

## **Fees**

Having received, read, and comprehended the information contained in the letter of Place of Offer, International Student Agreement and International Student Handbook, the intended Student's acceptance of offer is affected by receipt of payment as outlined in the letter (before the expiry date of the offer). To secure their place, successful applicants must pay *the "Payable Now" fees*. This is an application enrolment fee of \$500-00 per course to be paid *by the due date as indicated in the letter*. For International students this fee must accompany the OSHC fee (If OSHC policy details are not provided), the student's agreed, accepted and signed letter of offer and International student agreement before the eCoE (Electronic Confirmation of Enrolment) can be issued.

*It is understood that payment of course tuition fees will not be accepted by the Ayurveda College until: A signed and dated Accepted International Student Agreement (including Refund and Transfer Information and Terms and Conditions of Enrolment) is received from the student, thereby agreeing to abide by all the conditions contained within the document. Also, all entry requirements and conditions must have been satisfactorily met.*

### *Payment of course tuition fees*

To secure their place, successful applicants must pay the application enrolment fee of \$500-00 per course to be paid by the due date as indicated in the letter of offer/ confirmation for every enrolment. The course tuition fee is due in part 8 weeks before commencement of the training program. If paying by installments, fee is payable in advance as agreed before attending the week, fortnight or month etc.

Fees

### **Payment of Fees for the HLT 52615 Diploma of Ayurvedic Lifestyle Consultation**

**You will need to pay the following fees related to your course:**

Application enrollment fee of **A\$500 per course**

**OSHC \$** (for international students only if OSHC is to be arranged by the College) **Provide copy of OSHC if arranged by you**

A course tuition fee. This is **A\$11640 for the Diploma of Ayurvedic Lifestyle Consultation** course. The course tuition fee listed is the total fee for the course. Part payment for the course is required in advance before commencement of course study periods as agreed and stated in the letter of offer and agreement.

Course fees include tuition, orientation program, use of clinic and other campus facilities, and assistance from staff, student advisers and counselors. Course fee does not include the cost of stationery, uniforms, accommodation, meals, consultations, therapies or products, health insurance cover or transport etc. (There is no requirement to purchase any textbook for your course as extensive course notes are provided throughout the training. All materials, oils, towels, herbs, tools and equipment are also provided at no extra cost).

### **Students must pay:**

**The application enrollment fee \$500 per course enrolling in**

**OSHC \$** (for international students only if OSHC is to be arranged by the College to the \_\_/\_\_/\_\_\_\_)

**Provide copy of OSHC**

**Course fee:** **Up to 50% of the total course tuition fee may be paid in advance 8 weeks before course commencement**

***The Entire Course fee may be paid with installments of a Minimum of \$155 a week of the course with prior arrangement***

Course fee is payable for the entire duration of the course/s

### **Ayurveda College STUDY PERIODS:**

**Study periods For Diploma of Ayurvedic Lifestyle Consultation course commencing \_\_/\_\_/\_\_\_\_**

Study period 1	From __/__/2019	12 weeks followed by
Study period 2	12 weeks	
Study period 3	21 weeks	
Study period 4	14 weeks	
Study period 5	19 weeks	

***The Entire Course fee may be paid with installments of a Minimum of \$155 a week of the course with prior arrangement. We do not ask for any other course fee in Advance***

Course fee is payable for the entire duration of the course/s

### **Payment of Fees for the HLT 62615 Advanced Diploma of Ayurveda**

**You will need to pay the following fees related to your course:**

Application enrollment fee of **A\$500 per course**

A course tuition fee. This is **A\$20100 for the Advanced Diploma of Ayurveda** course.

Course fees include tuition, orientation program, use of clinic and other campus facilities, and assistance from staff, student advisers and counselors. Course fee does not include the cost of stationery, uniforms, accommodation, meals, consultations, therapies or products, health insurance cover or transport etc. (There is no requirement to purchase any textbook for your course as extensive course notes are provided throughout the training. All materials, oils, towels, herbs, tools and equipment are also provided at no extra cost).

**Students must pay:**

*The application enrollment fee \$500 per course enrolling in by the due date stated in the letter of offer OSHC (for international students only if OSHC is to be arranged by the College) Provide copy of OSHC Course fee: Up to 50% of the total course tuition fee may be paid in advance 8 weeks before course commencement*

*The Entire Course fee may be paid with installments of a Minimum of \$155 a week of the course with prior arrangement*

Course fee is payable for the entire duration of the course/s

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*\$155 a week of the course with prior arrangement .*

*We do not ask for any other course fee in Advance*

Course fee is payable for the entire duration of the course/s

**Ayurveda College STUDY PERIODS:**

**Study periods For Advanced Diploma of Ayurveda course commencing**

Study period 1 From 12 weeks followed by

Study period 2 12 weeks

Study period 3 21 weeks

Study period 4 14 weeks

Study period 5 19 weeks

Then all 12 wk periods

If paying course fee by calendar - weekly, fortnightly or monthly installments a \$250 account management fee will be charged. This fee must be paid off before course completion. A late payment fee of \$250 will apply. Failure to pay the fees may lead to cancellation of enrolment. Academic results and award of any Statement of Attainment and Qualification will be withheld when fees are outstanding. Course fees do not include the cost of stationery, extra tuition, uniforms, accommodation, meals, health insurance cover or transport. (There is no requirement to purchase any textbook for your course as extensive course notes are provided throughout the training. All materials, oils, towels, herbs, tools and equipment are also provided at no extra cost).

