



## 1. Purpose

Everthought Education (ETE) and Everthought College of Construction (ECOC), also trading as Australian Institute of ICT (AIICT), are committed to providing students, both prospective and actual, with clear and accurate information regarding fees and charges in relation to their enrolment. ETE, ECOC, and AIICT are committed to ensuring consumer protection laws are adhered in the application of this Policy and Procedure, including student rights to a refund, dependant on the circumstances.

## 2. Responsibilities

The General Manager is responsible for ensuring this policy and procedure is implemented. The Compliance Coordinator is responsible for ensuring this policy is maintained and up to date in line with scheduled revisions. Managerial staff are responsible for ensuring their teams are up-to-date with this policy.

## 3. Scope

This policy and procedure cover all of ETE, ECOC, and AIICT's training and assessment services across all campuses and all training/academic, student services, and governance staff members.

## 4. Policy and Procedure

### A. ALL STUDENTS

The terms and conditions set out in this Policy and Procedure applies equally to commencing and continuing students unless otherwise specified. This Policy and Procedure, all enrolling documentation such as **Training Contracts/Plans** for domestic students and **Letters of Offer** for international students and the availability of the RTOs' complaints and appeals processes, do not remove the right of students to take action under Australia's consumer protection laws.

ETE, ECOC, and AIICT are committed to the upfront provision of all prices to an applicant and or third party and accordingly, provide applicants with information on applicable fees and charges prior to enrolment to ensure the applicant, as a consumer, understands and agrees to the course tuition fees and any additional charges. After being assessed and 'qualified' for initial entry requirements into the course, applicants are provided with fees and charges information by the Sales Team, either by phone or email for domestic students and in the form of a course brochure with fee detail, and through education agents for international students (refer below for modes of information to international students).

Students are able to find further information on course fees on the websites' **Fees and Charges List**. Fees information provided to students is all-inclusive. In the event where students are required to attend campus for training and/or assessment, all resources and equipment use has been factored into the payable tuition fees. Should there be a need for the student to provide their own equipment and/or resources, it will be itemised, including any costs, in the enrolment documentation.

Students accept and confirm their course fees and charges at multiple points during the enrolment process, specifically upon signing their course information sheet upon enrolment, acceptance of the invoice attached to their enrolment via Pandadocs, or for international students, via their **Letter of Offer** for enrolment.



Students have the option of paying a single lump sum, by split invoices, or by a payment plan. International students must pay their first term in full, though some payment plans may be available after enrolment. Students will be provided with all payment terms upfront, inclusive of access to this Policy and Procedure, in particular referencing to the refunds section. Students who fail to pay their fees will be suspended, in accordance with the RTO's **Withdrawal, Deferments, Cancellations and Suspensions Policy and Procedure**.

ECOC's international student fees collected in advance are deposited in a separate bank account and will not be drawn upon until the student commences studies.

ETE, ECOC, and AICT accepts payment of no more than \$1,500 from each individual domestic student prior to the commencement of the course. An RPL student is considered commenced as soon as they are contacted by a trainer and assessor post enrolling.

Following course commencement and where required, the RTO will request payment of additional fees in advance from the student. Where the total amount total required to be paid is directly attributable to tuition or other services yet to be delivered to the student exceeds \$1,500, the tuition assurance of fees will be secured by Bank holdings.

Detail about fees collected for international students may be found in the TPS section below for ECOC and AICT. Fees may change due to unforeseen circumstances during the course of enrolment. In this situation, students will be provided with clear and rapid communication and given the opportunity to reconsider their enrolment. Should a student opt to withdraw given the change in course fees from that initially agreed to, a refund constituting the balance of paid fees minus fees against training and assessment undertaken will be provided (refer below to Refunds section).

All students maintain their rights under consumer laws within Australia. If a student believes they have received a different product to which they had signed up for, there are avenues for investigation and where identified, remediation, by lodging a complaint in accordance with the RTO's **Complaints and Appeals Policy and Procedure**.

ETE, ECOC and AICT maintain a process to record, monitor and progress fees, charges, and payments. This process is managed by both the Student Services and Finance teams and is processed via accounting software which provides automatic follow-ups for non-payment of fees.

