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1. Purpose

This Policy sets out how Everest Institute manages fees, charges and refunds for students enrolled in offshore delivery outside Australia where Everest Institute delivers training and assessment directly and no third-party training or assessment arrangement applies.

This Policy is intended to ensure that fees, charges, withdrawals and refund decisions are clear, fair, consistent, documented, and communicated in a timely manner.

EI will include in its Student Agreement information, and website in relation to fees and refunds of course fee in case of Student or EI default. This policy and procedure will also inform the student about the processes for claiming a refund. EI reserves the right to amend this policy at any time to ensure compliance with all relevant legislation and regulations.

2. Scope

This Policy applies to students enrolled in courses delivered by Everest Institute outside Australia, where EI delivers training and assessment directly.

This Policy applies where:

- EI delivers the training and assessment directly
- no third-party training or assessment arrangement applies
- the student is enrolled under EI’s offshore written agreement, letter of offer, payment schedule and related policies.

This Policy does not apply where EI has issued a separate written agreement governed by:

- an Australian student visa, or CoE arrangement
- ESOS and CRICOS requirements; or
- any other statutory refund regime that must apply by law.

Where another law, regulator requirement or written agreement gives the student a more favourable right, EI will comply with that law, requirement or agreement.



3. Policy

Everest Institute will:

- provide students with clear, accurate and current information about fees, charges, payment terms, withdrawal processes and refund conditions before enrolment is finalised or before fees are required to be paid.
- charge only those fees and charges that are disclosed in the student's written agreement, Letter of Offer, payment schedule, or published Additional Fees and Charges Schedule on the website.
- assess refund requests consistently, fairly and on the basis of the written agreement, this Policy, the student's payment record, and the services actually delivered or committed specifically for that student.
- document refund decisions and communicate the decision and reasons to the student in writing.
- process approved refunds in the currency and manner stated in the written agreement, unless otherwise required by law or otherwise agreed in writing.

4. Definitions

Application Fee means the non-tuition fee payable on acceptance of the offer, as stated in the student's payment schedule.

Commencement Date means the agreed start date of the course stated in the student's Letter of Offer, and written agreement.

Course means the training product or course identified in the student's Letter of Offer and/or written agreement.

EI means Everest Institute of Education Pty Ltd trading as Everest Institute.

Material Fees means fees for learning materials, uniforms, kits, access credentials, resources or similar non-tuition items.

Non-Tuition Fees means fees that are not directly related to training and assessment delivery, including application fees, material fees, reassessment fees, reissue fees, RPL fees and similar charges.

Offshore Delivery means training and assessment delivered outside Australia by Everest Institute under its offshore delivery arrangements.

Payer means the person or entity that paid the relevant fee, whether the student or another person paying on the student's behalf.

Prepaid Fees means fees paid by or on behalf of a student before the relevant training and assessment services are delivered.

Refund means repayment of fees in whole or in part in accordance with this Policy, the written agreement and any applicable law.

Student means the person enrolled, or seeking to enrol, with Everest Institute under an offshore delivery arrangement.

Student Payment Schedule means the schedule setting out the fee breakdown, due dates and instalments.

Threshold Prepaid Fee Amount means the prepaid fee amount specified in the applicable standards or law from time to time for the same course.

Tuition Fees means fees directly related to the provision of training and assessment services.

Undelivered Services means training and assessment services not yet started or not yet provided at the date of the relevant event or written withdrawal notice or form.

Withdrawal Administration Fee means a pre-commencement withdrawal or cancellation fee, if any, that is expressly disclosed in the student's written agreement, Letter of Offer, or Additional Fees and Charges Schedule before enrolment is accepted.

Written Withdrawal Notice means a completed Withdrawal Form from the student advising they wish to withdraw, defer or cancel their enrolment.

5. Fees and Charges

5.1 Disclosure of fees and charges

Before enrolment is finalised, EI will provide or make available to the student:

- the Tuition Fees for the course
- any Non-Tuition Fees and other charges that may apply
- the payment schedule and due dates

5.2 Fees payable

The fees payable by the student are the fees stated in:

- the Letter of Offer
- the Student Agreement
- the Student Payment Schedule; and
- the Additional Fees and Charges Schedule in force at the time the student accepts the offer.

