FEES, CHARGES AND REFUNDS POLICY AND PROCEDURE

PURPOSE:
The VET Quality Framework requires that all RTOs protect fees paid in advance and have a fair and reasonable refund policy. Evolve College is committed to providing a fair and transparent policy and procedure when dealing with students and prospective students in relation to fees charged, protection of fees and refunds where warranted.

A. WHO DOES THIS POLICY AND PROCEDURE APPLY TO?

This policy and procedure applies to all students of Evolve College.

B. GENERAL PROVISIONS

1. Payment of enrolment fees

The following fees apply:
   b) (Options for payment) The Tuition Fee is payable by a number of options as outlined on the relevant Enrolment Form for the chosen course. The student may choose which option to pay by, by selecting the relevant option on the Enrolment Form.
   c) (Course materials) All required student learning and assessment material for each subject enrolled in is included in the Tuition Fee. Items that are not included in student subject fees are described in the document, "Charges not covered by your Tuition Fees" and in the Student Handbook.
   d) (Student amenities fee) In addition to the Tuition Fee for a course, students are required to pay an initial non-refundable student amenities fee of $150 (Student Amenities Fee). This is a one-off payment that is for the duration of the student’s chosen course and gives the student access to amenities provided by Evolve College such as IT support, counselling and careers counselling.
   e) (Additional fees) Additional fees may apply to students who wish to apply for replacement materials and documents, transfer class timetables, defer classes, or other administrative matters which are in addition to and fall outside the course included costs. Details are set out in the Administrative Fees Schedule and in the Student Handbook.
   f) (Marketing materials) Evolve College’s marketing materials (such as our website, brochures and enrolment form) clearly detail information on fees and refunds.
   g) (Students may request special consideration) In line with our values on equity and access, students may approach Evolve College if they have circumstances that warrant special consideration.

2. Financial standards

The following applies:
   a) (Documentation) Evolve College will ensure that the contractual and financial relationship between each student and Evolve College is properly documented, and that copies of the documentation are made available to the student. The
documentation shall include the rights and responsibilities of the student, cost of training, payment arrangements, refund conditions and any matters that place obligations on the student. Documentation may be by way of policy and procedure published on our website at www.evolvecollege.com or by correspondence with the student.

b) (Fee information provided) We provide the following fee information to each client, by publication on our website:
   a. the maximum course cost for a course approved for VET Student Loans;
   b. the total amount of all fees including Tuition Fees and any other charges;
   c. payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/enrolment fee. Note no enrolment fee is payable on any course to which VET Student Loans are available;
   d. for VET Student Loans, the Census Days (i.e. the date in each fee period by which a loan application must be made, and the date by which an already enrolled student who has applied for a VET Student Loan, may withdraw from the course without incurring a debt for the portion of the course that that Census Day relates to);
   e. the nature of the guarantee given by Evolve College to complete delivery of the training and/or assessment relating to the course enrolled in, once that course has commenced; and
   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. Evolve College's fees, charges and refunds 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.

C. REFUNDS

It is the choice of the student as to whether they pay for their course upfront or, if they are enrolling in a course approved for VET Student Loans, by way of a VET Student Loan.

The following provisions apply to students who are not paying for all or part of their course by a VET Student Loan. Fee for service ("Fee for Service") students include any student paying their Tuition Fees upfront, in-full, by instalment or by subject.

3. Refund policy for Fee for Service students

The following applies:
   a) (Cancellation Request) If you wish to terminate your studies before the completion of your course, and you are not paying for your course via a VET Student Loan, you must notify Evolve College in writing of your intention to terminate your course (using the Cancellation Request form available on our website). The Cancellation Request form should be sent to Evolve College at evolve@evolvecollege.com. A refund of the Course Fee will be issued subject to Evolve College receiving the Cancellation Request within the Refund Period and all course materials having been returned to Evolve College in their original condition.
b) **(Refund Period)** In this policy, the “Refund Period” is defined as 10 calendar days from the Agreement Date. The first day of the Refund Period commences the day after the Agreement Date. “Agreement Date” is defined in clauses 1-3 of the Student Agreement (available for download on our website).

c) **(No refund outside Refund Period)** If, as an upfront fee paying student, you fail to notify Evolve College of your Cancellation Request within the Refund Period, no refund is available for the course fees paid, unless compelling circumstances prevail i.e. extreme cases of:
   a. personal hardship, or
   b. medical circumstances,
which require non-completion of the course, in which case an application may be made to Evolve College for special consideration of a refund, using the Special Consideration Request Form. In these cases, the student may wish to return to the College at a later date, in which case a deferred enrolment will be accepted, but the student must return within 6 months of the deferral date to complete the course.

