

Overseas Learner Refund Policy

Purpose

This policy covers the refunds process for all fees payable for training services provided within Envirotech Education's scope of registration, in accordance with ESOS Act and the National Code to:

- Provide for appropriate handling of learner's payments and to facilitate refunds in the case of cancellation by either party. The refunds process will allow learners the option to disengage from training in a way that reduce the negative risk impact on both Envirotech Education and the Overseas learner.
- Set the conditions when refund may be negated or reduced, depending upon notification time frame.
- Ensure that unless otherwise stated, all refunds of fees will only be granted in accordance with this policy, whether they are waiting to commence or are continuing studies.

Scope

- 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 learners studying in Australia on a student visa before formalisation of their enrolment.
- Envirotech shall always enter into a written agreement with learners and set out Envirotech refund requirements if default is made by the learner or Envirotech.

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.

Relevant Links

- National Code:
<https://internationaleducation.gov.au/regulatory-information/education-services-for-overseas-students-esos-legislative-framework/national-code/nationalcodepartd/pages/esosnationalcode-partd.aspx>
- Comlaw:
<https://www.legislation.gov.au/Details/F2012L01388>
Associated Policies and Procedures
- Deferral, suspension and cancellation of course enrolment.
- Complaints and appeal policies.

Associated Documents

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

Policy Statement

- Details concerning the scope of Envirotech Education Refund Policy are to be clearly disseminated to prospective learners prior to contractual arrangements being made, this dissemination is in the form of the Student Handbook, Application for Enrolment and Letter of Offer.
- This agreement, and the availability of complaints and appeals processes, does not remove the right of the learner to act under Australia's consumer protection laws.

Related Legislation and Regulations

- The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, known as 'the National Code 2018' Standards
- Standards for Registered Training Organisations (RTOs) 2015, Standard 5 clause 5.3 and standard 7 clause 7.2
- Education Services for Overseas Students Regulations 2001
- Education Services for Overseas Students Act 2000

Related Policies, Procedures and Documents

- Fees and Charges Policy
- Deferral Suspension Cancellation Policy
- Complaints & Appeals Policy
- Complaints & Appeals Procedure
- Academic Misconduct and Cancellation Form

General

- The refund process reflects the commitment by Envirotech Education to hold places as booked by learners and the amount of administrative resources consumed at the various stages.
- The date the written notice is received by Envirotech Education is the DEFAULT DATE, and is the date used for the calculation of any refund and/or cancellation.
- Refunds must be requested in writing to the Administration Manager of Envirotech Education. Verbal notification to Envirotech Education staff or agents is not valid.
- Refund application WILL NOT be processed where the signature on the refund application form DOES NOT match the learner's signature as shown on other documents provided by the learner for admission to Envirotech Education.
- The Administration Manager of Envirotech Education will process refund requests and if approved, arrange payment within 14 days.
- Refunds will be paid in Australian Dollars into the nominated bank account.
- To allow prompt settlement of refund requests, all advanced payments will be held in a nominated bank account by Envirotech Education until the course start date.
- All requests for refund will be processed on an individual basis, considering impact on follow on units /modules if applicable.
- The term "commencement" in this policy refers to the first day of the first program attended by the learner.

- Issues regarding payments are to be handled at the first available opportunity and directed to the Compliance Manager of Envirotech Education. All Refund Requests and issued refunds are to be logged in the Refund Log.
- In the event of visa refusal, the application/enrolment fee is not refundable. Refund on visa rejection will require a copy of notification from the Australian High Commission. Airport pick up fee is refundable if a visa is refused.
- Tuition fees and Overseas Student Health Cover (OSHC) are refundable in full where learner has provided evidence of medical or compassionate reasons due to which the learner cannot commence the course, Education if advised of the cancellation 28 days or more before course starts and prior to entering Australia.
- Learner enrolled in packaged courses do NOT qualify for a refund once they commence their studies in Australia.
- If the learner has given misleading information to an Envirotech Education approved agent, Envirotech Education and/or any Commonwealth Agencies of Australia, no refund will be given.
- Envirotech Education will forward the refund to the applicant in their country of origin unless otherwise authorised in writing.
- No refunds will be paid to a third party (person other than the learner), unless directed by the learner on the Refund Application Form.
- Envirotech Education calculates refunds based on a SEMESTER fee (20 weeks study period plus 6-week holidays = 26 weeks).
- Envirotech Education will give the learner a refund statement that explains how the amount has been worked out.
- In case of a cancellation by the learner or Envirotech Education , any outstanding fees to Envirotech Education become due with 7 (seven) days.
- Any costs incurred by Envirotech Education to recuperate outstanding fees will be charged to the learner.
- Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction.
- Envirotech Education will not release any testamurs/awards to learners until outstanding course fees have been paid in full.
- Provide the learner in writing the resulting decision of Envirotech Education's management.
- Advise the learner of their right to appeal the decision of Envirotech Education management.
- The refund policy is subject to review at least once per year
- Refunds will only be paid to the learner or legal guardian of a learner under 18. If a learner has paid the fees to their agent, Envirotech Education will recover the paid fees and return to learner.
- Envirotech Education only accepts responsibility for fees and charges associated with the cost of enrolling in and studying with the RTO. No accountability will be taken for fees or charges associated with international education agent or migration agent fees or visa application costs.