Each student acknowledges and agrees to the terms and conditions of this Policy and Procedure on signing their **Application and Enrolment Form**, and the **Letter of Offer** in the initial instance. ETE, ECOC, also trading as AICT, reserve the right to amend these terms and conditions at any time to ensure compliance with applicable State and Federal laws. This policy will change from time to time, with a current version-controlled document available on the RTO website at all times. Should significant or material changes be made to this policy, students will be advised of the updated versions and its availability on the website, through notification on Trade Futures or other methods determined appropriate by the RTO.

All students who would like to apply for a refund must do so by applying via the **Application for Refund of Student Fees**, available on the respective RTO website and must submit it within a reasonable period based on the circumstances of requesting a refund; the reasonable period will be determined by the General Manager of the respective RTO. The Form must be submitted via email to the respective email contact for



the location, addressing the reasons for the application in as much detail as possible to allow for reasonable consideration by the RTO's General Manager for all domestic students and the Head of Admissions and International Relations for all international students. The Form must be forwarded to:

**For domestic students:**

- Everthought Education – admin.bnes@everthought.com.au
- Everthought College of Construction – admin.perth@everthought.com.au
- Australian Institute of AICT - admin.perth@everthought.com.au

**For international students:** international@everthought.com.au

Only formal applications submitted on the **Application for Refund of Student Fees** will be considered, and a response to the application will be provided within fourteen (14) calendar days from receipt of the application. Students dissatisfied with the outcome of their request may request a review by lodging an appeal in accordance with the RTO's **Complaints and Appeals Policy**.

All refunds will be made via the original payment method and directly to the party who paid the course fees and charges, for instance, where a third party is responsible for the course or session, the refund will be returned to that party.

### **Prior to commencement**

Students who withdraw and prior to commencement will be given a full refund minus a non-refundable \$350 administration fee (for RPL students and international students). An RPL student is considered commenced as soon as they have paid their fees and been issued a confirmation of enrolment.

### **After commencement**

Students may withdraw from their course at any time however fees are subject to certain conditions in cases where a withdrawal takes place after commencement of the course.

Apprentices pay in arrears of training services and as such, they are not eligible for a refund if they opt to withdraw.

For RPL students, and should they opt to withdraw up to 3 months from enrolment, a total refund of \$150 will be paid, given a non-refundable \$350 administration fee will have been incurred in addition to expenses incurred and committed for this period in offering the service to the student. No refunds will be provided after 3 months after commencement for RPL students where any kind of training or assessment service has been provided on any number of units.

### **Payment Plans**

Students who have opted to pay their course fees by payment plan or instalments are obligated to pay the remainder of their course fees for any units they have completed or commenced. For RPL students where any training or assessment service has been provided on any number of units, the student remains liable for the full debt for their course, less a total refund of \$150 if they have withdrawn within 3 months after commencement. The student may continue paying the payment plan until the full debt is paid (less the \$150 refund) or may pay out the balance owed (less the \$150 refund) in full. Statements of Attainment for the completed units of competency will be withheld until the balance of payment has been received in full.



Students may apply for a refund of their course fees **where already paid up-front and they are experiencing extenuating circumstances**, which is verifiable with evidence. Refunds under extenuating circumstances can only be applied for where training has commenced but not yet completed. No refund will be given to students who have completed or finalised their enrolment.

This list is not exhaustive, and discretion is made by the Training Manager for each case.

Extenuating circumstances	
Acceptable	Not acceptable
<ul style="list-style-type: none"><li>• Medical conditions that have arisen during the enrolment which make it unreasonable or impossible to complete the course</li><li>• Medical conditions that, while pre-existing, worsen during the enrolment, which make it unreasonable or impossible to complete the course</li><li>• Verifiable financial hardship (<i>see financial hardship for more information below</i>)</li><li>• Death of an immediate family member, verifiable by death certificate</li><li>• Verifiable extenuating circumstances not elsewhere stated</li></ul>	<ul style="list-style-type: none"><li>• Change of mind towards the enrolled qualification</li><li>• Preference for another provider</li><li>• Change of<ul style="list-style-type: none"><li>○ Career path</li><li>○ Employment status</li><li>○ Personal circumstances relating to finances within a student's control</li><li>○ Pregnancy</li><li>○ Change in Visa conditions post enrolment</li><li>○ Time available to study</li><li>○ Location or housing situation, including moving interstate or overseas</li></ul></li><li>• Lack of progression</li><li>• Failure to achieve competency for units</li><li>• Pre-existing medical conditions</li><li>• Breach of student visa conditions</li><li>• <b>Any</b> change in circumstances outside of enrolment, including for students who either have or have not been issued with AQF documentation</li></ul>

