, will be refunded 100% of the fees if the appeal is upheld through the internal or external appeal process.

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SECTION C - GOVERNANCE

C.1 Responsibility

Identification	Fee Refund Policy
Policy Owner	Commercial Finance Manager
Initial Issue date	December 2009
Directory Location	Shared Services, Policies

C.2 Version Control

Current Version Number	7.2
Date of Effect	2/2018
Review Date	6/2020
Privilege Level	Public

C.3 Legislative and Organisational Context

Name
ESOS Act 2000
ESOS (Calculation of Refund) Specification 2014
The National Code of Practice 2007

SECTION D - PROCEDURE

D.1 Related Procedures

Student Grievance and Appeals Procedure

D.2 Related Policies

Student Grievance and Appeals Policy

Appendix 1 - EIBT FEE REFUND SCHEDULE

NOTIFICATION PERIOD	REFUND
Withdrawal from single course(s)	**Domestic / International students**
Prior to week 4	100% of the course fee credited to the following semester or cancellation of FEE-HELP liability.
After week 4	No refund and liability for any outstanding tuition fees.
Withdrawal from program	**Domestic students**
Prior to week 4	100% of tuition fees.
After week 4	No refund and liability for any outstanding tuition fees.
Withdrawal from program (commencing)	**International Students**
More than 10 weeks prior to commencement of program	100% of program fees less A$200 administration fee, plus any unused non-tuition fees in accordance with Appendix 4
More than 4 weeks and up to 10 weeks prior to commencement of program	70% of program fees for the first study period plus any unused non-tuition fees in accordance with Appendix 4 plus 100% fees for any subsequent study period.
4 weeks or less prior to commencement of program	40% of program for the first study period plus any unused non-tuition fees in accordance with Appendix 4 plus 100% fees for any subsequent study period.
Weeks 1 – 4	30% of tuition fees for the first study period plus any unused non-tuition fees in accordance with Appendix 4 plus 100% fees for any subsequent study period.
After week 4	No refund and liability for any outstanding program fees.
Withdrawal from Program (continuers)	
Prior to commencement of teaching	100% of prepaid tuition fees (after minimum of 4 courses).
Weeks 1 – 4	30% of tuition fees for the study period.
After week 4	No refund.
Visa Refused(student default when a visa is refused) or Cancelled	

NOTIFICATION PERIOD	REFUND
Visa Refused (initial application) off-shore (Proof of refusal necessary or written agreement not signed)	100% of program fees and non-tuition fees minus the lesser of A$500 or 5%.
Visa Cancelled or visa renewal on-shore rejected (For any reason)	No refund and liability for any outstanding program fees.
Non-Arrival (student default under the written agreement)	
Refund requested within 12 months of expected commencement date	30% of tuition fees for the study period.
Late arrival	No refund for missed classes.
Other Reasons	**All Students**
Deferral (prior to commencement)	Program fees can be transferred to a later start date within 12 months.
Deferral – failing to re-commence within 12 months	No refund
Leave of Absence (prior to Week 4)	Tuition fees can be transferred to a later start date within 12 months.
Leave of Absence – failure to return to study within 12 months	No refund
Transfer to SAIBT/CELUSA or the partner institution that the student is packaged with	100% of balance of tuition fees paid for future courses will be transferred to SAIBT/CELUSA or partner institution that the student is packaged with.
Transfer to any other institution (Proof of meeting entry requirements must be provided)	Refer to **Withdrawal from program.**
Student expelled	No refund.
Student terminated (for unsatisfactory progress)	100% of unused tuition fees paid.
Student terminated (for any other reason)	No refund.
Program cancelled	100% refund.
Provider default	100% of balance of program fees.

NOTIFICATION PERIOD	REFUND
Applications for refunds should be made on the *Request for refund* form available from Student Services and the Eynesbury website. The form should be lodged with Student Services as soon as possible after the reason for a refund arises.	

Appendix 2 – EYNESBURY COLLEGE FEE REFUND SCHEDULE

NOTIFICATION PERIOD	REFUND
Withdrawal from program	**Domestic students**
Prior to week 4	100% of program fees.
After week 4	No refund and liability for any outstanding tuition fees.
Withdrawal from program (commencing)	**International Students**
More than 10 weeks prior to commencement of program	100% of program fees less A$200 administration fee, plus any unused non-tuition fees in accordance with Appendix 4.
More than 4 weeks and up to 10 weeks prior to commencement of program	70% of program fees for the first study period plus any unused non-tuition fees in accordance with Appendix 4 plus 100% of fees paid for any subsequent study period
4 weeks or less prior to commencement of program	40% of program fees for the first study period plus any unused non-tuition fees in accordance with Appendix 4 plus 100% of fees paid for any subsequent study period
Weeks 1-2	30% of the program fees for the first study period plus any unused non-tuition fees in accordance with Appendix 4 plus 100% of fees paid for any subsequent study period.
After Week 2	No refund and liability for any outstanding program fees.
Withdrawal from program (continuers)	
Prior to commencement of teaching	100% of prepaid tuition fees.
Weeks 1-2	30% of tuition fees paid for the study period.
After week 2	No refund.
Visa Refused (student default when a visa is refused) or Cancelled	
Visa Refused (initial application) off-shore (Proof of refusal necessary or written agreement not signed)	100% of program fees and non-tuition fees minus the lesser of A$500 or 5%.
Visa Cancelled or visa renewal on-shore rejected (For any reason)	No refund and liability for any outstanding program fees.