Continuing course students must pay their enrolment fee and tuition fee installment for their next course of study before the due date as stated on their fee statement / invoice (two weeks before the commencement of the next study period) or a late payment fee of \$250 will apply. Enrolment fee and tuition fee are payable for every enrollment. (Including course repeat and change to another course) Failure to pay the fees may lead to cancellation of enrolment. All fees due/ owed must be paid before enrolment can be accepted into another course. Academic results and award of any Statement of Attainment and Qualification will be withheld when fees are outstanding. The Ayurveda College CEO, at his discretion may grant a concessional course fee arrangement for course repeat with all the terms and conditions and rules applicable to the course repeat being the same as for all other students. Total course fees are payable once training has commenced, whether or not the student completes the training, Enrolment fee is non-refundable except on Student Visa refusal. Fees represent the content of the course and the award on satisfactory completion and not the duration. The College may pursue the student for unpaid fees, using appropriate means available under Australian law. If a student requires a greater period than the period specified in the letter of offer/ eCoE to complete the course (Due to poor performance by student or due to course changes or due to any other reason), the student will be subject to additional fees worked out on a pro-rata basis for the course they are enrolled in. There is no automatic reduction of fees if you complete the course earlier than the scheduled. (May affect your Student Visa- for International students). Granting of RPL or credit may impact on student visa duration and conditions.

Fees do not include cost of living, associated sundry expenses including stationary or other personal expenses that may be necessary throughout the duration of your program.

International students can appeal decisions they think are unfavorable and/or unreasonable or where the College has advised intention to cancel the students' enrolment as detailed in the International Student Deferral, Suspension, Withdrawal and Cancellation of Enrolment Procedure.

Ayurveda College Pty. Ltd. employs financial management strategies to protect fees paid in advance. Ayurveda College does not draw out on any fees paid for the first four months of the course. All fees paid in advance are held in College bank account. Fees are payable in Australian Dollars and includes the costs of comprehensive lectures, notes and clinic training of your program provided to you. If you fail to pay your fees as specified in your agreement and invoice, you will be in breach of your student agreement and your enrolment may be at risk of cancellation. (Which could affect your student visa for International students).

#### *Review of Fees*

Ayurveda College reserves the right to review its fees and charges. If fees are increased at any time of your enrolment, you will be required to pay the new fees. A four-week advance notification will be issued to all students before the fee increase is applicable. You will be provided with the updated fee brochure and information on our website will reflect the updated fee for your course. You will also be informed and reminded of the fee update by your lecturer. If you defer your course, you will be required to pay the fees applicable at your new commencement date.

#### *Variation of fees*

If you are required to repeat subjects to complete your course of study or granted a variation to your study load due to recognition of prior learning, a pro-rata fee will apply if the number of hours of study is less than 50% of a standard load. However, if the number of hours of study is equal to or more than 50% of a standard load, a full fee will apply. You will be informed in writing.

#### *Other Service Fees*

Ayurveda College offers assistance when you arrive at the Airport. Staff can arrange to meet you at the airport and assist you with accommodation if required.

Airport pick up fee (If requested)	\$140 (As charged by service provider)
Accommodation Placement fee	\$180 (As charged by service provider)
Individual Tuition (Extra tuition as may be required)	\$250 a day

Dress, notebooks for taking notes etc. may range from \$100 - \$300 per course. This is an amount which, on average an overseas student spends a year. Note: these are approximate and non-mandatory costs only. (There is no requirement to purchase any textbook/s for your course as extensive course notes are provided throughout the training. All materials, oils, towels, herbs, tools and equipment are also provided at no extra cost).

#### *Further expenses*

Student's accounts / academic records are available to them at request during their period of study at the Ayurveda College (With written request on forms available from the College in the duration of the course of study and available within 7 working days, during study periods). A \$250 fee will apply to any request made after course ends for obtaining any student record. A \$250 fee will apply for issue of a duplicate - award (Statement of Attainment or Certificate of completion).

- *Students understand that they are responsible for the payment of associated sundry expenses including stationery and other personal expenses throughout the duration of their program. OSHC must be held for the student and student's dependents/ partner for the entire stay in Australia. Proof of cover must be provided before eCoE may be issued and at any time requested.*
- *Students are aware of the estimated costs of living during their stay in Australia and understand that the financial capacity to meet all their expenses while in Australia is their responsibility.*
- *Students also understand that any school-aged dependents accompanying them to Australia will be required to pay school fee in full if they are enrolled in either a government or non-government school. It is the responsibility of the student to make all the necessary arrangements for the enrolment of school-age dependents. Some Australian Government and College scholarships are exempt from payment. This exemption may vary from state to state.*

*Payment Details* Payment methods: All payments must be received with either your reference or student ID number listed in all correspondence. Payment must be made in Australian dollars to the value listed at Total fee due in advance in Offer of Place Letter/ confirmation of enrolment letter accompanying this document.

