

## International and Domestic Student Refund Policy

### 1. Purpose

Envirotech Education (Envirotech) in compliance with the RTO Standards, the Education Services for Overseas Students Act 2000 of the Commonwealth of Australia (ESOS) and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students, established pursuant to Part 4 of the ESOS Act (National Code) a Refund Policy and Procedure which is to be provided to international students studying in Australia on a student visa and domestic students, before formalisation of their enrolment.

Envirotech shall at all times enter into a written agreement with students and set out Envirotech refund requirements if default is made by the student or Envirotech.

### 2. Scope

This refund procedure applies to:

- 2.1. International students studying off and on shore, and to those students who are 'overseas students' as defined in the National Code 2018. (sections 1-5 of this policy)
- 2.2. Domestic students who undertake training activity with Envirotech (section 5-7 of this policy)
- 2.3. Staff of Envirotech Institute of Education involved in the payment and refund of international and domestic tuition fees paid to Envirotech.

### 3. Relevant Standards

Standards 2.1 and 3 of the National Code 2018.

Clauses 5.2- 5.3, 7.3 and 8.1 of the Standards for RTOs 2015.

### 4. Relevant Links:

- 4.1. National Code: <https://internationaleducation.gov.au/regulatory-information/education-services-for-overseas-students-esos-legislative-framework/national-code/nationalcodepartd/pages/esosnationalcode-partd.aspx>
- 4.2. Comlaw: <https://www.legislation.gov.au/Details/F2012L01388>

### 5. Associated Policies and Procedures

- 5.1. Deferral, suspension and cancellation of course enrolment.
- 5.2. Complaints and appeal policies.

### 6. Associated Documents

- 6.1. Student offer letter, which constitutes the Envirotech written agreement.
- 6.2. Student Handbook, containing Envirotech's policies and procedures.

## 7. Envirotech Defaults

### 7.1. Envirotech defaults in relation to a student and a course at a location if:

- 7.1.1. Envirotech fails to start to commence the course to the student at the location on the agreed starting date or
- 7.1.2. The course provided by Envirotech ceases to be provided to the student at the location at any time after commencement but prior to completion.

### 7.2. To avoid doubt:

- 7.2.1. If Envirotech is prevented from providing a course at a location because a sanction has been imposed on Envirotech by way of cancellation, suspension or a condition or any other enforcement proceedings or order by the relevant Minister preventing Envirotech from continuing to provide the course to the student, then Envirotech shall be deemed to have ceased to provide the course to the student.
- 7.2.2. If Envirotech for a course for a location has changed to become an entity of a different kind, and the Minister has notified Envirotech in writing that the course is not taken to have ceased to be provided at the location merely because of the change and therefore will not have been deemed in a default.

### 7.3. Envirotech will not have defaulted if:

- 7.3.1. The student has withdrawn before the default day.
- 7.3.2. 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.
- 7.3.3. The student breached a condition of his or her student visa.
- 7.3.4. There has been gross misconduct by the student.
- 7.3.5. If Envirotech is prevented from providing a course in a location due to the course being superseded on the commonwealth register and an alternative equivalent course is offered by Envirotech in place of the course which has been superseded and Envirotech is able to offer the equivalent course in the same location and dates.

### 7.4. Refund calculation in the event of Envirotech default:

Where refund fees are payable in circumstances of an Envirotech default then the refund fee shall be the product (multiplication) of the weekly tuition fee for the course and the weeks in default period. (Refund amount = weekly tuition fee × weeks in default period).

### 7.5. If Envirotech does not enter into a compliant student agreement:

Where refund fees are payable in circumstances of a student default and Envirotech has not entered into a compliant written agreement with the student, then the refund amount shall be the product (multiplication) of the weekly tuition fee for the course and the weeks in default period. (Refund amount = weekly tuition fee × weeks in default period).

## 8. Student Default

- 8.1. A student defaults in relation to a course at any location if:
- 8.1.1. The course commences at the location on the agreed commencement date but the student does not start the course on that day (and has not previously withdrawn) or
  - 8.1.2. The student withdraws from the course at the location (either before or after the agreed commencement date) or
  - 8.1.3. The student's failure to pay an amount he or she was liable to pay Envirotech, directly or indirectly, in order to undertake the course at that location.
  - 8.1.4. Envirotech is not obligated to provide or to continue providing the course to the student at any location because of one or more of the following events:
    - 8.1.4.1. The student failed to pay an amount the student was liable to pay to Envirotech directly or indirectly in order to undertake the course.
    - 8.1.4.2. The student breached a condition of their visa .
    - 8.1.4.3. Gross misconduct by the student.
- 8.2. A student does not default in the following circumstances:
- 8.2.1. If the student does not commence the course because Envirotech defaults in relation to the course at the location as described herein (Envirotech default).
  - 8.2.2. If Envirotech does not accord the student natural justice before refusing to provide or continue providing the course to the student at the location.
- 8.3. Envirotech shall pay to the student any refund amount (if any) that applies if any student defaults in relation to a course at a location that is required to be paid under the terms of the written agreement entered into with the student.
- 8.4. In compliance with the terms of the written agreement with any student, Envirotech shall not be required to refund any course fees or course tuition fees to any student nor shall any student be entitled to claim and receive any course fees or tuition fees in circumstances where the student defaults in relation to a course at a location save for the special consideration provision of this policy.
- 8.5. Personal misadventure is a non-medical circumstance beyond a student's control that affects their study or ability to commence a course. Such circumstances include things like the death of a close relative. It does not include any work-related events such as being rostered on to work at the time the student requires attention to any course, transport or ongoing traffic problems nor does it include anything relating to the student's social or sporting life.  
Refund of approved misadventure or medical circumstances is at the sole direction of the Envirotech CEO.
- 8.6. In the event that Envirotech refuses to provide or continue to provide the course to the student at the location because of:
- 8.6.1. A breach by the student of a condition of their visa.
  - 8.6.2. Misbehavior or Gross misconduct by the student.
- Envirotech will not refund any tuition fees and will notify the Secretary of DEST via PRISMS as required under section 19 of the ESOS Act within 5 days of default or appeal processes being completed.