Envirotech Defaults

Envirotech defaults

In relation to a learner and a course at a location if:

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

To avoid doubt:

- 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 learner, then Envirotech shall be deemed to have ceased to provide the course to the learner.
- 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.

Envirotech will not have defaulted if:

- The learner has withdrawn before the default day.
- The learner failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course.
- The learner breached a condition of his or her student visa.
- There has been gross misconduct by the learner.
- 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.

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).

If Envirotech does not enter into a compliant learner agreement:

Where refund fees are payable in circumstances of a learner default and Envirotech has not entered into a compliant written agreement with the learner, 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).

Learner Default

A learner defaults in relation to a course at any location if:

- The course commences at the location on the agreed commencement date, but the learner does not start the course on that day (and has not previously withdrawn) or
- The learner withdraws from the course at the location (either before or after the agreed commencement date) or
- The learner'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.
- Envirotech is not obligated to provide or to continue providing the course to the learner at any location because of one or more of the following events:
 - The learner failed to pay an amount the learner was liable to pay to Envirotech directly or indirectly in order to undertake the course.
 - The learner breached a condition of their visa.
 - Gross misconduct by the learner.
- Envirotech shall pay to the learner any refund amount (if any) that applies if any learner defaults in relation to a course at a location that is required to be paid under the terms of the written agreement entered with the learner.
- In compliance with the terms of the written agreement with any learner, Envirotech shall not be required to refund any course fees or course tuition fees to any learner nor shall any learner be entitled to claim and receive any course fees or tuition fees in circumstances where the learner defaults in relation to a course at a location save for the special consideration provision of this policy.
- If Envirotech refuses to provide or continue to provide the course to the learner at the location because of:
 - A breach by the learner of a condition of their visa.
 - Misbehaviour or Gross misconduct by the learner.
- 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.
- Personal misadventure is a non-medical circumstance beyond a learner'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 learner requires attention to any course, transport or ongoing traffic problems include anything relating to the learner's social or sporting life. Refund of approved misadventure or medical circumstances is at the sole direction of the Envirotech CEO.

A learner does not default in the following circumstances:

- If the learner does not commence the course because Envirotech defaults in relation to the course at the location as described herein (Envirotech default).
- If Envirotech does not accord the learner natural justice before refusing to provide or continue providing the course to the learner at the location.
- Envirotech shall pay to the learner any refund amount (if any) that applies if any learner 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 learner.
- In compliance with the terms of the written agreement with any learner, Envirotech shall not be required to refund any course fees or course tuition fees to any learner nor shall any

learner be entitled to claim and receive any course fees or tuition fees in circumstances where the learner defaults in relation to a course at a location save for the special consideration provision of this policy.

- Personal misadventure is a non-medical circumstance beyond a learner'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 learner requires attention to any course, transport or ongoing traffic problems nor does it include anything relating to the learner's social or sporting life. Refund of approved misadventure or medical circumstances is at the sole direction of the Envirotech CEO.
- In the event that Envirotech refuses to provide or continue to provide the course to the learner at the location because of:
 - A breach by the learner of a condition of their visa.
 - Misbehaviour or Gross misconduct by the learner. 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.

Learner Refund Policy - Course Fees Refund

Full Refund

Student visa refusal prior to course commencement:

Where a learner has been refused a student visa and the learner 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 learner (course fees), less an administrative enrolment fee.