Please highlight your payment method.

Telegraphic Transfer: If you elect to pay your tuition fees electronically, you can do so by transferring your money to the Ayurveda College Bank account:

*National Australian Bank, BSB 082666, Account Number 544070445*

Swift Code: NATAAU3303M

Bank Draft: Payable to the "Ayurveda College Pty Ltd"

Credit Card: By email or phone or written authority.

All Bank charges/ fees incurred to pay your course program fee including credit card charges must be paid by you. Ayurveda College must receive the total fee (Enrolment fee and course fee) for each program enrolled in.

*Refund Policy & Procedure* Fees & Refund policy is available on the College website and is provided to students, along with application form in handbook, at orientation etc. before enrolment. Refund policy is available to students before receiving any payment form students and explained again in detail on the orientation day.

*Course Tuition fees are not refundable if student defaults.*

For example, if:

- A student fails to comply with the conditions of enrolment at Ayurveda College
- A student absents at Orientation day
- A student breaches any of the visa conditions / requirements of his or her visa as imposed by the Australian Government
- A student withdraws from their course after the course has commenced for no matter what reason
- A student does not return on time for classes after scheduled holidays
- A student transfers to another education provider after the course has commenced
- A student provides false or misleading information
- A student fails to complete all assignments and assessments/ does not achieve "Competent" result for whatever reason
- A student withdraws from the course indirectly by verbal notice, by continued absence or formally
- Student enrolment is cancelled on misbehavior or other grounds by the College E.g. nonpayment of fee arrears, unauthorized absence from classes/ clinic etc.

*Part or whole of the fees are refundable under the following circumstances:*

- Ayurveda College will refund 100 percent of the fees paid if your application for a visa to study at the Ayurveda College is rejected before commencing a course.
  - Ayurveda College will refund 90 percent of the application/enrolment fees and 100 percent of course tuition fees paid if you withdraw from your vocational course 4 weeks (28 days) or more before course commencement
  - Ayurveda College will refund 100 percent of the tuition fees only (No refund for application/enrolment fee paid) if you withdraw from your course within the final 4 weeks (28 days) before course commencement.
  - If you commence an Ayurveda College course before your student visa application has been processed and it is subsequently rejected, a pro-rata refund of unspent tuition fees paid will be made.
  - If you obtain a deferral of the course (for a maximum of 12 months) and then do not enroll in it, the refund policy relevant at the date of deferral will be applied to any pre-paid fees. Any classes attended will be charged at a pro- rata rate.
  - If you obtain a suspension to your enrolment after the commencement of the course, a pro-rata transfer of the remainder of the unused tuition fee may be granted to you. The fee transferred, if any, will be held towards tuition for the same course that you are returning to. You will be required to pay any balance / additional fee prior to resuming the studies. If you decide not to recommence studies, no refund will be made.
  - Processing fee, application enrolment fee (where applicable), accommodation placement fee (including guardianship arrangement) and airport pick-up fee are not refundable. The complaints procedure contained in these terms and conditions of enrolment is available to a student in the event of a grievance in relation to a claimed refund. However, this agreement and the availability of complaints and appeals processes do not remove the student's right to take further action under Australia's consumer protection laws or pursue other legal remedies.
- There will be no course fee refund on or after the commencement date of the course of study (If you withdraw from the course or your enrolment is cancelled for whatever reason) or if you do not abide by the terms and conditions of the College.
- If you provide Ayurveda College with false or misleading information or documents, or breach your visa conditions, no refund will be made.
  - There is no refund for days designated as Australian/State/local public holidays, natural disaster days, or if you finish your course early. Ayurveda College will report all College and student defaults as per legislative requirements.

### *Refund Procedures*

- You must complete an Ayurveda College Refund Application Form and attach all supporting documents. (Available on request)
- Your refund of unused fees will be processed within 4 weeks of receipt of your completed refund application if all the required documents are included. However, if Ayurveda College defaults or withdraws a course the student has enrolled in, the refund of unused fees will be processed within 2 weeks. A written statement will be provided to the student to explain how the refund is calculated. If you complete your course at Ayurveda College earlier than expected or the course is finished earlier there will be no refunds.

All applications for refunds must be made in writing and must contain the electronic Confirmation of Enrolment (eCOE) details, copy of receipt for course fees and certified copies of any supporting documentation.

No refund will be paid to a third party unless the student indicates the name and address of the person to whom the refund should be paid in writing. If no name and address is provided, the refund will be sent to the student's Australian home address as indicated in this form.