## 9. Student Refund Policy - Course Fees Refund

### 9.1. Full Refund

#### 9.1.1. Student visa refusal prior to course commencement:

Where a student has been refused a student visa and the student did not commence their course at the location; then the amount of the refund payable by Envirotech is the full sum (addition) of both tuition and non-tuition fees received by Envirotech in respect of the student (course fees), less an administrative enrolment fee.

#### 9.1.2. Overpaid amounts:

If a student has overpaid the Envirotech Institute of Education fee than the overpaid fees will be fully refunded.

### 9.2. Partial Refund

#### 9.2.1. Student visa refusal - after course commencement:

If the student commences a course prior to a student visa refusal and later has their student visa refused, then the refund amount shall be the multiplication of the weekly tuition fee studied weeks prior to the visa refusal.

Example refund amount = weekly tuition fee x remaining course weeks after visa refusal date, excluding any non-tuition fees.

#### 9.2.2. Course - student visa withdrawal:

A partial refund may be granted if a written notice of cancellation and student visa withdrawal is received by Envirotech in the following circumstances:

In each of the following scenarios the student must make payment of outstanding tuition fees in accordance with the relevant enrolment. Subject to satisfaction and the payment being received by Envirotech, the following refunds may then apply from the full course tuition:

9.2.2.1. If a cancellation is made prior to visa lodgement and the student is currently not the holder of a student visa, all pre-paid tuition fees less a \$500 cancellation fee will be refunded.

9.2.2.2. If a cancellation is made 8 weeks or more prior to course commencement, a refund of 75% of the total course tuition fees may be refunded. A cancellation fee for the balance of 25% of the total tuition fee will apply.

9.2.2.3. If a cancellation is made 4 weeks or more prior to course commencement, a refund of 50% of the total course tuition fees may be refunded. A cancellation fee for the balance of 50% of the total tuition fee will apply.

9.2.2.4. If a cancellation is made less than 4 weeks and prior to course commencement, a refund of 25% of the total course tuition fees may be refunded. A cancellation fee for the balance of 75% of the tuition fee will apply.

### 9.3 No Refund of Course Fees

#### 9.3.1 Student withdrawn after course commencement:

Cancelling students must complete payment for all courses fees after a course commencement date.

#### 1.3.2. Deferrals and Suspensions:

ENVIROTECH EDUCATION ABN: 83133701578 ACN: 133701578 RTO ID: 31871

CRICOS Provider Code: 3094J Envirotech Education Pty Ltd Gold Coast Campus: 66 Goodwin Terrace, Burleigh Heads, QLD 4220 Byron Bay Campus: 33 Childe St, Belongil Beach, Byron Bay, NSW 2481

No refund is paid under deferral or suspension. Student must pay all course fees as per the original offer, regardless of suspension or deferral outcomes.

1.3.3. Any other student default

## 9 Refund Process – Course Fees

### 9.3 Envirotech Default

Envirotech shall refund within 14 days of the default day of any default by Envirotech:

- 9.3.3 Arrange for any student affected by the default to be offered a place in an alternative course at Envirotechs' expense and the student accepts the offer in writing; or
- 9.3.4 Provide a refund to the student in accordance with the method for calculating refunds set out in this policy (or any legislative instrument made by the Minister specifying a method for working out the amount of unspent tuition fees).

