GENERAL ENGLISH STUDENT ENROLMENT
APPLICATION FORM

This Application is divided into 5 Sections. 1: Application  2: Enrolment Details  3: Admission Procedure  4: Declaration  5. Fees, Refunds & Conditions

PLEASE COMPLETE ALL FIELDS. INCOMPLETE ENROLMENT FORMS WILL NOT BE PROCESSED, AND THE APPLICATION COULD BE DENIED.

Section 1: APPLICATION
Course start date: ____________________
Course duration: ____________________

ENGLISH COURSE DETAILS - GENERAL ENGLISH (GE)
(CRICOS Code: 098560B)
Do you require an English Language Course?
☐ Yes ☐ No
Which timetable option would you prefer? (subject to availability)
☐ Morning ☐ Evening

GE Course start date:

Please specify how many weeks of GE English do you require (subject to testing and approval from the ELICOS Department):

Section 2: ENROLMENT DETAILS
Title:
☐ Mr ☐ Ms ☐ Mrs ☐ Miss
Family Name (Surname):

Middle Names:

Given Names:

Gender:
☐ Male ☐ Female ☐ Other

Date of Birth (DD / MM / YYYY): _____/_____/______ Age
(students must be 18yrs and over)

In which country were you born?

Town of Birth:

Nationality:

Passport: (please attach copy) Passport Number:

Are you currently in Australia:
☐ Yes ☐ No

Did you receive or download the student brochure?
☐ Yes ☐ No

Did you receive a Pre - Enrolment Handbook?
☐ Yes ☐ No
ENROLMENT ADDRESS:
Address: ___________________________
Suburb: ___________________________
Post code: __________ State: __________
Country: ___________________________
Country Telephone: (area code) __________
Mobile: ___________________________
Email Address: ___________________________

NOTE: YOU MUST ADVISE THE COLLEGE OF CHANGE IN ADDRESS (NAT00080)

POSTAL ADDRESS (IF DIFFERENT THEN ABOVE):
Address: ___________________________
Suburb: ___________________________
Post code: __________ State: __________
Country: ___________________________
Country Telephone: (area code) __________
Mobile: ___________________________
Email Address: ___________________________

NOTE: YOU MUST ADVISE THE COLLEGE OF CHANGE IN ADDRESS (NAT00080)

GUARANTOR/FINANCIAL SPONSOR
☐ Yes ☐ No (Person Paying Fees or Guarantor, cannot be applicant)
Name: ___________________________
Relationship: ___________________________
Address: ___________________________
Suburb: ___________________________
Post code: __________ State: __________
Country: ___________________________

ENTRY REQUIREMENTS
Age (students must be 18yrs and over)
Please complete the student Statement of Purpose and submit with Application.

Attached to this application
☐ Yes ☐ No

OVERSEAS STUDENT HEALTH COVER
Do you require Evolution to arrange Health Cover? (please tick)
☐ Yes ☐ No I will make my own arrangement for the duration of my Student Visa (EELC will still supply you a quote)
If Yes which policy will you require? (please tick)
☐ Single ☐ Family ☐ Couple
☐ I already have Health Cover _ Policy Number: ____________
Expiry Date: ____________ Policy
Provider: ___________________________

Note: Health cover must cover the period of enrolment.

Genuine Temporary Entrant Documentation
You are required to complete the GTE Entry form and submit it with the application

Attached to this application

How did you find out about the college? (please circle)
Agent ☐ Internet ☐ Advertising
Exhibition ☐ Friend ☐ Other
If other, please specify:

If Agent,
Name of Agent Company: ___________________________
Name of Agent: ___________________________

Section 3: ADMISSION PROCEDURE

1. Complete Application form and submit to Evolution English Learning Centre with the following documentation:
   - English Language Proficiency Result (if English is not your first language)
   - High School Certificate / recent Educational results (certified copies only)
   - Financial Viability check (bank statements, etc.)
   - Health Cover for period of study
   - GTE Form
   - Student Statement of Purpose
   - Copy of identification (passport, & all past visas)
   - A release letter if transferring from another college within 6 months of commencing the principle course at that provider

2. Upon receiving this application Evolution English Learning Centre will assess the application and determine if the applicant meets all entry requirements. You will be required to have a student interview with Evolution English Learning Centre’s enrolment Officer.