### *Provider Default*

In the unlikely event that Ayurveda College is unable to start the course on the agreed date or the College is unable to deliver / ceases to deliver the agreed course after starting, you will be offered a refund of the unused portion of the pre-paid fees (Fee Paid in advance). The refund will be paid to you within 14 days of the day on which the course/location ceased being provided. (This does not include any courses discontinued by the provider because they have been changed by their owners, upgraded or allocated different names and codes and are being offered by the provider continuously as approved by its regulators). Alternatively, you may be offered enrolment in an alternative course/ location by Ayurveda College. If an alternative course/location is offered, you have the right to choose whether you would prefer a refund of the unused course fees paid or to accept a place in another course/location. If you choose placement in another course/location (within 30 days), Ayurveda College will ask you to sign a document to indicate your acceptance of the placement. In this case, no provider default will occur.

In the event that the College is unable to fulfill its obligations of providing an agreeable alternative course for the student, or a refund, the student is advised to seek assistance from the Australian Government's Tuition Protection Service. For information on the TPS, please see:

<https://tps.gov.au/Information/Students/How>

- The Student Agreement, 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.
- Refer to the Student Complaints & Appeals Procedure if you wish to appeal.
- Refunds would be paid directly to the person who paid the College unless that person gives written authority to pay someone else.
- Refunds will be paid in Australian Dollars, unless this is impracticable.
- Refunds will be paid within two to four (depending on circumstances) weeks after receipt of written application (During scheduled study periods).

Refunds will accompany an explanation statement explaining how the refund amount was calculated  
E.g. (example only) The refund statement to state:

Total fees paid: \$8450.00  
Less enrolment fee: \$1000.00  
Balance refunded \$7450.00

*In special or extenuating circumstances, including political, civil or natural events as accepted at the discretion of the CEO Ayurveda College, or his or her nominee, as preventing a Student from taking up the course (Where an Application for Refund is made under the above mentioned Refunds conditions, the Student must provide at the time of making the application documentary evidence to the satisfaction of the Ayurveda College in support of one or more of the grounds listed above). Students may receive a pro-rata credit (calculated on the number of weeks attended), less the enrolment fee, if they cannot continue the program due to exceptional circumstances such as: Illness or disability, death of a close family member, political, civil or natural event which prevents the full payment of fees – due to unavoidable reasons. This credit (Total fees paid LESS the used tuition fee and the enrolment fee) may be used to pay for a future study at the Ayurveda College, for a course of their choice provided it is undertaken within 12 months of the deferment. Any credit of fees held is for the use of that student only*

*(The one who enrolled and defaulted) and is not transferable to any other person. Any credit of fees, being held for the use of the student is non-refundable.*

A Student whose enrolment is either suspended or cancelled by the Ayurveda College for whatsoever reason during their course of study program, including but not limited to misbehavior, poor attendance record, unsatisfactory course progress or non-payment of fees, unauthorized absence from class/ clinic etc. to the Ayurveda College, shall not be eligible for a refund. A Student whose visa is cancelled during their course of study program shall not be eligible for a refund.

#### Payment of Refunds

Applications for refunds for Students must be authorised by the CEO or his or her nominee.

As mentioned above under refunds Policy and procedures.

Unspent pre-paid fees—in the case of the Ayurveda College not being able to provide the course in which the student is enrolled, unspent prepaid tuition fees will be calculated according to a Legislative Instrument: [Please see at the end of this document, before Acronyms.](#)

#### Credit Balances

1. Students can apply for a refund of a credit balance, created by overpayment or withdrawal from the second course they are enrolled in only if they have no other fees or debts owing to the Ayurveda College. Refund of overpayments will only be made to the student locally or in the currency of the student's country of permanent residence and payable in that country.
2. Normally overpayment (excess payment) of Student Tuition Fees or refund due to withdrawal from second course (8 wks. before commencement of the second course) resulting in a credit balance on the Student's account will automatically be transferred as payment or part payment of the Student's fees payable for the next term- study period (for the course currently enrolled in) or to other outstanding debts owing to the Ayurveda College. It is the responsibility of the student to be aware of all credit amounts (excess payments) on their account and to maintain current address and contact details.
3. Credit amounts on a student's account up to and including \$100AUD will be forfeited to the Ayurveda College and processed as a forfeit of an insignificant credit balance. The Ayurveda College deems that credit balances are insignificant balances if the credit balance is less than \$100 and/ or the student's program status is inactive for more than one (1) session/ study period of study program.
4. Student's with unclaimed credit amounts greater than \$100AUD will be notified in writing of their credit amount if the student's program status is inactive for more than one (1) session of study program. If refund applications are not received within twelve (12) weeks of the date of this written communication, credit balances will be deemed as unclaimed and dealt with by the Ayurveda College according to the Unclaimed Monies Act.

#### Brief process for Claiming Refunds

##### 1. Refund applications must:

- i. be made in writing on the Application for Refund Form
- ii. set out the reasons for the application
- iii. be accompanied by supporting documents as may be appropriate
- iv. be forwarded to:

*Manager, Ayurveda College Pty Ltd, Ayurvedahouse, 27 Campbell Road, Kyogle, NSW 2474 Australia*

##### 2. The information provided by the Student on the Application for Refund Form must include:

- i. the date of the claim
- ii. the Student's full name
- iii. the course in which the Student was enrolled and eCoE number
- iv. the basis for making the claim
- v. the amount claimed
- vi. the address to which the refund is to be forwarded
- vii. the Student's payment details
- viii. the Student's signature, and
- ix. all documents relevant to the consideration of the claim.