### 9.4 Student Default

- 9.4.3 A \$300 fee is payable by the student for refund applications, in addition to any cancellation fees and other non-refundable prepayments held to cover administration costs.
- 9.4.4 Any refund payable under the terms of written agreement relating to a student default must be paid with the period of four (4) weeks after receiving a valid written claim from the student supported by relevant and sufficient evidence as described below:
- 9.4.5 Any student requesting a refund shall do so on an Envirotech refund application form available on the website and in the main office, and shall:
  - 9.4.5.1 Set out the reasons for the application; and
  - 9.4.5.2 Be accompanied by supporting documents as may be appropriate
- 9.4.6 Refund applications will not be processed where the request is not supported by relevant evidence.
- 9.4.7 Refunds will be issued to the student, unless:
  - 9.4.7.1 The student is registered with an approved sponsor who has paid the tuition fees on behalf of the student; or
  - 9.4.7.2 The student gives written direction to pay the refund to another person or organisation and provides documentary evidence to substantiate that the other person or organisation paid the tuition fees.
  - 9.4.7.3 All International refunds to overseas bank accounts will be paid in Australian dollars.
  - 9.4.7.4 In the event that the nominated bank account will not accept Australian dollars, a bank fee may be imposed by the transferring bank. In those circumstances Envirotech shall deduct the bank fee cost from the refund amount.
  - 9.4.7.5 The funds covering the tuition fees must be cleared (i.e. cheques cleared, telegraphic transfers received etc.).
  - 9.4.7.6 All debts to Envirotech must have been paid before any refund can be calculated with any outstanding amounts to be deducted from the refund.
- 9.4.8 The refund will be made in Australian dollars, although Envirotech reserves the right to make refunds payable in the country of origin currency.

- 9.4.9 Applications for refunds for students must be authorised by the Envirotech Chief Executive Officer (CEO) nominee.

## 10 Special Consideration

- 10.3 Special consideration shall be made upon the request of a student in circumstances where a student cancels at any time prior to the course commencement date due to serious illness or personal misadventure. Determination of whether fees shall be refunded in these circumstances is in the sole discretion of Envirotech CEO.
- 10.4 Any request made on the basis of serious illness shall be supported by a certified certificate from a medical practitioner. Envirotech may contact the doctor concerned to verify that the documentation is genuine. Failure to get documents verified may result in no special consideration being granted.

## 11 Accommodation Refund & Cancellation Policy

If a homestay booking is cancelled or changed after the booking confirmation is issued by Envirotech:

- 11.3 Students are required to provide at least seven (7) days' notice of leaving the homestay family before the end of the contract period in order to receive a refund of the remaining homestay fees.
- 11.4 If no notice is given and the student has left the homestay, then one (1) week of homestay fees will be deducted from the remaining homestay fees. The student will be refunded with the remaining duration.
- 11.5 Students who do not present to their booked homestay and has not given cancellation notice, one (1) week of homestay fees applies, to compensate the homestay family for loss of homestay income and the food already purchased for the student.
- 11.6 Home stay replacement fees will be refunded with a notice of at least seven (7) days before the booking commencement date.
- 11.7 Homestay placement fees still apply, and will not be refundable when the student fails to present or cancel the booking, and did not give a notice of at least seven (7) days prior to booking commencement date.

## 12 Airport Pick Up Refund & Cancellation Policy

If an airport pick up cancellation or change is received by Envirotech:

- 12.3 When at least forty-eight (48) hours prior to initial arrival time is given, the airport pickup fee will be refunded.
- 12.4 If no notice has been given or notice has been given in less than forty-eight (48) hours prior to the initial arrival time, the airport pickup fee will not be refunded and the students will have to re-arrange this service.

## 13 Overseas Student Health Cover Refund (OSHC)

In the case that Envirotech has arranged the OSHC for the student, the student will be entitled for a full refund for weeks which the cover was not used by the student.

## 14 Rights of Overseas Students in Refund Disputes:

- 14.3 Envirotech has a dispute resolution process designed to assist settling any disputes over refunds or any other matter. Full details of our dispute resolution process can be found in the student handbook under the complaints and appeal policy.
- 14.4 Where a student is dissatisfied with a decision to provide or not to provide a refund, he or she may appeal that decision in accordance with the Envirotech complaints and appeals procedures available on the website and at Envirotech office.
- 14.5 This procedure, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

## 15 Refund Summary Table

Fee and Notification Period	Refund	Cancellation Fees
Enrolment fee	✗	
Course Cancellation - Envirotech default Envirotech unable to deliver contracted course	✓	Pro-rata study weeks delivered
Visa refusal before course commencement	✓	Enrolment Fee
Visa refusal after course commencement	✓	Pro-rata study weeks delivered
Overpaid amount	✓	
Course Cancellation: cancellation date > 8 weeks Prior course commencement	✓	25% + \$300 refund process + \$100 COE cancellation fee
Course Cancellation = Cancellation date = 4-8 weeks' Prior course commencement	✓	50% + \$300 refund process + \$100 COE cancellation fee
Course Cancellation: Cancellation date < 4 weeks' Prior course commencement	✓	75% + \$300 refund process + \$100 COE cancellation fee
Course Cancellation on or after course commencement	✗	\$100 COE cancellation fee
Deferral & suspension	✗	
Transfer Course	✗	
Course Cancellation – Misconduct / visa conditions	✗	
<b>Homestay Accommodation</b>		
Prior to booking confirmation	✓	Placement fee
Prior to booking confirmation with 7 days' notice	✓	
After booking confirmation with 7 days' notice	✓	
After booking confirmation but no notice received	✗	1 week of homestay fees
<b>Airport pick up</b>		
48 hours prior to initial arrival	✓	
<b>Overseas Student Health Cover</b>		
At any point of enrolment and when Envirotech has arranged the cover	✓	Weeks that have been used