3. If successful, Evolution English Learning Centre will issue a ‘Letter of Offer’ for a place in the nominated course. Your letter of offer will indicate your fees and charges and terms on conditions that will apply. This is also indicated as part of this application form.

4. The Letter of Offer is emailed to the applicant or education agent. The Letter of Offer includes information on your Course start & finish dates, payment schedule and any RPL or CT you have been granted, as well as a student agreement outlining the Terms & Conditions of Enrolment.

5. Upon receipt of Letter of Offer, if satisfied with the offer, fees, conditions and refund policy, make the initial payment within 7 days as outlined in the Letter of Offer and sign and return the student agreement. If payment and agreement is not received in these 7 days your Offer will be revoked. Your payment will not be processed until we have received a signed student agreement.

6. After receipt of initial payment (including non-refundable Enrolment Fee) & agreement, Evolution English Learning Centre will issue a CoE (Confirmation Of Enrolment)

7. Once you have obtained your Australian Student Visa, you are to Inform Evolution and will be able to book and pay for your flight(s) to Australia. You should arrange to arrive in Australia at least 2 days before the commencement of the program.

8. You will receive a pre-induction letter/email prior to course commencement. This letter/email will outline the date, time, location & requirements of your orientation day. Please note that the orientation day is considered part of your course and is compulsory. You must attend to gain important information about studying at Evolution English Learning Centre and in Australia.

Payment Details

- Telegraphic Transfer / EFT / Internet Banking
- Credit card. MasterCard & Visa are accepted. All credit card payments are attract a 2% surcharge
- EFPOS or Cash at the college
  - Important: if transferring funds by telegraphic transfer or direct deposit, please inform the bank staff to enter your Student ID number (on your CoE) or if making your initial payment, please include your last name and date of birth (DDMMYYYY). By including this information we will be able to verify receipt of your funds in our account.
  - Important: Please ensure that when a payment has been made into the Evolution English Learning Centre bank account that a copy of the bank receipt is faxed or emailed to the office to ensure prompt processing of your payment, and issuance of a COE package.

APPLICATION AND ENROLMENT CONDITIONS

9. EELC reserves the right at its absolute discretion to reject any application or enrolment, along with its necessity to disclose all reasons for its decision. EELC may, as part of the application process, interview students who have applied for EELC courses.

10. All students are bound to comply with the conditions stated in the EELC Student Handbook which are subject to change in times as per notification given in advance. (see www.evolution.edu.au).

11. All students are bound to comply with the Work Experience terms and conditions to ensure that they are eligible to undertake Work Experience/Industry Placement, which are subject to change in times as per notification given in advance. The terms and conditions for Work Experience/Industry Placement are available on our website at www.evolution.edu.au. The criteria for Work Experience/Industry placement will also be provided in writing at orientation the commencement of the course and any changes to the eligibility criteria will be advised in writing throughout the program and will apply from the effective date.
12. EELC undertakes the obligation to systematically ensure that all students updates their contact details at least every study period to include address, mobile phone, home phone, email, etc.

13. It is a condition of enrolment and responsibility of the student to ensure they hold appropriate OSHC (Overseas Student Health Cover) at all times while under a student visa.

14. No student shall be entitled to use the names “Evolution” or “EELC” or “Evolution English Learning Centre” under any circumstances or at any time or in any place whatsoever, whether before, during or after their program and whether as a trade mark, company or trading name or otherwise, regardless of the service or products presented with no time or geographical limitation.

PRIVACY CONDITIONS

15. Access to personal information about the student may be shared between Evolution and the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. This information includes personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of a visa condition.

16. The student agrees for EELC to obtain from a credit reporting agency a credit report containing personal credit information about the student in relation to credit provided by EELC.

17. The student agrees that EELC may exchange information about the student with those persons either named as referees by the student or named in a consumer credit report issued by a credit reporting agency for the following purposes:
   - to assess an application by the student; and/or
   - to notify other credit providers or training institutions of a default by the student; and/or
   - to exchange information with other credit providers as to the status of the student’s credit account, where the student is in default with other credit providers; and/or
   - to assess the credit worthiness of the student.