If the learner commenced study on an eligible visa with permission to study, then the fees covered the period of study on this valid visa will not be refunded.

Overpaid amounts:

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

Partial Refund

Student visa refusal - after course commencement:

If the learner 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.

Course - student visa withdrawal:

A partial refund may be granted if a written notice of cancellation AND student visa withdrawal application was submitted to the Department of Home Affairs.

Only when providing evidence that the learner either did not apply for a Student Visa yet, or applied to cancel any Student Visa attached to Envirotech Confirmation of Enrolment (CoE), the following

refund may apply, subject to satisfaction and the payment being received by Envirotech, from the full course tuition:

- If a cancellation is made prior to visa lodgement and the learner is currently not the holder of a student visa, all pre-paid tuition fees less a \$500 cancellation fee will be refunded.
- 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.
- If a cancellation is made 4 weeks or more prior to course commencement, a refund of 50% of total course tuition fees may be refunded. A cancellation fee of 50% of total tuition fee apply.
- 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 of 75% of the tuition fee apply.

No Refund of Course Fees

- **Learner withdrawn after course commencement:**
Cancelling learners must complete payment for all course fees after a course commencement date.
- **Deferrals and Suspensions:**
No refund is paid under deferral or suspension. Learner must pay all course fees as per the original offer, regardless of suspension or deferral outcomes.
- **Any other learner defaults**

Refund Process – Course Fees

Envirotech Default

In the unlikely event of Envirotech Education default, within 14 days of the default, Envirotech Education shall either:

- Refund within 14 days of the default day of any default by Envirotech;
- Arrange for any learner affected by the default to be offered a place in an alternative course at Envirotech's expense and the learner accepts the offer in writing; or
- Provide a refund to the learner 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).
- In the unlikely event that Envirotech Education is unable to provide a refund or place the learner in an alternative course, then the learner shall be referred to the Tuition Protection Service (TPS: www.tps.gov.au), who will place the learner in a suitable alternative course or if a suitable course cannot be found, pay a refund as calculated by the TPS Administrator.

Learner Default

- A \$300 fee is payable by the learner for refund applications, in addition to any cancellation fees and other non-refundable prepayments held to cover administration costs.
- Any refund payable under the terms of written agreement relating to a learner default must be paid with the period of **four (4) weeks after receiving a valid written claim** from the learner supported by relevant and sufficient evidence as described below:
 - Any learner requesting a refund shall do so on an Envirotech refund application form available on the website and in the main office;
 - Set out the reasons for the application; and
 - Be accompanied by supporting documents as may be appropriate
- Refund applications will not be processed where the request is not supported by relevant evidence.
- Refunds will be issued to the learner, unless:
 - The learner is registered with an approved sponsor who has paid the tuition fees on behalf of the learner; or
 - The learner 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.
 - All International refunds to overseas bank accounts will be paid in Australian dollars.
 - If 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.
 - The funds covering the tuition fees must be cleared (i.e. cheques cleared, telegraphic transfers received etc.).
 - All debts to Envirotech must have been paid before any refund can be calculated with any outstanding amounts to be deducted from the refund.
- The refund will be made in Australian dollars, although Envirotech reserves the right to make refunds payable in the country of origin currency.
- Refund approval for learners must be authorised by the Envirotech Compliance Officer.

Compassionate Reasons

Special consideration to compassionate reasons that are beyond the control of the learner, shall be made upon the request of a learner in circumstances where a learner cancels at any time due to serious illness or personal misadventure. Determination of whether fees shall be refunded in these circumstances is in the sole discretion of Envirotech Quality Assurance Manager and CEO. In any case for this refund to be accepted the learner must apply to have their student visa withdrawn by applying to cancel the student visa to the Department of Home Affairs.

Envirotech will assess if compassionate reasons exist, these are generally outside of the control of the learner and include but not limited to:

- **Serious illness or injury**
Where medical certificate states unable to attend classes
- **Bereavement of close family members**
Such as parents and grandparents (Death Certificate should be provided where possible)
- **A traumatic experience**
Such as involvement in or witnessing a serious accident or witnessing or being the victim of a serious crime.
- **Political unexpected hardships at home country**

Special circumstances **DO NOT** apply to:

- Change in work arrangements
- Change of employment or shift or
- Planned holiday.