3. Refund applications will not be processed where the signature on the Application for Refund Form does not match the Student's signature as shown on other documents provided by the Student for admission to the Ayurveda College.

4. A Refund Calculation Statement will be prepared and forwarded to the Student and any refund will normally be made in the currency of the student's country of permanent residence and payable in that country (If the student is not in Australia). Exceptions include non-tradable currencies (where the refund would normally be paid in USD) or payment to another Australian educational institution. The Ayurveda College is not liable for any variance from the foreign exchange rates fluctuations.

5. The funds covering the tuition fees must be cleared (i.e. Cheques cleared, telegraphic transfers received etc).

6. Where a Student is dissatisfied with a decision to provide or not to provide a refund he or she may appeal that decision (Within 20 days) in accordance with the Ayurveda College's Student Complaints and Appeals Procedures.

#### Payment of Refunds

Applications for refunds for Students must be authorised by the CEO or his or her nominee as mentioned above under refunds Policy and procedures.

*Refund under a written agreement about student default:* if refund obligations have been met:

- a. the date the student's claim was received
- b. the amount claimed by the student
- c. the amount paid by the provider
- d. the date the refund was paid
- e. whether or not the refund was paid in accordance with the written agreement between the provider and the student ESOS Act 2001 47D(4) ESOS Act 2000 s46F(5)

## **Explanatory Guidance on the Education Services for Overseas Students (As per the Australian Government Department of Education) (Calculation of Refund) Specification 2014**

The information contained in this document is designed to assist education providers and their peak body representatives to understand the changes to the refund calculations specified in the instruments under sections 46D(7) and 47E(4) Education Services for Overseas Students Act 2000 ('ESOS Act') as a result of the Education Services for Overseas Students Amendment Act 2014 ('Amendment Act').

The methods for calculating refunds of fees for these provisions of the Act are set out in the Education Services for Overseas Students (Calculation of Refund) Specification 2014 (refund specification).

Previously there were two legislative instruments that applied for these provisions of the ESOS Act. The refund specification replaces the two previous instruments to give providers a clearer, single resource to enable them fulfil their obligations in relation to these refunds.

When does the Specification apply from?

The refund specification will commence on 1 July 2014 - that is, it will apply to calculating refunds of fees where the default day (as defined in section 5 of the ESOS Act) occurs on or after 1 July 2014.

Providers will be expected therefore to update their documentation and refund students in accordance with the Specification from 1 July 2014.

The previous Determinations continue to apply to calculating refunds of fees where the default day occurred prior to 1 July 2014.

In what circumstances do I need to calculate refunds in accordance with the refund specification?

The refund specification sets out the methods for calculating refunds of fees by a registered provider in the following circumstances:

Provider default (refer sections 46A and 46D of the Act)  Student default where the provider has not entered into a written agreement with the student that meets the requirements of section 47B of the Act (refer 47E(1)(b)(i) of the Act)—that is, a compliant agreement  Student default owing to visa refusal (refer sections 47A, 47D(5) and 47E(1)(b)(ii) of the Act).

Do I have to calculate refunds in accordance with the refund specification?

If the circumstances outlined above apply, yes, because the refund calculations outlined above cannot be covered by a written agreement. Providers are not able to use their own calculations in these circumstances and must use the calculations in the refund specification.

However, the amounts of refunds calculated in accordance with the refund specification are minimum amounts, and providers are able to refund higher amounts if they wish.

### Key concepts in the refund specification

#### Types of fees

Calculation of refunds under the refund specification is undertaken by reference to tuition fees for a course received by a provider in respect of a student. In circumstances where a refund is being calculated because a student has failed to commence a course, the refund is also calculated by reference to the non-tuition fees received by a provider.

#### Tuition fees

Tuition fees are defined in section 7 of the ESOS Act. They are fees received by a provider (from or on behalf of an overseas student or intending overseas student) that are "directly related to the provision of a course that the provider is providing, or offering to provide, to the student".

Tuition fees are typically compulsory fees for the delivery of the enrolled course and include items such as:

tutorials and tutoring sessions  lectures  additional requisite training including practicums and practice hours  ancillary costs for fieldwork, excursions or laboratories  specialist materials that are mandatory and relate to the provision of the course.

#### Non-tuition fees

Non-tuition fees cover other items not directly related to tuition, and may be compulsory or discretionary.

The calculations under sections 7, 8 and 10 relate to tuition fees only.

#### Overview of the refund specification, with examples

##### Sections 5, 6 and 7 of the refund specification—Provider default

Sections 5, 6 and 7 of the refund specification endeavour to simplify the refund calculation in relation to provider default where a provider has defaulted and no alternative course has been offered by the provider and accepted by the student. The calculation under section 7 remains essentially



unchanged but is simplified as a calculation in the form of an equation. It is intended that this methodology will clarify the somewhat complex wording of the previous instrument. Section 8 of the refund specification—Provider does not enter into a compliant written agreement Section 8 of the specification seeks to clarify the refund calculation that applies where a provider fails to enter into a written agreement with a student or where the agreement is not compliant with the requirements of the ESOS Act and the ESOS National Code. In these circumstances the refund specification requires the refund to be calculated in the same way it is calculated for provider default. The rationale for this is that the provider has breached its responsibilities and the student should be protected in the same manner as if the provider had defaulted.