18. The student consents to EELC being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

19. The student agrees that personal credit information provided may be used and retained by EELC for the following purposes and for other purposes as shall be agreed between the student and EELC or required by law from time to time:
   - provision of services; and/or
   - marketing of services or training courses by Evolution English Learning Centre; and/or
   - analysing, verifying and/or checking the student’s credit, payment and/or status in relation to the continuing relationship between the student and EELC; and/or processing of any payment instructions, direct debit facilities and/or credit facilities requested by the student; and/or enabling the daily operation of the student’s account and/or the collection of amounts outstanding on the student’s account in relation to the services.

20. The student may give information about the student to a credit reporting agency for the following purposes:
   - to obtain a consumer credit report about the student; and/or
   - allow the credit reporting agency to create or maintain a credit information file containing information about the student.

21. All student records/USI are stored and archived in accordance with the requirements set by ASQA (Clauses 3.1-3.4-3.6) and retained records are retrievable for perusal by students or regulatory authorities if requested and in accordance with Australian Privacy Principles. For more information click on the Privacy section of Evolution English Learning Centre website.
SECTION 4: DECLARATION AND RELEASE BY APPLICANT

I acknowledge that all the information provided on this form is correct and declare that I will abide by the terms and conditions in the Fees, Conditions and Refunds policy and the Code of Conduct outlined in the Student Handbook.

I agree to be bound by Evolution English Learning Centre’s rules and regulations, and acknowledge that all disputes arising from the details and conditions contained in the application shall be governed by and constructed in accordance with the laws of Australia and be submitted to the jurisdiction of the courts of Australia.

I authorise Evolution English Learning Centre to obtain further information if necessary from any relevant educational institution or previous employer as required.

I confirm that I understand and accept that my personal information may be issued by Evolution Institute of Hospitality to any Government Agency for the purposes of monitoring our RTO compliance and standards of training and assessment and also to the Tuition Assurance Scheme provider. The Information contained on my enrolment form may be used by my RTO or the following third parties for administrative, regulatory and research purposes:

- School – if I am a school based apprentice or trainee or VET in Schools student
- Employer – if I am enrolled in training paid by my employer
- Government departments and agencies and authorised VET related bodies
- VET regulators
- I instruct an agent to complete this application form on my behalf, I do so on the basis that the agent is acting for me and it remains my responsibility to read the Terms and Conditions of Enrolment.

I understand that I need to request and be issued a formal Letter of Release in order to formally withdraw from the course, and under the National Code I must gain a letter of release from Evolution if I intend to change provider within 6 months of commencement of my principle course at Evolution.

I understand that I will be placed in a timetable and location allocated by Evolution, and this timetable may change during my course. I must attend all classes in my allocated timetable. I may apply for a timetable transfer only if I have extenuating compassionate circumstances.

I agree that I must stay and complete the Primary course with Evolution as per my Visa conditions.

Media / Social Release - I give permission for my image, testimony or written comments to be used in Evolution English Learning Centre’s marketing material, website and social media.

I agree not to post (on any form of social media) negative or misleading information that may cause harm to persons or to Evolution English Learning Centre as a provider of training and assessment.

I declare that I have read and understood the Code of Practice and Evolution English Learning Centres Student Handbook and marketing materials including Course Brochures available on Evolution English Learning Centre website at www.evolution.edu.au.

I declare that I have read and understood the ESOS Framework (amended to include Tuition Protection Service effective from 1st July 2012), the Fees, Charges and Refund Policy and Procedure as part of this document, outlined in my Letter of Offer and made available to me on the EELC Web site www.evolution.edu.au, (Section 5 of this document)

I confirm that I agree to make payments as indicated in the Payment Schedule as laid out when released in a Letter of Offer. Should I decide to pay tuition fee(s) to third party, the accountability and responsibility remains with me until the funds reached Evolution English Learning Centre’s bank account. I also accept that late fee payment will attract a 10% surcharge on outstanding monies owed to Evolution English Learning Centre.

I give consent for Evolution English Learning Centre to provide my Education Agent with personal information and notifications that pertain to my continued studies.

By signing this application/enrolment form, I allow Evolution English Learning Centre to contact me by e-mail and/or SMS in regards to course requirements. Also I understand that I must update my e-mail and mobile phone numbers with Evolution English Learning Centre as I may receive important information through these channels.

I declare that the information I have provided is true and correct. I am aware of the consequences that may arise from providing false, misleading or incomplete information, including the cancellation of my enrolment or the withdrawal of any offer made by Evolution English Learning Centre.

