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## Purpose

The purpose of this policy and procedure is to outline Everest Institute of Education (EI)'s approach to managing refunds and to demonstrate how fees paid in advance are protected by Ei.

EI's Refund Policy & Procedure is developed to ensure compliance in line with Standards 2.1 of the Outcome Standards 2025, ESOS National Code Part D, Standard 2, 3, and Education Services for Overseas Students (Calculation of Refund) Instrument 2024.

EI will include in its Student Agreement information, Student Handbook and website in relation to refunds of course money 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.

## Policy

EI will inform students prior to enrolment, specifying students' rights and the process to obtain a refund for services not provided by EI in the event the:

- arrangement is terminated early, or
- EI fails to provide the agreed-upon services.

As per Education Services for Overseas Students (Calculation of Refund) EI will calculate the refund as per the specification sets out in the following circumstances:

- EI default (refer sections 46D(6) of the Education Services for Overseas Students Act 2000)
- Student default owing to visa refusal (refer sections 46D(7) and 47E(4) of the Education Services for Overseas Students Act 2000).

### Education Services for Overseas Students (Calculation of Refund) Specification 2024:

- Weekly tuition fee** = (total tuition fee for the course ÷ number of calendar days in the course) × 7, rounded up to the nearest whole dollar.
- Weeks in default period** = 
$$\frac{\text{Number of calendar days from the default day to the end of the period to which the payment relates}}{7}$$
- Refund amount** = weekly tuition fee × weeks in default period

## 1. Refunds

All course fees, include a non-refundable deposit / enrolment fee which is outlined on the Course Outline and Letter of Offer. The deposit is non-refundable except in the unlikely situation where EI is required to cancel a course due to insufficient numbers or for other unforeseen circumstances. In this case, students will receive a full refund of their deposit.

Students who withdraw from a course and wish to seek a refund or have the amount they owe on their fees reduced, must apply to Ei in writing, outlining the details and reason for their request. Students who have not completed a withdrawal form are not eligible for consideration of a refund or reduction in fees.

## 2. Refunds – International students

For international students, eligibility for a refund will be assessed as follows:

### A. Circumstances in which a refund will be paid – REFUNDS APPLY

A full refund of any course fees paid will be provided to students in any of the following circumstances:

- i. Where a course does not start on the starting date outlined in the Letter of Offer and Student Agreement.
- ii. If a student cannot commence the course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).
- iii. At the discretion of EI's CEO or approved representative, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events.
- iv. If an offer of a place is withdrawn by Ei and this is not due to incorrect or incomplete information being provided by the student.

### B. Circumstances in which a partial refunds will be paid – PARTIAL REFUND

- Partial refunds will be paid in the event of provider default. The refund will be calculated from the day of the default as per Section 7 of the ESOS (Calculation of Refund) Specification 2024.
- Partial refunds will also be provided in the same manner as for provider default (as above) where EI fails to enter into a written agreement with a student or the Student Agreement is not compliant with the requirements of the ESOS Act or the National Code as per Section 8 of the ESOS (Calculation of Refund) Specification 2024.
- If an international student is refused a visa (student default) before commencing their course, EI will refund the total amount of all course fees (tuition and any non-tuition fees) received for the course less whichever is the lower amount of 5% of the total amount of the fees (tuition and non-tuition) or the sum of \$500, as per Section 9(1) of the Instrument.
- If an international student is refused a visa (student default) but has already commenced their course, non-tuition fees will not be refunded. However, tuition fees will be refunded from the day of the student default as per Section 9(2) of the ESOS (Calculation of Refund) Specification 2024.
- If a student has supplied incorrect or incomplete information and as a result EI withdraws the offer prior to commencement of the course, the student will be eligible to receive a refund of all course fees paid less a 20% administration fee.
- Where a student has not met the conditions included in the letter of offer and withdraws 0 – 28 days before course commencement, due to reasons set out in 2A ii), iii), the deposit paid will be refunded less a 20% administration fee.
- Where a student withdraws from a course 0 – 28 days before the course commencement, 50% of the deposit paid will be refunded.
- If a student withdraws or defers their course after the course has started and they have paid for units/clusters that have not been commenced. This will be calculated fees will be refunded from the day of the student default as per Section 7 of the ESOS (Calculation of Refund) Specification 2024.

### C. Circumstances in which a refund will not be paid – NO REFUND

A student is not entitled to a refund in the following circumstances:

- Where a student is refused a visa and the reason for the refusal was because the student breche their visa condition or the student withdrew from the course at that location without informing or the

student did not pay the fees due (Section 10(2)(a) of the ESOS (Calculation of Refund) Specification 2024).

- Where EI terminates the student's enrolment because of a failure to comply with EI's policies and procedures leading to misbehaviour (Section 10(2)(b) of the ESOS (Calculation of Refund) Specification 2024).
- RPL (Recognition of Prior Learning) fees are non-refundable under any circumstances.

### 3. Outcomes of refund decisions

EI will provide the outcome of the refund assessment in writing to the student's registered address, outlining the decision and reasons for the decision along with any applicable refund or adjustment notice.

Students will be advised that they may appeal the refund assessment following EI Complaints and Appeals Policy and Procedure.

## Procedures

### 1. Refunds

Aligned with Standards 2.1 of the Outcome Standards 2025, ESOS National Code Part D, Standard 2, 3, and Education Services for Overseas Students (Calculation of Refund) Instrument 2024.

