

## **FEES, CHARGES AND REFUNDS POLICY AND PROCEDURE – INTERNATIONAL STUDENTS**

### **PURPOSE:**

Equinim College is committed to providing a fair and transparent policy and procedure when dealing with international students and prospective international students in relation to fees charged, protection of fees and refunds where warranted.

This policy and procedure applies to all international students enrolled now and in the future with Equinim College.

### **1. PAYMENT OF FEES**

The following fees apply:

- a) **(Tuition fee)** A tuition fee (“**Tuition Fee**”) applies to all courses, as outlined in the Enrolment Form and International Student Handbook, and on the Equinim College website, [www.equinimcollege.com](http://www.equinimcollege.com). Tuition Fees include all learning and assessment materials for each subject enrolled in, classes/lectures, tutorials, tutoring or mentoring sessions, training, and any practical work required to be undertaken as set out in the International Student Handbook, that make up the student’s course.
- b) **(Non-tuition fees)** Additional fees may apply to students who incur administrative costs such as (but not limited to):
  - a. **(Administration fees)** A request to replace materials and/or documents, transfer class timetables, defer classes, or other administrative matters which are in addition to and fall outside the tuition fees. Details are set out in the Administrative Fees Schedule and in the International Student Handbook, downloadable from our website, [www.equinimcollege.com](http://www.equinimcollege.com).
  - b. **(Other non-tuition fees)** Non-tuition Fees including equipment, costs associated with living in Australia, such as accommodation and living costs, health insurance, and fees associated with maintaining a Student Visa. Details are set out in the Charges not included in Tuition Fees document, downloadable from our website, [www.equinimcollege.com](http://www.equinimcollege.com).
- c) **(Written agreement)** All tuition fees and charges the student is liable to incur will be outlined in the Letter of Offer from Equinim College to the student, and the student must accept the Letter of Offer by signing the Course Acceptance Agreement prior to payment of fees and finalisation of enrolment. Non-tuition fees are as per the Administrative Fees Schedule, and Charges not included in Tuition Fees document, downloadable from our website, [www.equinimcollege.com](http://www.equinimcollege.com).
- d) **(Application processing fee)** Students pay an administrative fee of \$175 with their application to enrol. This administrative fee is not refundable.
- e) **(Overseas Student Health Cover (“OSHC”))** As a condition of a student visa, students are required to obtain OSHC for themselves and any additional family members seeking residence in Australia. Costs associated with OSHC are not included in the tuition fee.

- f) **(Provision of information on fees)** The tuition fees payable by the student for the course, and the periods to which those tuition fees relate, are provided to the student prior to enrolment via the Letter of Offer.
- g) **(No more than 50% up front)** Students are not required to pay more than 50 percent of their course fees prior to course commencement.
  - a. However the student, or the person responsible for paying the tuition fees (“**Person Responsible**”), may elect to pay more than 50 percent of their tuition fees prior to course commencement.
  - b. If the student or Person Responsible so elects to pay more than 50% of their tuition fees prior to course commencement, they must fill out an Election to Pay Upfront form and return it to Equinim College before their payment can be accepted.
- h) **(Timing of Payment)** Equinim College will not accept payment from international students prior to the issuance of the Confirmation of Enrolment (“**CoE**”).
- i) **(Marketing materials)** Equinim College’s marketing materials (such as our website, brochures and enrolment form) clearly detail information on fees and refunds.
- j) **(Record keeping)** Equinim College will retain a written record of all tuition and non-tuition fees for a period of 2 years after the student ceases to be an enrolled student with Equinim College.

## 2. DOCUMENTATION AND INFORMATION

The following applies:

- a) **(Documentation)** Equinim College will ensure that the contractual and financial relationship between each student and Equinim College is properly documented.
  - a. **(Written agreement)** The written agreement with the student, documenting the terms and conditions of enrolment, is the **Course Acceptance Agreement**, which is to be read in conjunction with the Letter of Offer (provisional acceptance issued to the student by Equinim College). A copy of the Course Acceptance Agreement is made available to the student after signing.
  - b. **(Publication)** All relevant documents (including without limitation policies and procedures) are made available to the student prior to enrolment via the Equinim College website.
  - c. **(Information provided)** The documentation made available to the student includes the rights and responsibilities of the student, cost of training, payment arrangements, refund conditions and any matters that place obligations on the student. This content is included in the Course Acceptance Agreement, and associated policies and procedures which are published on our website at [www.equinimcollege.com](http://www.equinimcollege.com).
- b) **(Fee information provided)** The following fee information is provided to each student via publication on the Equinim College website (including via this policy):
  - a. the maximum tuition fee for a course;
  - b. the total amount of all fees including Tuition Fees and any other charges;