5.3 No undisclosed charges

EI will not charge a fee or charge that was not disclosed before enrolment, unless:

- the charge arises from an additional service requested by the student after enrolment; or
- the charge arises because the student elects to use an optional service after enrolment.

The relevant amount is disclosed before the additional or optional service is supplied.

5.4 Payment schedule

Fees must be paid in accordance with the student's written agreement and payment schedule. EI may accept payment by instalments where this is set out in the written agreement.

5.5 Receipts and records

EI will maintain records of fees invoiced and payments received and will provide a receipt or other written confirmation of payment where required by law or operational practice.

5.6 Currency

Unless stated otherwise in the written agreement, all fees and charges are stated in United States Dollars (USD).

5.7 Payment in another currency

- a. If the student pays in a currency other than USD, the student's bank or payment provider will determine the exchange rate and may charge additional fees.
- b. The student is responsible for ensuring EI receives the full USD amount due by the due date.

5.8 Bank, platform and intermediary charges

Any shortfall caused by exchange rate movements, intermediary bank fees, receiving bank fees, or payment platform charges remains payable by the student unless EI agrees otherwise in writing.

5.9 Taxes and government charges

Unless stated otherwise in writing, fees and charges do not include any local taxes, government charges, duties or similar imposts that may apply in the student's location. Where such amounts are imposed by mandatory law on the student or the payment transaction, they remain the responsibility of the student unless the law requires otherwise.

5.10 Refund payee

Approved refunds will ordinarily be paid to the Payer, unless:

- the written agreement states otherwise;
- the Payer authorises payment to the student in writing; or
- applicable law requires another arrangement.

5.11 Fee changes after acceptance

After the student accepts the offer, EI will not increase the Tuition Fees for that student's agreed course and intake unless:

- the change is required by law
- the student requests a change to the course, intake, mode, duration or services; or
- the student agrees in writing to the change.

5.12 Other non-tuition charges

Additional Non-Tuition Fees may apply only where disclosed in advance and may include, for example:

- Application Fee
- Material Fees
- RPL assessment fees (if applicable)
- reassessment fees
- reissue or replacement document fees
- optional service fees requested by the student.

6. Currency and Exchange Rates

- 6.1 Unless stated otherwise in the written agreement, all fees and charges are stated in United States Dollars (USD).
- 6.2 If the student pays in a currency other than USD, the student's bank or payment provider will determine the exchange rate and may charge additional fees.
- 6.3 The student is responsible for ensuring EI receives the full USD amount due by the due date.
- 6.4 Any shortfall caused by exchange rate movements, intermediary bank fees, receiving bank fees, or payment platform charges remains payable by the student.
- 6.5 Approved refunds will be processed in USD to the original payer unless otherwise required by law or agreed in writing.
- 6.6 Exchange rate differences and bank or payment provider fees are not grounds for an additional refund.

7. Prepaid Fee Protection

- 7.1 Everest Institute may accept prepaid fees in accordance with the student’s written agreement and payment schedule.
- 7.2 Where fee protection is required, EI will ensure the relevant arrangement supports an affected student to receive either:
- placement into an equivalent course or suitable replacement arrangement at no additional cost to the student, where this is available and lawful; or
 - a refund of protected Prepaid Fees for undelivered services, as required by applicable standards or law.
- 7.3 EI may choose to:
- limit the amount of prepaid fees collected before commencement; and/or
 - structure payment schedules in instalments to reduce risk and support compliance.

8. General Refund Principles

- 8.1 All refunds will be assessed having regard to:
- the student’s written agreement
 - this Policy
 - the student’s payment record
 - the services already delivered
 - the services not yet delivered; and
 - any Non-Tuition Fees, materials or external payment charges already properly incurred.
- 8.2 EI will calculate refunds using a method that is reasonable, documented and capable of explanation to the student.
- 8.3 EI will not retain general overhead, lost profit, or speculative opportunity costs as part of a refund calculation unless expressly permitted by law and lawfully documented in the student’s written agreement.
- 8.4 EI will not describe a fee as “non-refundable” where doing so would conflict with law or this Policy.