The example below illustrates the refund calculation that would have previously applied and the refund calculation that will now apply to sections 5, 6, 7 and 8 of the refund specification.

EXAMPLE 1: In the case where a provider defaults

Previous calculation method under the Education Services for Overseas Students (Calculation of unspent pre-paid fees – provider default) Determination 2012 (No. 1):

a) Pre-paid amount for a particular period / Number of weeks<sup>1</sup> to which the payment relates = Tuition fee per week  
 b) Tuition fee per week × number of weeks<sup>2</sup> between the date of default and the end of the period to which the payment relates = unspent pre-paid tuition (the refund amount)  
 1 The number of weeks to which the pre-paid amount relates is to be calculated by rounding up the number obtained by dividing the number of days between the start and end dates of the period to which the payment relates (inclusive) by 7.  
 2 The number of weeks between the date of default and the end of the period to which the payment relates is to be calculated by rounding up the number obtained by dividing the number of days between the date of default and the end date of the period to which the payment relates (inclusive) by 7.

William enrolls in a 10-week (70 calendar day) course that costs \$1,000. He pays the provider \$500 tuition fees in advance, for the first 5 weeks (35 calendar days) of the course.

During the course, the provider defaults and William does not agree to undertake the alternative course offered by the provider. The default day is day 25 of the course.

a)  $\$500 / (35 \text{ calendar days divided by } 7 = 5)$

$\$500 / 5 = \$100$  (tuition fee per week)

b)  $\$100 \times ((35 \text{ calendar days to which payment relates} - 25 \text{ calendar days from start of course until default day}) / 7)$  and rounded up

$= \$100 \times (10 / 7, \text{ rounded up})$

$= \$100 \times 1.428571$  (rounded up to 2 to represent the nearest whole week)

$= \$100 \times 2$  (weeks) = \$200

William's unspent tuition (refund amount) under the previous calculations would have been \$200.

New calculation under section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:

a) Weekly tuition fee = (total tuition fee for the course / number of calendar days in the course) × 7, rounded up to the nearest whole dollar.

b) Weeks in default period = number of calendar days from the default day to the end of the period to which the payment relates divided by 7

c) Refund amount = weekly tuition fee × weeks in default period

Sabrina is enrolled in a course in a 42-week (294 calendar days) course that costs \$8,000. She pays the provider \$4,000 in tuition fees before commencing the course. This payment relates to the first 12 weeks (84 calendar days) of the course. The provider defaults on day 20 of the course.

a) Weekly tuition fee =  $(\$8,000 / 294 \text{ calendar days}) \times 7 = (\$27.210884) \times 7$ , rounded up to the nearest whole dollar = \$191  
 b) Weeks in default period =  $(84 \text{ calendar days to which payment relates} - 20 \text{ calendar days from start of course to default day}) / 7 = 64 / 7 = 9.1428571$ , rounded up to the nearest whole week = 10 weeks  
 c) Refund amount: Weekly tuition fee × weeks in default period =  $\$191 \times 10 = \$1,910$

Under section 7 of the new refund specification, Sabrina's refund would be \$1,910.

Note that the same calculation would also apply under section 8 of the refund specification if the provider and Sabrina had not entered into a written agreement that complied with section 47B of the ESOS Act.

Sections 9 and 10 of the refund specification—Student default in the event that a student fails to start a course due to visa refusal or where a student commences a course and subsequently has a visa refused.

Sections 9 and 10 of the refund specification outline the refund calculations that apply in circumstances where a student defaults due to their visa being refused, but the provisions take into

account whether the student has or has not commenced the course. Many students default as a result of their visa being refused while they are still in their home country/offshore. However, there number of calendar days from the default day to the end of the period to which the payment relate may be circumstances where a student is already onshore and commences a course while awaiting the outcome of a new visa or extension of their visa.

Section 9 of the refund specification applies where the student has been refused a visa and has not commenced the course. This provision aligns with the original intent of the student default refund in other cases provision, which was intended to ensure that providers refunded all course fees to a student (not only those paid before commencement of the course), except for a modest sum a provider could retain for administrative costs. This provision recognises both the need to protect students who have often paid large sums of fees in advance as well as the time and resources a provider may have invested in recruiting students.

The calculation therefore requires providers to work out the deductions for meeting administrative costs based on the 'total course fee' - that is, both tuition and non-tuition fees paid. This rectifies the unintended consequences of the previous provisions of the ESOS Act and legislative instrument, which based the refund calculation solely on tuition fees.