Upon completion of the **Application and Enrolment Form**, students acknowledge any conditions which might impede on their ability to complete the course. Where students have provided false or misleading information, student fees will be forfeited.

### **Financial Hardship**

Financial hardship involves a student's inability to meet their financial obligations, including outside of the scope of their enrolment in their personal lives. Unwillingness to meet financial obligations does not constitute financial hardship. For consideration towards the hardship assistance, the hardship cannot be a pre-existing set of circumstances meaning that the circumstance must have occurred after the cooling off period and was beyond the student's control.



To request consideration of fee payment based on financial hardship, a student must forward an email to the attention of the Training Manager for domestic students and the Head of Admissions and International Relations for all international students, and include:

- course name enrolled in
- details of the circumstances and include any verifiable evidence, such as:
  - payslips
  - bank statements
  - proof of expenses and debt
  - medical certificates, and/or
  - proof of unemployment.

Requests should be forwarded to the email addresses noted above in this Policy and Procedure.

A student's eligibility to be considered for the hardship assistance is at the sole discretion of the General Manager for domestic students or Head of Admissions and International Relations for all international students. Students dissatisfied with the outcome of their request may request a review by lodging an appeal in accordance with the RTO's **Complaints and Appeals Policy**.

Hardship does not apply where fees are paid in arrears of training services delivered and will only be equivalent to any training services not delivered to date.

### **Exceptions**

Students whose enrolments are cancelled due to disciplinary actions, including but not limited to fraudulent activities – in line with **Student Code of Conduct**, located within the **Student Handbooks**. In cases where cancellation of enrolment is applied, students will:

- have their enrolment cancelled (following the **Withdrawal, Deferments, Cancellations and Suspensions Policy and Procedure**)
- forfeit all fees paid to date, and
- not be issued with any formal or informal AQF documentation where there is beyond a reasonable doubt that competency was achieved via fraudulent activity.

### **Refunds for RPL Services (domestic students)**

Recognition of Prior Learning services are an important market offering for ETE, ECOC and AICTT. Where a student opts to withdraw, the following refunds will apply only in circumstances where no training or assessment services have been provided of any kind, for any units:

- date of commencement to 10 working days: student is eligible to receive a refund of \$650
- 11 working days to 3 months from date of enrolment: student is eligible to receive a refund of \$100
- 3 months and 1 day onwards: student is not eligible for a refund.

### **Other Refunds**

In the event ETE, ECOC and AICTT are unable to commence or deliver for a scheduled course, students will be provided with suitable alternative arrangements. Should a suitable alternative not be agreed upon, a full fee



refund equating to the amount paid will be provided and only to the person who paid the fees, which may be a third party.

In the event that ETE, ECOC and AICT agreed service arrangement is terminated early, the student will receive a refund for services not provided by the RTO.

In the unlikely event that ETE and ECOC terminate as an RTO, all students will receive a refund for services not provided by the RTO.

## **B. INTERNATIONAL STUDENTS**

All fees that are to be charged to a student are outlined in the written agreement in the form of a **Letter of Acceptance** (forming the offer) and the terms of a refund will be documented in the following places:

- **information sent to agents**
- **Student Handbook**
- **ECOC website**
- **International Student Application and Enrolment Form.**

The RTO is obliged to inform the Department of Immigration and Border Protection (DIBP) of any change of status where a student who holds a student visa completes his or her course early, transfers to another provider, is excluded on academic grounds and fails to meet his or her visa conditions, defers or suspends his or her study or otherwise changes the expected duration of his or her study. The **Withdrawal, Deferrals, Cancellations and Suspensions Policy and Procedure** will be implemented in these cases.