9. Refund Circumstances

<p>9.1 Provider cancellation or material delay before commencement</p>	<p>If Everest Institute:</p> <ul style="list-style-type: none"> • cancels a course before commencement • materially delays commencement and the student does not accept the revised Commencement Date; or • is otherwise unable to commence the course as agreed <p>EI will:</p> <ul style="list-style-type: none"> • refund all fees paid for Undelivered Services; or • with the student’s written agreement, transfer the fees to another intake or another suitable EI course. <p>In this circumstance, EI will not deduct any administration fee.</p> <p>Any Non-Tuition Fees will be refunded to the extent the relevant services or items have not yet been issued, ordered, activated, provided or used.</p>
<p>9.2 Provider cancellation after</p>	<p>If Everest Institute cancels a course after commencement, EI will:</p>



<p>commencement</p>	<ul style="list-style-type: none"> • refund Prepaid Tuition Fees for the portion of training and assessment not yet delivered from the effective date of cancellation; or • with the student's written agreement, transfer the student to another suitable EI course or intake and apply the paid fees to that replacement arrangement. <p>Non-Tuition Fees will be refunded only to the extent they relate to services or items not yet provided, issued, activated or used.</p>
<p>9.3 Material disruption beyond Provider's reasonable control</p>	<p>If delivery is materially disrupted by an event beyond EI's reasonable control, including government action, natural disaster, public health emergency, civil unrest, sanctions, major infrastructure failure or similar event, EI may offer one or more reasonable alternatives, including:</p> <ul style="list-style-type: none"> • revised scheduling • an alternative mode of delivery, where academically and operationally suitable • transfer to another intake; or • transfer to another suitable EI course. <p>If no suitable alternative is available, or the student does not accept a reasonable alternative, EI will refund fees paid for Undelivered Services.</p>
<p>9.4 Student withdrawal more than 28 days before commencement</p>	<p>If the student withdraws in writing more than 28 days before the Commencement Date, Everest will refund Tuition Fees paid, less</p>
<p>9.5 Student withdrawal 0 to 28 days before commencement</p>	<p>If the student withdraws in writing 0 to 28 days before the Commencement Date, EI will refund Tuition Fees paid, less:</p> <ul style="list-style-type: none"> • the Application Fee • any Withdrawal Administration Fee that was disclosed before enrolment in the written agreement, Letter of Offer or Additional Fees and Charges Schedule; and • any actual non-recoverable bank or payment-provider charges already incurred by EI. <p>If no Withdrawal Administration Fee was disclosed before enrolment, no such fee will be charged.</p> <p>Material Fees and other Non-Tuition Fees will be refunded only if the relevant services have not yet been issued, ordered, activated, provided or used.</p>
<p>9.6 Student withdrawal after commencement</p>	<p>If the student withdraws after commencement, any refund is limited to Prepaid Tuition Fees attributable to Undelivered Services from the effective date of withdrawal.</p>



	<p>No refund is payable for:</p> <ul style="list-style-type: none"> • training or assessment already delivered • the Application Fee • materials, uniforms, kits, access credentials or other resources already issued, activated, provided or used • RPL services already commenced or completed • reassessment fees • reissue or replacement document fees • optional services already supplied at the student’s request; or • any non-recoverable bank or payment-provider charges already incurred.
<p>9.7 Withdrawal or Cancellation due to false, misleading or incomplete information</p>	<p>If EI withdraws an offer or cancels an enrolment because the student provided false, misleading or materially incomplete information, EI may retain:</p> <ul style="list-style-type: none"> • the Application Fee; and • reasonable, documented administrative or preparation costs actually incurred by EI in processing the enrolment or preparing delivery for that student.
<p>9.8 Suspension or cancellation by Provider</p>	<p>If EI suspends or cancels the student’s enrolment under the written agreement or another applicable EI policy because of serious misconduct, serious safety breach, academic misconduct, or persistent non-participation, any refund will be limited to Prepaid Tuition Fees for Undelivered Services after deducting any lawfully payable and previously disclosed Non-Tuition Fees actually incurred for that student.</p>
<p>9.9 Visa and migration matters (where applicable)</p>	<p>This Policy is intended for offshore delivery arrangements that are not issued for the purpose of obtaining an Australian student visa.</p> <p>A visa refusal, change in migration intention, or decision not to travel to Australia does not create a special refund entitlement under this Policy unless:</p> <ul style="list-style-type: none"> • EI has separately issued a written agreement that says otherwise; or • a law requires a different outcome.