- c. the fact that Tuition Fees can vary by course and location studied, and can also vary if the student is eligible for Recognition of Prior Learning (RPL) or credit transfer (national recognition) for one or more units in a course;
  - d. Equinim College shall advise the student in writing before enrolment of all Tuition Fees that shall be charged, and when these are payable;
  - e. the nature of the guarantee given by Equinim College to complete delivery of the training and/or assessment relating to the course enrolled in, once that course has commenced;
  - f. the fees and charges for additional services, including such items as issuance of a replacement qualification testamur and the options available to students who are deemed not yet competent on completion of training and assessment; and
  - g. this policy.
- c) **(Employer funding)** In the case where the employer is funding the cost of training, information on such funding will be provided to the trainee at the discretion of the employer only.

**3. REFUND POLICY**

**3.1 Summary: Refund Schedule**

<b>REFUND SCHEDULE</b>			
<b>Circumstance</b>	<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund Amount</b>
<b>Applicant withdraws after lodging enrolment application form</b>			
Student cancels enrolment application	Before payment of any tuition fees and before commencement of education/training services		N/A. Administrative fee of \$175 payable on application for enrolment is non-refundable.
<b>Student visa application unsuccessful</b>			
Student visa application unsuccessful	Before the commencement date of the course as shown on the Letter of Offer		Full amount of tuition fees paid by student. Admin fee on application (\$175) is not refundable
<b>Withdrawal from course</b>			
Student withdraws from course	More than 4 weeks prior to the course commencement date as shown on the Letter of Offer		Full refund of tuition fees paid. Admin fee on application (\$175) is not refundable
	4 weeks or less prior to the course commencement date as shown on the Letter of Offer	40% of Tuition fees paid	60% of Tuition fees paid Admin fee on application (\$175) is not refundable
	Within the first 4 weeks after the course	70% of Tuition fees paid	30% of Tuition fees paid

	commencement date as shown on the Letter of Offer		Admin fee on application (\$175) is not refundable
	More than 4 weeks after the course commencement date, as shown on the Letter of Offer	100% of Tuition fees paid	No refund
<b>Course transfer into less expensive course with Equinim College</b>			
Student requests transfer into less expensive course with Equinim College	Before the commencement date of the course as shown on the Letter of Offer		Full amount paid by student is transferred towards the course being enrolled into with Equinim College.
<b>Cancellation</b>			
Due to Equinim College not being able to deliver the course			See Provider Default Policy and Procedure. Provider must transfer any unspent tuition fees paid by the student, towards their new/alternate course placement, or, if it cannot, offer a refund of the same.
Due to compassionate or compelling reasons			Amount is at discretion of management, in accordance with this policy (sections 3.4, 3.5). Admin fee on application (\$175) is not refundable
Due to breach of visa conditions or misconduct			No refund
<b>Deferral</b>			
Deferral due to compassionate or compelling circumstances			No refund

### 3.2 Principles

The following applies:

- a) **(Course commencement date)** References to “course commencement date” in this policy refer to the course commencement date as shown in the Letter of Offer (of provisional acceptance) sent by Equinim College to the student.
- b) **(Unsuccessful visa application)** If a student’s visa application is unsuccessful, they will receive a full refund of tuition fees on the condition that they provide Equinim College with a letter from the Department of Home Affairs (“**DHA**”) processing office confirming the visa has been refused.

If the student cannot provide a letter from the DHA, the following principles as set out in this section 3.2 apply. The Administrative fee on application (\$175) is not refundable.

- c) **(Over 4 weeks prior to commencement)** Where the student provides Equinim College with more than four weeks' written notice of a course cancellation prior to the course commencement date, the student will receive a full refund of tuition fees paid. The Enrolment Application Fee of \$175 (payable on lodgement of the Enrolment Application Form) is not refundable.
- d) **(Under 4 weeks prior to commencement)** Where the student provides Equinim College with less than four weeks' written notice of a course cancellation or withdrawal before the course commencement date, the student will receive a refund of tuition fees paid less a 40% cancellation fee. The Enrolment Application Fee of \$175 (payable on lodgement of the Enrolment Application Form) is not refundable.
- e) **(4 weeks after commencement)** Where the student provides Equinim College with written notice of a cancellation or withdrawal less than four weeks after the commencement date of the course, the student will receive a refund of tuition fees paid less a 70% cancellation fee. The Enrolment Application Fee of \$175 (payable on lodgement of the Enrolment Application Form) is not refundable.
- f) **(Over 4 weeks after commencement)** Where the student provides Equinim College with written notice of a cancellation or withdrawal more than four weeks after the commencement date of the course, the student is not eligible for a refund. The student may decide to apply for a refund only where compelling circumstances exist (see below).