I have read and consent to the collection, use and disclosure of my personal information pursuant to the information detailed at https://www.usi.gov.au/training-organisations/usi-support-materials/privacy-notice-students-when-applying-usi-their-0

I understand that I may receive a national Centre for Vocational Education research (NCVER) student survey

I confirm I have read and clearly understood the information on this form.

Signature of Applicant: ___________________________
Date (DD / MM / YYYY) ________ / ___ / ___
RETURN THIS FORM TO: Evolution English Learning Centre
Please send/enquiries to: enrol@evolution.edu.au
SECTION 5: Terms and Conditions – English

English Language Intensive Courses for Overseas Students (ELICOS) sector of Australian education has been the ELICOS requirements though the establishment and ongoing maintenance of an appropriate regulatory framework to protect the sector. The National standards for ELICOS providers and courses (ELICOS Standards) are used as guidelines for determining whether providers should be accepted for registration on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) under the ESOS legislative framework.

This Terms and Conditions are governed under the ESOS framework (amended to include Tuition Protection Service effective from 1st July 2012).

This condition, 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.

FEES

Application Fee

Note: The following statement applies to all non-refundable and refundable charges listed below. Under any circumstance the items listed below Administration Fee, COE Reissued Fees and for this reason are not listed items on the eCOE.

Administration Fee (Non-Refundable)
Administration Fee $250.00 will be charged to cover the costs of reviewing and processing student enrolment and to issue documentations for a student to obtain relevant visa. Fees may be paid in cash, EFT, Internet Banking or by Credit Card.

Deposit Bond (if applicable)
A deposit bond of $500 AUD is collected on application enrolment for the purpose of leasing computer device by student. Deposit Bond $500.00 will be refunded after laptop has been returned by student to IT Department with the original conditions and good working order.

*** The Deposit Bond as an item is not part of course fees, therefore will not appear on eCOE.
*** The deposit bond is NOT transferable to another student.
*** The deposit bond will be NOT refundable if the computer device has been damaged.
*** The deposit bond will be NOT refundable if the student has breached visa conditions.

Materials Fee (Refundable)
EELC will charge $88.00 as Materials Fee to provide textbooks, learning materials and resources required to complete learning activities. ***Materials Fee is not refundable if the student cancels the enrolment less than 28 days before course commencement.

New Confirmation of Enrolment (COE) (Non-Refundable)
After the Confirmation of Enrolment (COE) has been created for an international student, a fee of $50.00 is payable to EELC if any of the details on the COE need to be altered and a new COE needs to be issued because of an error or change in the enrolment information submitted to EELC in relation to the student.

English Testing Fee (Non-Refundable)
The student will be charged $22.00 English Testing Fees to change level of enrolment at EELC. For example, the student has been allocated class at Intermediate Level; however, the student has believed that he/she should be in Upper-Intermediate Level. Then the student can request EELC to arrange English Test to find out the English Proficiency Skills to enroll in desired level of class.
Course Fee
Course Fee is the fee for studying your course. EELC does not collect tuition fees exceeding 50% of the total tuition fees of each course upfront (if the course duration is more than 25 weeks) unless student has given permission to do so. Although EELC is not required to collect full payment (100%) of tuition fees from the paying student, this may take place if the student requires EELC to do so.

Your Course Fees may include the following:

1. Invoiced tuition fees must be paid to EELC and proof of payment must be confirmed before a Confirmation of Enrolment can be issued.
2. EELC is entitled to accept all tuition payments. However, should the intake be unavailable to the student after payment has been received, every reasonable effort will be made to accommodate the student in the next available intake.
3. New students must pay the full amount of all invoiced tuition fees in cleared funds prior to issuing CoE.
4. Re-enrolling/continuing students must pay the full amount of all invoiced tuition fees in cleared funds prior to reissuing CoE.
5. Evolution English Language Center reserves the right to review fees at all times.
6. Any change in tuition fees will be advised in writing to new and continuing applicants, and will appear in all public, promotional and marketing materials.
7. The new fees will apply to all New Enrolments/ Re-enrolments payments due from the published effective date.
8. After issuance of an original Academic Transcript or Statement of Attainment on completion of a program or part thereof, any requests for reissue of Qualification, Academic Transcript or Statement of Attainment will incur a charge as available at www.evolution.edu.au see Incidental Fees and Charges