The funds paid for the course money by way of bank deposits in ECOC's bank account must be cleared at the time that a refund request is made by the student and any debts owing to ECOC will be deducted from the refund due prior to payment.

The refund will be paid to the same person or body from whom the payment was received on behalf of the student, unless the student gives direction to pay someone else. Refunds will not be paid to agents.

ECOC may, at its absolute discretion, refund to the student some or all course money where it determines that there are extenuating or compassionate circumstances.

### **Fees Collection and Management**

When a student applies to ECOC for a course, their application is reviewed and accepted in accordance with the **Application and Enrolment Policy**. Once accepted, a **Student Offer Letter** is sent to the applicant. This document identifies:

- total Course Fees
- enrolment Fee
- optional charges including: Overseas Student Health Cover, Homestay, Airport pickup (these charges change annually)
- total fees payable to confirm the application
- balance of fees that are left outstanding.



The Agreement also identifies all potential fees that may be payable e.g. assessment re-sit fees and material fees. To accept the agreement and issue the eCoE the student must pay the amount identified in the “Total Payable” box of the **Letter of Offer**.

This money is banked and moved to a separate account holding only course fees. These fees are tracked by ECOC.

Once the applicant arrives and enrolment is complete, the fees held on account are transferred into the trading account.

**Refunds for International Students**

Refunds will be paid to international students according to the following rules. Items 1 to 8 relate to fees for the course the student is currently enrolled in or if not yet enrolled the first course they will undertake:

Circumstance	REFUND of Course Fees	REFUND of Enrolment Fee
<p><i>Provider default (refer sections 46A and 46D of the Act)</i></p> <p>ECOC does not deliver the program for which the student has paid for the following reasons:</p> <ul style="list-style-type: none"> <li>• The course does not begin on the agreed commencement date</li> <li>• The offer is withdrawn by ECOC</li> <li>• The course ceases to be provided, at any time, after it commences but before it is completed</li> <li>• The course is not provided in full to the student because a sanction has been imposed on the registered provider</li> </ul>	Full refund of unspent course fees (if student does not accept alternative course offered by ECOC) within 14 days	Yes (only in first two situations)
Student (offshore or onshore) is refused an Australian Student Visa (copy of refusal letter required) or illness or disability prevents the student from taking up the course.	All prepaid fees less \$350	No
Student default where the ECOC has not entered into a Letter of Offer that meets the requirements of section 47D of the Act (refer 47D(1)(b)(i) of the Act) with the student - that is, a compliant agreement.	All prepaid fees less \$350	No
Onshore student is refused an Australian Student Visa but student already commenced his/her course (copy of refusal letter required); includes visa extension & new applications.	Remaining unspent fees, less \$350	No
Student defaults or withdraws from course during visa processing but already commenced his/her course	Remaining unspent fees, less \$350	No
Student withdraws from course 10 weeks (70 days) or more prior to eCoE commencement date.	All prepaid fees less \$350	No
Student withdraws from course 5 weeks (35 days) or more prior to eCoE commencement date.	70% of all prepaid fees	No





Student withdraws from course less than 5 weeks, on the eCoE commencement date or after that date.	No Refund	No
If a student has also paid a deposit for future courses when enrolling in a package of courses then.	Deposit paid less \$350 for each course	No
Student withdraws after commencement of course	Remaining unspent fees, less \$350	No

