FEES, CHARGES AND REFUNDS POLICY AND PROCEDURE

PURPOSE

The Standards for Registered Training Organisations (as in force from time to time) require RTOs to protect fees paid in advance and to 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

a) (**Tuition fee**) A tuition fee ("**Tuition Fee**") applies to all courses, as outlined in the Enrolment Form and Student Handbook, and on the Evolve College website, www.evolvecollege.com.

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 are described in the document "Charges not covered by Tuition Fees", available at www.evolvecollege.com/policies, and in the Student Handbook.

d) (**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 fall outside the costs included in the course. Details are set out in the *Administration and Additional Fee Schedule*, available at www.evolvecollege.com/policies.

e) (**Marketing materials**) Evolve College's marketing materials (such as our website, brochures and enrolment form) clearly detail information on fees and refunds.

f) (**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

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 or by correspondence with the student.

b) (**Fee information provided**) We provide the following fee information to each student, by publication on our website:

   i. the maximum course cost for a course approved for VET Student Loans;

   ii. the total amount of all fees, including Tuition Fees and any other charges;

   iii. 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 for which VET Student Loans are available);

iv. 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 the census day relates to);

v. 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;

vi. 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

vii. Evolve College's fees, charges and refunds policy.

c) (**Employer funding**) Where an 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 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

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 *Course Cancellation Request Form* for your course (Massage or Counselling), available at www.evolvecollege.com/policies. The form should be sent to Evolve College at evolve@evolvecollege.com. A refund of the Course Fee, less an administration fee of $200 (as set out in the *Administration and Additional Fee Schedule*), 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 the Student Agreement for your course (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 personal hardship or medical circumstances which require non-completion of the course. In these cases, an application may be made to Evolve College for special consideration of a refund, using the *Special Consideration Request Form*. 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.

d) (**HLT52021 Diploma of Remedial Massage – withdrawal on or before the census day**) Despite paragraphs (a) to (c), if you are enrolled in the HLT52021 Diploma of Remedial Massage (a course approved for VET Student Loans) and you pay upfront, and you withdraw on or before the census day for the course or part of the course, you will receive a full refund of the tuition fees paid for that course or part of the course, with no administration fee, as set out in the *Student Withdrawal Policy and Procedure*.

e) (**CHC51015 Diploma of Counselling – 30 Day Money Back Guarantee**) In addition to the Refund Period, the CHC51015 Diploma of Counselling is covered by Evolve College's Quality Education Provider 100% Money Back Guarantee. If you are not satisfied with the quality of your

training, you may receive a full refund of fees paid if you request it within 30 days of enrolment or before you complete 30% of your course, whichever occurs first. Conditions apply, including that the guarantee is not available on weekly payment plans. The full terms and conditions are at www.evolvecollege.com/Money-back-guarantee.

4. When no refund is available

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 and Additional Fee Schedule*, available at www.evolvecollege.com/policies. If you do not progress in your course, we may revoke your student status in accordance with the Student Handbook and, for the HLT52021 Diploma of Remedial Massage, the *VSL Policy and Procedure*.

b) (**Failure to comply or misleading information**) There is no refund available if:

   i. the student fails to comply with the terms and conditions of enrolment, which include Evolve College policies and procedures as downloadable from the Policies & Downloads page of our website and/or provided or referred to in the Student Handbook (including without limitation the Student Code of Conduct in the Student Handbook and the *Zero Tolerance Policy on Inappropriate Conduct*); or

   ii. the student provides false or misleading information.

5. Adjustment of payment or study plan

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@evolvecollege.com.

b) (**Timing**) 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 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

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 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 paid into their nominated bank account within a further 7 days of the bank account details being 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 withdraw in accordance with the *Student Withdrawal Policy and Procedure* and seek a re-credit in accordance with the *Student Fees Re-crediting Policy and Procedure*, both available for download from our website at www.evolvecollege.com/policies. The terms and conditions of withdrawal and re-crediting are set out in those policies.

E. DEFERRAL

8. Deferral

a) (**Deferral**) Deferral of training can be negotiated. A deferral fee applies according to the *Administration and Additional Fee Schedule* (no fee applies to Jobs and Skills WA subsidised students), available at www.evolvecollege.com/policies.

b) (**Form**) To apply for deferral of your enrolment, you must use the *Course Extension and Deferral Request Form*, available for download from www.evolvecollege.com/policies.

F. TUITION ASSURANCE

9. Where Tuition Fees are paid upfront

This section applies to students who pay for their course upfront, in full or by instalment.

The Standards for Registered Training Organisations (as in force from time to time) require an RTO that collects more than $1,500 in fees in advance from a student to protect the fees above that amount. Evolve College holds an unconditional bank guarantee with an Australian bank to protect fees paid in advance of more than $1,500 per student. If Evolve College is unable to deliver the training and assessment you have paid for, you will either be placed into an equivalent course at no extra cost or receive a refund of the fees paid in advance of more than $1,500 for services not yet delivered.

Full details are in the *Tuition Assurance Policy and Procedure – Fee for Service*, available at www.evolvecollege.com/policies.

10. Where Tuition Fees are paid by a VET Student Loan

Please refer to the *VSL Tuition Assurance Policy and Procedure* and the *Tuition Assurance Information for Students*, available for download from our website, www.evolvecollege.com/policies.

G. COMPLAINTS AND APPEALS

11. Complaints and appeals

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 *Complaints and Appeals Policy and Procedure*, downloadable from the Policies & Downloads page of our website.

b) (**Applicable form**) Complaints and appeals are required to be in writing, on the *Complaints & Appeal Form*, downloadable from the Policies & Downloads page of our website, and emailed to evolve@evolvecollege.com.

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Related documents: Student Agreements, Tuition Assurance Policy and Procedure – Fee for Service, Administration and Additional Fee Schedule, Charges not covered by Tuition Fees, Student Withdrawal Policy and Procedure, Student Fees Re-crediting Policy and Procedure, VSL Tuition Assurance Policy and Procedure, Complaints and Appeals Policy and Procedure.