4. **When no refund is available**

The following applies:
   a) **(No refund if no progression)** No refund is available to students who remain enrolled and do not progress. If you decide not to continue with your course you need to notify us of your intention to withdraw or defer using the appropriate form. Fees apply to a deferral according to the Administration Fee Schedule, as downloadable from the policies page on our website. If you do not progress in your course, then we may revoke your student status in accordance with the Student Handbook and the VSL Policy and Procedure.

   b) **(No refund on RPL)** If a student applies for Recognition of Prior Learning (RPL) and the application is not successful, there will be no refund of the RPL application fee.

   c) **(Failure to comply or misleading information)** There is no refund available if:
      a. the student fails to comply with the terms and conditions of enrolment which include Evolve College policies and procedures as downloadable from the policies page on our website and/or provided or referred to in the Student Handbook (including without limitation the Student Code of Conduct); or
      b. the student provides false or misleading information.

5. **Adjustment of payment or study plan**

The following applies:
   a) **(Applicable Form)** Evolve College understands that sometimes difficult circumstances can arise which have an effect on your study. If you wish to apply to have a payment or study plan adjusted, please complete the Special Consideration Request Form and return it to us at evolve@evolve.college.

   b) **(Timing of refunds)** Once a request for special consideration in relation to adjustment of your payment or study plan is received, it will be assessed by the Student Services Team and an initial response regarding the request will be given to the student within 14 days of receipt of the request. This response may be a refusal or agreement to grant the request.
6. How to apply for a refund outside the Refund Period

The following applies:

a) (Applicable Form) A request for a refund outside the Refund Period must be made in writing using the Special Consideration Request Form.

b) (Timing of refunds) Once a request for special consideration in relation to a refund is received, it will be assessed by the Student Services Team and an initial response regarding the refund request will be given to the student within 14 days of receipt of the request. This response may be a refusal or agreement to pay a refund (in whole or part). If it is an agreement to pay a refund, the student must provide their bank account details, and the refund will be applied into their nominated bank account details within a further 7 days of the bank account details having been received.

D. STUDENTS PAYING BY A VET STUDENT LOAN

7. Cancellation and re-crediting of a VET Student Loans course

If you are paying for all or part of your course by a VET Student Loan, you may seek to cancel it and seek a re-credit in accordance with the VSL Student Fees Re-crediting Policy and Procedure, available for download on our website. The terms and conditions of cancellation and re-crediting are set out in that policy.

E. DEFERRAL

The following applies:

a) (Deferral) Deferral of training can be negotiated. Fees apply according to the Administration Fee Schedule, as set out in the Student Handbook.

b) (Form) To apply for deferral of your enrolment, you must use the Course Extension Form, available for download from our website (under the About Tab, in College Policies).

F. TUITION ASSURANCE

8. Where Tuition Fees paid upfront

This section applies to students who pay for their course upfront.

Evolve College accepts payment by a number of options, as outlined on the relevant enrolment form (“Enrolment Form”) for the selected course. One of those options is for upfront payment of course fees. Upfront payments are received by Evolve College, where elected by the student, in line with the Standards Clause 7.3, Schedule 6 Requirements for protecting fees by individual learners, or prospective learners, for services, Option 2. The following applies in respect of upfront payments of Tuition Fees:

a) (Tuition Assurance Scheme) Evolve College shall maintain and hold current membership of a Tuition Assurance Scheme approved by the National VET Regulator in accordance with the requirements of the VET Regulator. Membership of this assurance scheme must ensure that, if the College is unable to provide services for which the student has prepaid:

a. the student will be placed into an equivalent course such that:
i. the new location is geographically close to where the student had been enrolled; and
ii. the student receives the full services for which they have prepaid at no additional cost to the student; or
b. if an equivalent course cannot be found, the student is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.

9. Where Tuition Fees paid by a VET Student Loan

Please refer to the Tuition Assurance section within the Tuition Assurance Policy and Procedure, available for download from our website, www.evolvecollege.com/policies.

G. COMPLAINTS AND APPEALS

10. Complaints and appeals

The following applies:

a) (Complaint or appeal) If you wish to complain about or appeal a decision made by Evolve College in relation to this policy and procedure, you may do so in accordance with the terms and conditions of the Complaints and Appeals Policy and Procedure, downloadable from our policies page.

b) (Applicable Form) Complaints and Appeals are required to be in writing, on the Complaints and Appeals Form, downloadable from our policies page, and emailed to evolve@evolve.college.