Procedure	Responsibility
<p><b>A. Processing refunds – provider default</b></p> <ul style="list-style-type: none"> <li>• Refunds are calculated as per Section 7 of the 2024 Instrument. <ul style="list-style-type: none"> <li>◦ Refund Amount = Weekly Tuition Fee x Weeks in Default Period</li> </ul> </li> <li>• Automatically issue a refund within 31 days to students who have enrolled and paid their deposit/enrolment fee and the course is cancelled prior to commencement.</li> <li>• Automatically issue a refund to students within 31 days where the course has commenced but is cancelled.</li> <li>• Notify students to whom refunds are automatically issued in writing and issue refund. Record on file.</li> <li>• All other students who withdraw from their course and seek a refund are to make a request for a refund in writing.</li> <li>• Assess refund as per this Policy.</li> <li>• Calculate the relevant refunds.</li> <li>• CEO/Finance Manager/Training Manager approves refund assessment.</li> <li>• Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable.</li> <li>• For student default, process refunds within 28 days.</li> <li>• Keep a copy of the refund assessment on the student's file.</li> </ul>	<p>Finance/Accounts Department</p> <p>Administration Department</p>
<p><b>B. Processing refunds – student default</b></p> <ul style="list-style-type: none"> <li>• Refunds for visa refusal before commencement are calculated under Section 9(1): <ul style="list-style-type: none"> <li>◦ Deduct the lesser of 5% of total course fees or \$500</li> </ul> </li> <li>• Refunds for visa refusal after commencement are calculated in accordance with Section 9(2) and Section 7.</li> </ul>	<p>Finance/Accounts Department</p> <p>Administration Department</p>

Procedure	Responsibility
<ul style="list-style-type: none"> <li>Refunds for other student defaults must follow written agreement (if compliant) or Section 7 if no compliant agreement exists (Section 8).</li> <li>All other students who withdraw from their course and seek a refund are to make a request for a refund in writing.</li> <li>Assess refund as per this Policy.</li> <li>Calculate the relevant refunds.</li> <li>Finance/Accounts Department or the CEO approves refund assessment.</li> <li>Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable.</li> <li>Process refunds within 28 days.</li> <li>Keep a copy of the refund assessment on the student's file.</li> </ul>	CEO
<p><b>C. Reporting student defaults and refunds</b></p> <ul style="list-style-type: none"> <li>Report whether they have provided a refund to a student in only two cases of student default (Section 10 of the ESOS (Calculation of Refund) Specification 2024): <ul style="list-style-type: none"> <li>where a student's visa is refused, even if there is a compliant written agreement in place (s9 ESOS (Calculation of Refund) Specification 2024)</li> <li>when there is no compliant written agreement in place (s8 ESOS (Calculation of Refund) Specification 2024).</li> </ul> </li> <li>Do not report on student refunds where a compliant written agreement is in place and it is not a case of visa refusal</li> </ul>	Finance/Accounts Department  Administration Department

## 2. Refund Calculation Table

Refund condition	Refund Applicable
<p>Visa refusal by Department of Home Affairs prior to course commencement</p>	<p>A refund of tuition fees received by EI will be issued to the student based on the following calculations as per Section 9(1) of the ESOS (Calculation of Refund) Specification 2024:</p> <p>The refund will be all course fees paid in advance by the student for each and every course less an administration and processing charge of the lesser of:</p> <ul style="list-style-type: none"> <li>(i) 5% of the amount of course fees received by EI before the default day, or</li> <li>(ii) \$500</li> </ul> <p>(*Course fees = tuition fees + non-tuition fees + enrolment fee received by EI in respect of the student)</p>
<p>Visa refusal by Department of Home Affairs after course commencement</p>	<p>A refund of tuition fees received by EI will be issued to the student based on the calculations as per Section 9(2) of the ESOS (Calculation of Refund) Specification 2024:</p> <p>Refund = Weekly Tuition Fee x Weeks in Default Period</p>

	Non-tuition fees will not be refunded
Withdrawing or cancelling due to compassionate & compelling circumstances	A refund of tuition fees received by EI will be issued to the student based on the calculations as per Section 7 of the ESOS (Calculation of Refund) Specification 2024:  Refund = Weekly Tuition Fee x Weeks in Default Period  Non-tuition fees will not be refunded
Ei Cancels the offer prior to commencement of the course due to student incorrect or incomplete information	Refund less 20% Administration Fee
Student Withdrawal 0 to 28 days prior to course commencement due to reasons set out in 2A ii), iii),	Refund less 20% Administration Fee
Student Withdrawal 0 to 28 days prior to course commencement due to reasons set out in 2A ii), iii),	Refund less 50% Administration Fee
Withdrawal after course commencement	A refund of tuition fees received by EI will be issued to the student based on the calculations as per Section 7 of the ESOS (Calculation of Refund) Specification 2024:  Refund amount = weekly tuition fee x weeks in default period  Non-tuition fees will not be refunded
Visa Cancellation by Department of Home Affairs due to breach of Visa Condition	No Refund as per Section 10(2)(a) ESOS (Calculation of Refund) Specification 2024.
Student abandons Course without formally cancelling the enrolment	No Refund as per Section 10(2)(b) ESOS (Calculation of Refund) Specification 2024.
EI cancels student's enrolment due to misbehavior	No Refund as per Section 10(2)(b) ESOS (Calculation of Refund) Specification 2024.
Course cancelled or rescheduled by EI	Full Refund as per Section 46D(6), <b>and</b> ESOS Act.
Transferring to another provider as approved by EI	A refund of tuition fees received by EI will be issued to the student based on the calculations as per Section 7 of the ESOS (Calculation of Refund) Specification 2024:

	<p>Refund amount = weekly tuition fee x weeks in default period</p> <p>Non-tuition fees will not be refunded</p>
RPL (Recognition of Prior Learning) fees	No Refund

## Document Control

<b>Document Name:</b>	Refund Policy & Procedure
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