EXAMPLE 2: Student default in the case of visa refusal (before student commences course)

Julia lives in Germany and has paid \$15,000 tuition fees and \$5,000 non-tuition fees to a provider for a course. She is due to leave Germany in April to start the course. In January the Department of Immigration and Border Protection contact her and advise her visa has been refused. Julia informs her provider of the refusal of her visa, and withdraws from the course before it starts. Julia's provider must now calculate her refund under section 9 of the refund specification.

Refund calculation under section 9 of the refund specification:

a) Total course fee\* minus the lesser of:

(i) 5% of the amount of course fees received by the provider before the default day, or (ii) \$500  
(\*Course fees = tuition fees + non-tuition fees received by the provider in respect of the student)

Calculation:

b) Total course fee = \$15,000 + \$5,000 = \$20,000 minus the lesser of:

(i) 5% of \$20,000 (course fees) = \$1,000 (ii) \$500

Therefore the lesser of (i) \$1,000 and (ii) \$500 is \$500

Refund amount: Total course fee minus (ii) = \$20,000 - \$500 = \$19,500

Under section 9 of the refund specification, Julia's refund would be \$19,500.

Section 10 of the refund specification relates to student default in the case where a student's visa has been refused but where the student has already commenced the course. This may occur when a student is already onshore and has applied for a new visa (refer to Example 3). It aims to balance the student's right to receive a refund of the unspent tuition fees and the right of the provider to retain the portion of fees for the part of the course that has already been delivered. This will result in a fairer outcome for both students and providers in the limited circumstances where this may apply.

In cases where a student has commenced the course non-tuition fees are not required to be refunded.

The reason for this is that non-tuition fees, such as text books or uniforms, which the student has used for the portion of the course they have studied, are not recoverable by the provider. However, as noted above, the amounts of refunds calculated in accordance with the refund specification are minimum amounts, and providers are able to refund higher amounts if they wish.

EXAMPLE 3: Student default in the case of visa refusal (after the student has commenced the course)

Rani is living in Sydney and has just completed a Certificate IV in Hospitality. She decides she would now like to undertake a 40-week (280 calendar day) VET Diploma, and she applies for a new visa.

The tuition fees for the whole course are \$10,000, but Rani pays \$5,000 tuition fees up front for the first half (140 calendar days) of the course.

Rani also pays the provider \$500 in non-tuition fees.

Rani starts the course while awaiting the outcome of her new visa. Two weeks into the course she is refused a visa. She informs her provider and withdraws from the course with effect from the day she was refused the visa (14 calendar days into the course).

Refund calculation under section 10 of the refund specification:

a) Weekly tuition fee = (total tuition fee / number of calendar days in the course) × 7

b) Weeks in default period = number of calendar days from the default day to the end of the period to which the payment relates divided by 7

c) Weekly tuition fee × weeks in default period = Refund amount

Calculation:

a) Weekly tuition fee =  $(\$10,000 / 280) \times 7 = \$250$

b) Default occurs at day 14, therefore number of calendar days between the default day<sup>1</sup> and the end of the period to which the payment of \$5000 relates (140 days) is 140 days minus 14 = 126 days ( $126 / 7 = 18$  (weeks in default period))

<sup>1</sup> When counting the number of calendar days from the default day to the end of the period to which payment relates, the default day is not included in the count – subsection 36(1) Acts Interpretation Act 1901.

number of calendar days from the default day to the end of the period to which the payment relates

c) Refund amount: Weekly tuition fee  $\times$  weeks in default period =  $\$250 \times 18 = \$4,500$

Under section 10 of the refund specification, Rani's refund of tuition fees would be \$4,500. The provider is not required<sup>2</sup> to refund Rani the non-tuition fees she paid.

### AYURVEDA COLLEGE Pty. Ltd.

Registered Training Provider (National Provider No 31161) CRICOS Provider Code 02613K  
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 Ayurveda College, 27 Campbell Rd, Kyogle, NSW 2474  
 Phone: 02 66322244 / 0408485778  
 info@ayurvedahouse.com.au www.ayurvedahouse.com.au

### Refund Application Form

#### Student Details

Student Name:		Student ID Number:	
Phone Number:		Email Address:	
Current Address:			
Current Course of Study:			
Commencement date:		Date you will be ceasing/ have ceased studies:	
Enrolment fee paid	Yes/ No	Course fee paid in full	Yes/ No

I wish to apply for a refund for my course fees or additional fees (where applicable) paid for the course described

above and I have read and understood the terms and conditions of my refund application.