Provider Default

a) In the case of **Provider Default**, where a scheduled course has been canceled (prior to student course commencement)
EELC will discharge its obligation as set out under section 46D of the amended ESOS Act 2000, within 14 days after the default day, by providing the following options to students and to report the outcome of confirmed default occurring within 7 subsequent days;
I. EELC arranges for the student to be offered a place in an alternative course at EELC’s expense, offer which the student will accept in writing; or
II. EELC issue a refund of the amount, worked out in accordance with the legislative instrument made under subsection (7) of 46D of the amended ESOS Act 2000, of any unspent pre-paid fees received by EELC in respect of the student. EELC will provide the full statement to student that explains how the refund amount has been calculated.

b) In the event of a **Provider Default**, where a scheduled course has been canceled (after the student commenced the course)
EELC will offer the student a choice of either a full refund for the difference between the pre-paid tuition fees and the course units delivered and assessed, or an alternative course in which the entry requirements are met by student. In this circumstance the following will take place:
I. The student choice will be documented, and an acknowledgement of decision signed and dated by student and Student Support Services Manager.

II. Should the student select option to transfer to alternative course, there will be no refund for the prior enrolled course, nor additional tuition fees for alternative course.

III. Should the provider not be able to meet its obligations to an affected student via offering an alternative course, or, is unable to provide a refund, then the Academic Manager will provide the student with options for suitable alternative courses (if any such courses are available) or provide a refund for unexpended (not spent) tuition fees.

IV. Failure to start the program on the agreed course start date, the program ceasing after it starts and before it is completed or because a sanction is imposed upon EELC under Part 6 of the amendment of ESOS Act 2000, the student will be notified by EELC in writing which complies with the legislative requirement made under section 46B of the amended ESOS Act 2000, provided the student has not withdrawn before the default date. EELC will notify in writing the Secretary and TPS Director of its default within 3 business days of the default occurring.

c) In the case of Provider Default, if student selects to receive the refund of unexpended (not spent) tuition fee, the calculation of refund will be performed under section 7 of the Education Services for Overseas Students (ESOS) Act Specification 2014.

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

ii. Weeks in default period = number of calendar days from the default day to the end of the period to which the payments already paid relates (divided by 7)

iii. Refund amount = weekly tuition fee x weeks in default period

Student Default
In the case of Student Default
An overseas student has defaulted in relation to a course at a location if:

a. The course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or

b. The student withdraws from the course at the location (either before or after the agreed starting day); or

c. The registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:

   i. the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;

   ii. the student breached a condition of his or her student visa;

   iii. misbehaviour by the student.

   iv. the student fails to comply with the terms and conditions of the enrolment and the enrolment is cancelled by EELC

   v. the student has not met the minimum requirements to commence subsequent courses (refer student default ESOS Act Section 47A)

   vi. Refund is paid @100% of the paid tuition less the refund processing fee of $400.00AUD (reference current version Incidental Fees and Charges)
**Note:** Evolution will provide the student natural justice before refusing to provide, or continue providing, the course to the student at the location. (refer student default ESOS Act Section 47A (3))

Evolution will provide a refund of the amount (if any) required by the student acceptance agreement entered into with the students under section 47B. (refer student default ESOS Act Section 47D (2))

**Note:** a student does not default for failing to start a course on the agreed starting day if he/she does not start that course because the provider defaults in relation to the course at the location under subparagraph 46A(1)(a)(i).

Students are also deemed as defaulted in the case of visa refusal, due to misleading or fraudulent documents. This is not part of the written agreement and therefore cannot be covered by section 47D of the ESOS Act, the section of the ESOS Act in this regard is section 47E.

In the case where a student has been refused a student visa; **and the refusal** was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the course at the location:

I. the student’s failure to start the course at the location on the agreed starting day;

II. the students’ withdrawal from the course at that location;

III. the students’ failure to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course at that location. (refer ESOS Act Section 47D (5))

IV. The Information provided to Evolution on the application process is different to the information provided to Department of Home Affairs has refused a Visa due to the information they have been given. The application documents are then deemed to be misleading or fraudulent

V. A refund processing fee will apply. This is charged in accordance to the current “Incidental Fees and Charges”.

The format to be used to work out the amount of unexpended (not spent) pre-paid fees in this case is in accordance with the legislative instrument under subsection 47E (4).