### 3.3 Refund

The following applies:

- a) **(Cancellation Request)** If a student chooses to cancel their studies at any time after confirmation of enrolment, and prior to completion:
  - a. **(Notify request)** They must notify Equinim College in writing of their intention to cancel their course using the Cancellation Request form available on our website. The Cancellation Request form should be sent to Equinim College at [team@equinimcollege.com](mailto:team@equinimcollege.com).
  - b. **(Conditions of refund)** A refund of the Tuition Fee (or proportion thereof, as applicable) will be issued subject to Equinim College receiving the Cancellation Request within the Refund Period(s) as outlined in the Refund Schedule in section 3.1, above, and all course materials having been returned to Equinim College in their original condition. Any refund applicable shall be in accordance with the Refund Schedule, in section 3.1, above.
  - c. **(Admin fee not refundable)** The Enrolment Application Fee of \$175 (payable on lodgement of the Enrolment Application Form) is not refundable.
- b) **(No refund outside Refund Period)** The refund a student is eligible to receive will depend on when the refund request is made, as specified in the refund schedule, in section 3.1, above. If the student fails to notify Equinim College of their Cancellation Request within the Refund Period(s) as outlined in that

Refund Schedule, no refund is available for the course fees paid, unless there are compassionate or compelling circumstances.

- c) **(Refund to third party)** If a refund is approved under this policy and procedure, payment of the refund may be made to a third party if:
- the student requests that the refund be paid to the third party, however, this request must be in writing in a form acceptable to Equinim College and Equinim College reserves the right to refuse the request at Equinim College's sole discretion, if in Equinim College's view it is unclear that authority has been given for such payment; or
  - payment for the student's course was made by a third party and Equinim College is required by Australian law or by agreement to refund the original payer of the fees.

### 3.4 Compassionate or compelling circumstances

Compassionate or compelling circumstances are serious circumstances beyond the student's control which have a significant impact on the student's course progress or wellbeing. These include, but are not limited to:

- Serious illness or injury**, where a medical certificate states that the student was unable to attend classes;
- Bereavement** of close family members such as parents or grandparents (and where possible a death certificate should be provided);
- Major political upheaval or natural disaster** in the home country requiring **emergency travel** and this has impacted on the student's studies;
- A traumatic experience** which could include:
  - Involvement in or witnessing of a **serious accident**; or
  - Witnessing or being the victim of a **serious crime**, and this has impacted on the student (and these cases should be supported by **police and psychologists' reports**);
- Where the provider was unable to offer a pre-requisite unit; or
- Inability to begin studying on the course commencement date due to **delay in receiving a student visa**.

### 3.5 Applying for a refund under compassionate or compelling circumstances

Where compassionate or compelling circumstances genuinely exist (under clause 3.4, above), which require non-completion of the course, the student may apply to Equinim College for special consideration of a refund, using the Special Consideration Request Form. The following process shall apply:

- (Special Consideration Request Form)** The student shall submit a completed Special Consideration Request Form by email to [team@equinimcollege.com](mailto:team@equinimcollege.com). The form should be accompanied by evidence of compassionate or compelling circumstances as defined in section 3.4, above, which accords with guidance note to standard 13.2 of the [National Code](#).
- (Cancellation Request Form)** If the student is requesting to cancel their course, they must lodge a Cancellation Request Form. The form should be submitted to [team@equinimcollege.com](mailto:team@equinimcollege.com).
- (Consideration of requests)** All requests received from a student will be processed within 15 business days after the request was lodged. Equinim College will advise the student of the outcome of their request within that timeframe.

- d) **(Refunds not payable)** A refund is not payable at all in the following circumstances:
- a. Student withdraws after the relevant Refund Period(s) in this policy and procedure and no special circumstances apply;
  - b. The student's student visa was cancelled by the Department of Home Affairs ("DHA") for any reason;
  - c. The student does not progress in their course while enrolled in accordance with the minimum progress requirements set out in the International Student Handbook;
  - d. The student fails to comply with the terms and conditions of enrolment including Equinim College policies and procedures and the Course Acceptance Agreement; or
  - e. The Student provides false or misleading information.