Special Circumstances Application Form and Documentation

Learners must complete a Refund/ Re Credit Request Form

Available on Envirotech website to be processed by Envirotech staff. They must complete this form, and provide supporting documentation should their special circumstances fall under the following one (1) or more categories:

- Medical reasons.
- Family/personal or political reasons.
- Course-related reasons.

A learner must provide original, independent documentation

To support any application due to special circumstances. The documentation must clearly indicate the following:

- The level of impact of the special circumstances.
- What the special circumstances were.
- When they occurred.
- How long they lasted.

Medical Reasons

Where the severity of a medical condition results in a learner being unable to continue studying.

Supporting Documentation

A statement from an appropriate health care practitioner that states:

- The date the medical condition began.
- How the condition affected the learner's ability to study.
- When it became apparent that the learner could not continue their studies.
- Recommendation

Note: The learner should inform their doctor that the statement will be sent to Envirotech in support of the application for a refund/remission/waiver under special circumstances.

Family/Personal Reasons

Due to unforeseen personal/family reasons that occur or worsen after the last date to withdraw without penalty and is beyond the learner's control, resulting in the inability to continue with studies.

Supporting Documentation

A statement from a doctor, counsellor or independent member of the community, for example, a Justice of the Peace or a Minister of Religion, stating:

- The date family/personal circumstances began or changed.
- How these circumstances affected the learner's ability to study.
- When it became apparent that the learner could not continue their studies.

Application Process

The learner will be required to:

Submit Refund / Re Credit Request From

Refund requests are to be completed online and together with supporting evidence. The form is available on Envirotech website (www.envirotech.edu.au)

Refund Request is assessed by the relevant Envirotech staff and Compliance Manager

Envirotech management will assess the tuition fees refund applications due to special circumstances according to the quality of the independent supporting evidence provided by the learner to substantiate their claim.

Submit to the learner their Refund Request Decision

The learner will be provided with a written decision, including reasons for the decision and appeal options, within twenty-eight (28) calendar days from the date of refund application request submitted.

Accommodation Refund & Cancellation Policy

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

- Learners 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.
- If no notice is given and the learner has left the homestay, then one (1) week of homestay fees will be deducted from the remaining homestay fees. The learner will be refunded with the remaining duration.
- Learners 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 learner.
- Home stay replacement fees will be refunded with a notice of at least seven (7) days before the booking commencement date.
- Homestay placement fees still apply and will not be refundable when the learner fails to present or cancel the booking and did not give a notice of at least seven (7) days prior to booking commencement date.

Airport Pick Up Refund & Cancellation Policy

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

- When at least forty-eight (48) hours prior to initial arrival time is given, the airport pickup fee will be refunded.
- 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 learners will have to re-arrange this service.

Overseas Student Health Cover Refund (OSHC)

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

Rights of Overseas Learners in Refund Disputes

- 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.
- Where a learner 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.
- This procedure, and the availability of complaints and appeals processes, does not remove the right of the learner to act under Australia's consumer protection laws.

Roles and Responsibilities

- The Compliance Manager and CEO/PEO, Envirotech Education are responsible for ensuring compliance with this policy.
- The Finance Manager of Envirotech Education will process refund requests, if approved, AND arrange refund payment within 14 days.
- The Envirotech Education Access & Equity Policy applies. (See Access & Equity Policy)
- All documentation from refund processes are maintained in accordance with Records Management Policy. (See Records Management Policy)
- All Refund practices are monitored by Envirotech Education Compliance Manager and the CEO/PEO, and areas for improvement identified and acted upon. (See Continuous Improvement Policy).

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	✗	
Homestay Accommodation		
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
Airport pick up		
48 hours prior to initial arrival	✓	
Overseas Student Health Cover		
At any point of enrolment and when Envirotech has arranged the cover	✓	Weeks that have been used

Role within RTO	Area of responsibility
CEO/Compliance Manager	Policy Change Approval Authority
Compliance Manager	Development and Review Authority
Compliance Officer	Compliance Monitoring and Evaluation
Finance Manager	Process Approved Refunds
Compliance Manager	Refund Final Approval Authority
Senior Student Registrar	Internal second approval
Client Relation Officer	Internal first approval

Approved	09/04/2019	Compliance
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