**Important Notes:**

Refunds are at the discretion of the Head of Admissions and International Relations.
Refunds identified above are for the Course Fees only as identified in the brochure or on the <b>Letter of Acceptance</b> as Course Fees.
<b>Letters of Acceptance</b> outlines the total Course fee the student commits to in their enrolment and outlines the forecast costs that may be incurred by the College whilst delivering the services. The student commits in this Agreement to pay the Course fee not the itemised forecast costs, regardless of what costs are incurred by the College. i.e. if additional costs are incurred that exceed the College's forecast for learning resources, materials or trainer costs for example, these are not passed onto the student. In the same way, if learning resources, materials or trainers costs are less than forecast, there are no refunds provided to students.
Incidental fees are all other fees apart from Tuition Fees and Enrolment Fees. For example, airport pickup and costs for excursion food and transport, provided students have the choice of making their own arrangements for purchasing these items from an alternative supplier. ONLY the unspent amount will be returned. If the cost of the service or material has already been incurred this will NOT be refunded.
Fee refunds for special circumstances (illness, family circumstances) may be agreed upon, on an individual basis, at the discretion of the Head of Admissions and International Relations.
For RPL for international students, the minimum fee of \$60.00 per unit will cover most situations, however where extra work is required by ECOC to validate your prior learning, ECOC reserves the right to apply additional charges (see <b>RPL Policy and Procedure</b> ), these will be agreed with the applicant and are non-refundable.
If a student withdraws and there is a refund due for their OSHC, then they must apply direct to the OSHC provider for any refund due. This will be subject to the provider's refund policy.
All date calculations are based on the date the form is received by ECOC, not the date the student completed the form (if different).
If the total fees paid do NOT include an enrolment administration fee, then ECOC reserves the right to deduct \$350 to cover expenses.

ECOC is committed to ensure that once students have started studying their chosen qualification or course, provided they continue to meet all of their responsibilities as students, they will be assured completion as per their Training schedule. ECOC will also guarantee training and assessment of the highest quality as outlined before enrolment. In the event that ECOC is unable to honour this commitment, it will provide a **Letter of Release** to the student so that they can complete their training with another RTO and provide a Provider Default refund (Item 1 in table above).

ECOC will also issue a Statement of Attainment for any units successfully completed by the student where all fees have been paid and a USI provided.





### Consideration of Refunds and Payment – International Students

Where an **Application for Refund of Student Fees Form** is submitted by an international student, which may be received through an international agent, the International Marketing and Recruitment Officer will organise the related student documents on OneDrive and update the **Refunds Request spreadsheet**. In turn, the Head of Admissions and International Relations will consider the request and make the initial decision. If approved, it will be forwarded to the Student Services Officer for calculation of the amount owing. The Form and amount is returned to the International Marketing and Recruitment Officer for final processing. Payment is administered in the next ECOC pay run, which is on a fortnightly basis, through the finance team.

Given the administration and stringent consideration and approval procedure, an application of refund usually will take up to 4 weeks to determine the outcome as it may require further evidence to substantiate the request. Students dissatisfied with the outcome of their request may request a review by lodging an appeal in accordance with the RTO's **Complaints and Appeals Policy**.

### Tuition Protection Scheme - International Students

A maximum of 50% of the course tuition fee will be collected as a course deposit fee for courses longer than 24 weeks in duration. In most instances, this equate to full first term fees before commencement.

All semesters (study periods) for ECOC's VET courses for international students are for a total duration of 26 weeks. Where a semester of a course is described as having 24 study weeks, it indicates only the study weeks, and not the total of study weeks and holiday weeks, which will be 26 weeks in total.

For packaged courses, 50% of the fee of the first course of study will be collected as course deposit fee.

ECOC will keep initial prepaid tuition fees in a designated bank account within 5 business days of receiving them. This account will only be drawn down when the student commences the study period.

Under the provisions of changes to the Education Services for Overseas Students Act 2000, ECOC contributes annually to the Tuition Protection Scheme (TPS) to meet regulatory requirements.

International students are referred to the Commonwealth government's brochure: **Are you an international student studying in Australia on a student visa?** if they require further detail about the TPS.

## **C. QLD FUNDED STUDENTS**

ETE is a Pre-Qualified Supplier (PQS) for the User Choice program in QLD whereby apprenticeship and traineeship training and assessment is funded and administered by the Department of Employment, Small Business and Training.

Student co-contribution fees under the User Choice program are set at \$1.60 per nominal hour for each unit of competency to be calculated at the commencement of the unit of competency.

### Partial Fee Exemption

Students that are eligible for Partial Exemption under the relevant User Choice Policy will be charged 40% of the student co-contribution fee. Eligibility requirements include:

- the participant was or will be under 17 years of age at the end of February in the year in which ETE providers training, and the participant is not at school and has not completed Year 12



- the participant holds a Health Care Card or Pensioner Concession Card issued under Commonwealth Law, or is the partner or dependant of a person who holds either and is named on the card
- the participant issues ETE with an official form under Commonwealth law confirming that the participant, his or her partner or the person of whom the participant is a dependant, is entitled to concessions under a Health Care Card or Pensioner Concession Card, or
- the participant is an Aboriginal or Torres Strait Islander person

Acceptable evidence is as stated on the **Training Contract/Plan and Enrolment Form**.