#### **4. COMPLAINTS AND APPEALS**

The following applies:

- a) **(Complaint or appeal)** A student may request a review of any decision made by Equinim College in relation to this policy and procedure, in accordance with the terms and conditions of the Complaints and Appeals Policy and Procedure, downloadable from the Equinim College website.
- b) **(Applicable Form)** Complaints and Appeals are required to be in writing, on the Complaints and Appeals Form, downloadable from the Equinim College website.

#### **5. VARIATION OR CANCELLATION**

Equinim College reserves the right to change, reschedule or cancel a subject or course and should this occur, students who were enrolled in the changed, rescheduled or cancelled subject or course will be offered alternate dates (if the course is being rescheduled). Students shall be transferred to another course, or subject, as the case may be, and if such transfer does not proceed, are entitled to receive a refund of unspent tuition fees.

#### **6. PROTECTION OF FEES PAID BEFORE COMMENCEMENT**

The following applies:

- a) **(Account money)** Equinim College recognises its responsibilities under the ESOS Act 2000 to protect pre-paid fees of students prior to commencement of their course.
  - a. Where Equinim College receives, in respect of an international student or intending international student, tuition fees for a course before the student has begun the course, Equinim College must pay those fees to the credit of an account ("**Account**") maintained in accordance with the ESOS Act 2000, within 5 days of receiving the fees.
  - b. Equinim College's Account for this purpose is established to receive only pre-paid fees for students who have not yet commenced their course.

- b) **(Sufficient amount)** Equinim College will ensure there is a sufficient amount standing to the credit of the Account to repay all pre-paid tuition fees to every international student or intending international student:
  - a. in respect of whom tuition fees have been paid to Equinim College; and
  - b. who has not yet begun the course that Equinim College is to provide to the student.
- c) **(Monitoring)** Equinim College shall monitor the Account to ensure that, at all times, it has a balance in it to cover all pre-paid fees prior to commencement, in accordance with paragraph b) above. This is the CEO's responsibility.
- d) **(TPS)** Equinim College shall comply with all responsibilities it has in relation to Tuition Protection. Refer to the Tuition Protection Statement for International Students, and the Provider Default Policy and Procedure.

## 7. NOTIFICATION PRE-ENROLMENT

Equinim College provides all prospective students with information in relation to refunds of tuition fees and non-tuition fees in the case of student default (see clause 3.5d) of this policy and procedure) or provider default (see Provider Default Policy and Procedure) prior to enrolment. Details are provided in this policy and procedure, and a summary is provided in the Course Acceptance Agreement.

## 8. RECORD KEEPING

The following applies:

- a) **(Information recorded)** Under Division 2 of the ESOS Regulations, the records of each accepted student who is enrolled with Equinim College or who has paid any tuition fees for a course provided by Equinim College will include the following details:
  - a. the total of the tuition fees paid by the student for the course;
  - b. for each amount of tuition fees paid by the student for the course:
    - i. whether the amount was paid for the full course or part of the course; and
    - ii. if the amount was paid for the full course—the duration of the course; and
    - iii. if the amount was paid for part of the course—the duration of that part of the course;
  - c. the total of the non-tuition fees paid by the student for the course;
  - d. the total of the tuition fees and non-tuition fees paid by the student for the course;
  - e. any tuition fees or non-tuition fees of the student for the course that:
    - i. have become payable; and
    - ii. have not been paid;
  - f. copies of written agreements to which Equinim College and the student are parties;
  - g. the amount that the student will be charged to access the student's records;
  - h. if an agent of Equinim College facilitated, or is facilitating, the enrolment of the student—the following details:



- i. the agent's name;
- ii. the address of the agent's principal place of business;
- iii. if the agent is a body corporate—the address of the body corporate's registered office;
- iv. the agent's postal address (if different from the address mentioned in subparagraph (ii) or (iii));
- v. the agent's phone number, email address and website address (if any);
- vi. the agent's ABN or ACN (if any);
- vii. the agent's trading name or names (if any);
- viii. if the agent is a body corporate—the names of the body corporate's directors;
- ix. if the agent is a registered migration agent—the agent's Migration Agents Registration Number;
- x. information about each of the agent's employees (if any) who were or are involved in the agent facilitating the enrolment including:
  1. the employee's name;
  2. the employee's email address; and
  3. if the employee is a registered migration agent—the employee's Migration Agents Registration Number.

## **9. RELATED DOCUMENTS**

This policy is to be read in conjunction with:

- Special Consideration Request Form
- Course Cancellation Form
- Deferral, Cancellation and Suspension Policy and Procedure
- Tuition Protection Statement for International Students
- Provider Default Policy and Procedure