My reasons for applying for a refund are (please tick box which indicates your circumstances):

	Your Circumstances	Enrolment fee refund	Course fee refund
<input type="checkbox"/>	Visa refused prior to course commencement	100%	100%
<input type="checkbox"/>	Visa refused after course commencement	No Refund	Refund amount = total paid less weekly tuition fee of \$155 x number of wks. attended
<input type="checkbox"/>	Withdrawal at least 28days or more prior to agreed start date	100%	100%
<input type="checkbox"/>	Withdrawal at less than 28 days prior to agreed start date	90%	100%
<input type="checkbox"/>	Withdrawal after the agreed start date for whatever reason	No Refund	No Refund
<input type="checkbox"/>	Visa cancelled due to actions of the student	No Refund	No Refund
<input type="checkbox"/>	Enrolment cancelled due to breach of Visa Conditions of Attendance and course progress or any other reason	No Refund	No Refund
<input type="checkbox"/>	Enrolment cancelled due to non-payment of fees-due	No Refund	No Refund
<input type="checkbox"/>	Course withdrawn by Ayurveda College before course start date	100%	100%
<input type="checkbox"/>	Additional service fees	No Refund	No Refund
<input type="checkbox"/>	Course finishes early	No Refund	No Refund

Please note: Carefully read the refund policy before applying for any refund (s). If you are unsatisfied with the CEO of Ayurveda College's decision

on your refund, this does not remove the right of the student to take action under Australia's consumer protection laws.

If a student withdraws from the course without notification or breaches their Visa conditions no refund is payable.

Please write any other relevant details to support your application: (If applicable attach relevant additional information)

\_\_\_\_\_

Banking Detail – Note: we request these details in case your refund application is approved

Name of Bank:			
BSB No.		Bank Account no.	
Name of account holder			

Declaration: I declare that to the best of my knowledge and belief, the above information contained on this form is correct and complete.

I hereby agree to be bound by the Rules and Regulations of The Ayurveda College Pty Ltd

Student Signature:	Date:
Signature of Staff Member:	Date:

#### Ayurveda College Refund Policy

Students wishing to apply for a refund must complete the Application for Refund form. If approved, the refund will be paid within 2 weeks of receiving the completed application. Enrolment fee and course fee must have been paid in full.

#### Terms of Refund

##### 1. Visa Application Refused Prior to commencement

Where a visa application is refused before commencement of the course, the amount of the refund payable by the College is the sum of both tuition and non-tuition fees received by the College in respect of the student (the course fees), less a small amount to account for administrative costs that the College may have incurred in enrolling the student and undertaking other activities in preparation for providing the course to the student.

The small amount of course fees that the College will retain on account of administrative costs is either: 5% of the amount of course fees received or \$500 whichever is less

##### Visa Application Refused After course commencement

Where a visa application is refused after commencement of the course, the amount of refund is calculated as follows: Refund amount = weekly tuition fee x weeks in default period

(This calculation method also applies to refunds of fees in the following circumstances: Provider default (s46A and 46D of the ESOS Act); and Student default where the provider has not entered into a written agreement with the student that meets the requirements of (s47B and 47E(1)(b)(i) of the ESOS Act))

In both circumstances, the student must show proof of refusal and evidence of payment to the College.

However, the College is not required to provide a refund if the visa was refused for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default:

- student's failure to start the course on the agreed starting day
- the student's withdrawal from the course
- the student's failure to pay an amount that he or she was liable to pay the College in order to undertake the course.

Please note: Ayurveda College only enrolls students in the full courses on its scope and not in units individually.

##### 2. Student Default Prior to Commencement

In the event the student cancels their enrolment with at least 28 days or more notice before the course commencement, a refund of 100% of the course fee will be refunded (including the enrolment fee).

- In the event the student cancels their enrolment with less than 28 days prior of course commencement date, the course fees is refunded in full and 90% of enrolment fee is refunded.

##### Student Default After Commencement

In the event the student cancels their enrolment and requests a refund after commencement date of the course, no refund will be issued (No matter what the reason) which includes all monies paid for Overseas Student Health Cover (OSHC), airport pick-up, accommodation booking and board, RPL and enrolment.

If a student completes the course early or fast-tracks or if the course is finished early- the full course fees must be paid before course finish date- No Refunds.

##### Upfront fee payments

(A student can pay full fees if they wish to, but they are not required to pay more than 50% per cent up front fees. If a student pays more than what is on the offer letter, there is no requirement for Ayurveda College to return the excess amount, unless it is an overpayment of the total tuition fees).

##### 3. Provider Default

In the unlikely event of default by Ayurveda College, the student will be offered a place in a suitable alternative course

at another college or will be provided with a refund of all unexpended prepaid tuition fees. The refund will be paid to the student within two weeks of receiving the completed application for refund. The student has the right to choose whether to receive a refund of the unexpended course fees, or accept a place in another course at another college.

##### The College defaults when:

It fails to provide the course to the student on the agreed starting day as per the student agreement and eCoE

The course ceases to be provided to the student any time after it starts but before it is completed

The student has not withdrawn before the default day.

For Ayurveda College Default, if it ceases to provide the course as agreed, TPS (The Tuition Protection Service) will

place the learner into an equivalent course such that: the new location is geographically close to where the learner had

been enrolled, and the learner receives the full services for which they have prepaid at no additional cost to the learner

or if an equivalent course cannot be found, the learner is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.

**No refunds after course commencement**

Procedure Student will need to complete the Refund application form available on request and hand it in to Ayurveda College Student Services. The application form must be accompanied by all supporting documents. Student Services will process the refund application form (Within Study Periods only) and seek approval from the Chief Executive officer for all refunds. The student will receive an email from Student Services with an outcome within 2 wks.  
(Within study periods only).