### **Full Fee Exemption**

Some students may also be eligible for full exemptions of student contribution fees when they fall into one or more of the follow categories:

- where payment of the student contribution fee would cause extreme financial hardship
- where the QLD Government advises in writing that fees are optional

Full exemption also applies when:

- Credit Transfers have been applied
- the participant is a school-based trainee/apprentice.

The QLD Government also runs a program which allows students who are under the age of 21 to undertake an apprenticeship for free. To be eligible for Free Apprenticeships for under 21s, students must be employed in Queensland as an apprentice or trainee under a training contract in a high priority apprenticeship and traineeship qualification on or after 1 July 2019 and be aged under 21.

Similarly, students who are recent Year 12 graduates meeting the below criteria are also able to access free training:

- commenced an apprenticeship/traineeship within 12 months of completing Year 12 (by end of calendar year)
- enrolls in a high priority qualification identified by the Department.

All evidence of eligibility for all above mentioned programmes is retained by ETE in line with the Audit Evidence Guide issued by the Department for User Choice Pre-Qualified Suppliers.

ETE does not require apprentices or trainees to prepay their co-contribution fees prior to commencing activity in their current units. The invoice for fees is generated at the completion of a unit, but prior to final unit reporting to the Department.

ETE retains all evidence of co-contribution fees charged and collected, as well as implementing the same follow-up processes for payment as regular students on the student file.

As with regular fee-for-service students, ETE does not charge for materials or equipment that the student will require to attain competency, as this is included in the fee arrangement.

### **PQS Funded Student Refunds**



Given students will have completed study prior to being invoiced (fees paid in arrears), students are not eligible for a refund.

#### D. WA FUNDED STUDENTS

ECOC will collect fees at enrolment in line with the fees set out in DTWD's course fees (VET Fees and Charges Policy 2020). Fees paid to ECOC will be receipted in line with the procedure set out in the Application and Enrolment Policy, including all required details, and retained for audit purposes.

A concessional rate is available to certain students in circumstances where they meet eligibility criteria. The concessional rate will be applied for the entire duration that the student meets the criteria for eligibility, and the full rate will be applied in cases where eligibility is no longer valid. These criteria include:

- Persons and dependants of persons holding:
  - Pensioner Concession Card
  - Repatriation Health Benefits Card issued by the Department of Veterans' Affairs
  - Health Care Card
- Persons and dependants of persons in receipt of AUSTUDY or ABSTUDY
- Persons and dependants of persons in receipt of Youth Allowance
- Persons and dependants of persons who are inmates of a custodial institution
- Secondary school-aged persons, not enrolled at school (with relevant NoA, or exemption)

Students undertaking an Apprenticeship or Traineeship with DTWD will be able to pay their fees up-front, or by instalments. Students who wish to pay by instalments will be given a minimum of eight weeks from the commencement of a unit to finalise their payments, and collection will be dealt with as per normal procedure for all students.

In certain circumstances, students may have their fees waived, at the discretion of the Training Manager, such as severe financial hardship.

Students will be eligible for refunds when they withdraw in cases where the RTO has cancelled or is unable to provide training or assessment. Refunds may also be given in cases where students withdraw for circumstances outside of their control and must be verifiable via documentary evidence. Partial refunds may be available to students who withdraw prior to a unit census date, which occurs 20% of the way into the unit enrolment. Individual census dates will be confirmed at enrolment.

Students seeking replacements of their academic record, qualification, or Statement of Attainment will be required to pay a \$50.00 administration fee, and reissue of academic statements will be \$20.00.

## 5. Related Documents

- Complaints Form
- Appeals Form
- Application for Refund of Student Fees Form
- Training Contract/Plan (domestic apprentices)
- Letter of Acceptance (international students, forming the written agreement)
- Letter of Release