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NOTIFICATION PERIOD	REFUND
Visa Cancelled or visa renewal rejected (For any reason)	No refund and liability for any outstanding program fees.
Non-Arrival (student default under the written agreement)	
Refund requested within 12 months of expected commencement date	30% of tuition fees for the study period.
Late arrival	No refund for missed classes.
Other Reasons	**All Students**
Deferral (prior to commencement)	Program fees can be transferred to a later start date within 12 months.
Deferral – failing to commence within 12 months	No refund
Leave of Absence (prior to Week 4)	Tuition fees can be transferred to a later start date within 12 months.
Leave of Absence – failure to return within 12 months	No refund
Transfer other partner institution that the student is packaged with	100% of balance of tuition fees paid for future courses will be transferred to the partner institution that the student is packaged with.
Transfer to any other institution (Proof of meeting entry requirements must be provided)	Refer to **Withdrawal from program.**
Transfer to EIBT or SAIBT	100% of tuition fees transferred.
Student expelled	No refund.
Student terminated (for unsatisfactory progress)	100% of unused tuition fees paid.
Student terminated (for any other reason)	No refund.
Program cancelled	100% refund.
Provider default	100% of balance of program fees.
Applications for refunds should be made on the *Request for refund* form available from Student Services and the Eynesbury website. The form should be lodged with Student Services as soon as possible after the reason for a refund arises.	

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Appendix 3 - EYNESBURY COLLEGE ACADEMY OF ENGLISH FEE REFUND SCHEDULE

NOTIFICATION PERIOD	REFUND
Withdrawal before start of program (commencers)	
More than 28 days before the start date	100% of program fees less $200 administration fee plus any unused non-tuition fees in accordance with appendix 4.
28 days or less before the start date	80% of program fees less $200 administration fee plus any unused non-tuition fees in accordance with appendix 4.
Withdrawal after start of program (commencers and continuers)	
Any time after the commencement of teaching	• No refund of tuition fees for the current course. • No refund of tuition fees for next study period. • 100% of remaining tuition fees paid.
Visa (student default when a visa is refused) cancelled or renewal rejected	
Visa Refused (initial application) off-shore (Proof of refusal necessary or written agreement not signed)	100% of program fees and non-tuition fees minus the lesser of A$500 or 5%.
Visa Cancelled or visa renewal on-shore rejected (For any reason)	No refund and liability for any outstanding program fees.
Visa Cancelled or visa renewal rejected (For any reason)	No refund and liability for any outstanding program fees.
Non-Arrival (student default under the written agreement)	
Refund requested within 12 months of expected commencement date	30% of tuition fees paid.
Late arrival	No refund for missed classes.
Other Reasons	
Deferral (prior to commencement)	Tuition fees can be transferred to a later start date within 12 months.
Deferral – failing to commence within 12 months	No refund
Leave of Absence (after commencement)	Balance of tuition fees (after current program) can be transferred to a later start date within 12 months.

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NOTIFICATION PERIOD	REFUND
Leave of Absence – failure to return within 12 months	No refund
Transfer to SAIBT/CELUSA, Eynesbury College, EIBT or Partner institution that the student is packaged with	100% of balance of tuition fees paid for future courses will be transferred to Eynesbury College, EIBT or partner institution that the student is packaged with or SAIBT/CELUSA.
Transfer to any other institution (Proof of meeting English language prerequisites must be provided)	100% of the balance of tuition fees.
Transfer to another ECAE program	100% refund of any difference in tuition fees for future courses.
Student expelled	No refund.
Student terminated (for unsatisfactory progress)	100% of unused tuition fees paid.
Student terminated (for any other reason)	No refund.
Program cancelled	100% refund.
Provider default	100% of balance of program fees.
Applications for refunds should be made on the *Request for refund* form available from Student Services and the Eynesbury website. The completed form should be lodged with Student Services as soon as possible after the reason for a refund arises.	

Appendix 4 – ADDITIONAL SERVICES FEE REFUND SCHEDULE

NOTIFICATION PERIOD	REFUND
Non-use of accommodation service or guardianship fee	100%
Overseas Health Care	100% of unused premium based on calendar months
Applications for refunds should be made on the *Request for refund* form available from Student Services and the Eynesbury website. The completed form should be lodged with Student Services as soon as possible after the reason for a refund arises.	