10. How Refunds are Calculated

- 10.1 EI will calculate refunds by reference to the portion of the course not yet delivered.
- 10.2 Where the written agreement or payment schedule allocates fees by unit, module, stage, term or delivery period, EI may use that allocation in calculating the refund.
- 10.3 Where no specific allocation exists, EI may apply a reasonable pro-rata calculation, taking into account:
- the amount of training and assessment already delivered



- the stage of the course
- the resources already committed or provided; and
- the services yet to be delivered.

10.4 EI will not describe a fee as “non-refundable” where doing so would conflict with law or this Policy.

10.5 EI will keep a record of the refund calculation and the basis for the decision.

11. Alternative Arrangements Instead of Refund

11.1 With the student’s written agreement, Everest may offer one of the following instead of an immediate refund:

- transfer to a later intake of the same course
- credit of the relevant paid amount to another written agreement with EI; or
- another reasonable alternative arrangement.

11.2 Any alternative arrangement must be recorded in writing and accepted by the student.

11.3 If the student does not accept the alternative arrangement, the applicable refund clause in this Policy will apply.

12. Refund Request Procedure

12.1 All refund requests must be made by completing the EI Refund Application Form available at www.everest.edu.au and submitted to EI at:

- Email: enquiries@everest.edu.au; or
- Postal Address: 479 King Street, West Melbourne VIC 3003, Australia

12.2 The Refund Application Form must include:

- student full name
- student ID or reference number
- course code and title
- reason for the request
- supporting evidence, where relevant
- Payer details, where relevant
- Bank or payment details

12.3 A student who does not submit a the completed Withdrawal Notice or Refund Application Form, request may have their refund delayed or assessed from the later date EI becomes aware of the withdrawal.

12.4 The effective date of withdrawal for refund purposes is the date EI receives the student’s written notice through an approved channel, unless EI agrees otherwise in writing or the student demonstrates an earlier attempted submission through an approved channel.

13. Refund Assessment and Timeframes

13.1 EI will acknowledge receipt of a refund request within 7 business days.

13.2 EI will assess the request and provide a written outcome, including reasons, within 21 business days, unless the matter is complex or EI reasonably requires more time.

13.3 If more time is required, EI will notify the student in writing of:

- the reason for the delay; and
- the revised timeframe.

13.4 Approved refunds will be processed within 28 days of the refund decision, or earlier if required by law.

13.5 Refunds will ordinarily be paid to the Payer and by the original payment method where reasonably practicable.

13.6 Any intermediary or recipient bank fees applied by financial institutions outside EI's control may reduce the amount ultimately received by the payee.

14. Complaints and Appeals

14.1 A student who is dissatisfied with a refund decision may lodge a complaint or appeal under Everest's Complaints and Appeals Policy and Procedure.

14.2 EI will ensure:

- procedural fairness for all parties
- reasonable timeframes for handling complaints and appeals
- written outcomes and reasons; and
- access to review by an independent party, if requested, at no or low cost to the student.

14.3 Access to EI's complaints and appeals processes does not remove the Student's right to act under applicable law.

14.4 Information about how to make a complaint or appeal is publicly available and easy to access at www.everest.edu.au.

15. Records and Continuous Improvement

15.1 EI will maintain records of:

- fees and charges disclosed to students
- withdrawal and refund requests
- supporting documents
- decisions made
- reasons for decisions
- refunds paid
- complaints and appeals relating to fees or refunds

15.2 Refund outcomes, complaints and appeals will be reviewed periodically to identify trends, risks and opportunities for improvement.

Document Control

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