a. The student or prospective student has been provided a copy of the fees, charges and refund policy and acknowledges and agrees to the terms and conditions of the fees, charges and refund policy on signing the student acceptance agreement (reference: Letter of Offer and attached pro forma email)

b. Evolution reserves the right to amend this policy at any time; the amendments will be for the purpose of continuous improvement of Evolution operations and may affect the student in some way, shape or form. (refer definition: Amendment to Policy)

c. Requests for refund must be made in writing using the applicable form - the Withdraw/Refund Application Form

The application for refund will be reviewed by the Chief Operating Officer as delegated and if warranted will be authorised for payment.
e. Evolution will notify the Secretary via PRISMS of any students that complete their course early, transfer to another provider, defer or are suspended or have their enrolment cancelled or change the expected completion date of study.

f. All sections of the refund application form must be completed by the student and signed and dated, associated documentation is required to facilitate approval for refund.

g. The signature of student will be matched to student’s signature on file and if different, the refund will not be processed.

h. Should the form and associated documentation be incomplete this may delay the processing of claim for refund.

i. Once the completed refund claim form is received, it will be assessed and the refunds due to the student will be paid within 4 weeks of receiving completed written application on the appropriate form with associated documentation.

j. The refund will be paid directly to students or their nominated bank account.

Deferring Commencement

Where an applicant elects to defer commencement of a EELC program for which an Acceptance Of Offer form has been accepted (by payment of course fees), any tuition fees or deposits paid will be held for up to 12 months from the original commencement date, to be applied to the new commencement date, on the condition that the written application to defer commencement has been received from the applicant by EELC not less than 28 days prior to the original commencement date.

Every reasonable effort will be made to accommodate the applicant in a later course of his or her choice. If the fee for the course to be attended is greater than that of the course originally selected, the applicant shall pay the balance in cleared funds to EELC within a designated time frame.

Once the 12-month period after deferment lapses the applicant would be required to re-apply to EELC.

Student is entitled to deferral only once (1 term equaling to 3 months). Where a student has packaged their enrolment with English and EELC the deferral will be reviewed and will be subject to valid reason for further deferral.

For a student who defers a course and then withdraw from the deferred course, the original Course Start Date before deferment(s) will be used as the Course Start Date for his/her refund calculation.

Special Circumstances

a. There is a death of a close family member of the student. To be considered, the death must be either, a parent, a grandparent, a sibling, a spouse or their child and the student must not have commenced the course. (documentation is required to validate claim)

b. Prior to course commencement, there is a major political upheaval or natural disaster in home country (this request for refund will be reviewed and considered by the Chief Operating Officer, it is Chief Operating Officer’s discretion whether to approve this request. (documentation is required to validate claim)
Fee Reduction

Where a course credit is granted any tuition fees paid for the course shall be deducted from the last instalment of tuition fees. Please note, any application for fee reduction must be processed before course commencement. No fee reductions must be processed before course commencement. No fee reductions will be made after 2 weeks from the course commencement. No refund will be made to the student and the remaining of the fees needs to be settled before the student’s departure.

If student completes his or her course earlier than the expected completion date, the full course fee must be paid before issuing his or her certificate.

Incidental Fees and Charges
Reference Document schedule of: Incidental Fees and Charges
Note all items listed are not refundable.

New confirmation of enrolment (COE)
When a new confirmation of enrolment is issued this fee is $50, there is no refund for New confirmation of enrolment.

Tuition Fees
Evolution will charge a nominal fee per course enrolled. An initial tuition fee (no more than 50% tuition fees for each course) must be paid in advance of course commencement date. (Evolution English Language Center website, Letter of Offer, Enrolment Form and Student Handbook) clearly details information on fees and refunds.

We provide the following fee information to each client:

a. the total amount of all fees including administration fees, tuition fees, and any other charges
b. payment terms, including the timing and amount of fees to be paid and any non-refundable administration fee
c. the nature of the guarantee given by the registered training organisation to complete the training and/or assessment once the student has commenced study in their chosen course
d. 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 the organisation’s refund policy.

Cooling Off Period
This policy applies:

a) the learner’s rights as a consumer, including but not limited to any statutory cooling-off period, if one applies (Standard 5.3 – Standards of Registration for RTO 2015)

Students will be provided 3-day cooling-off period from the date of submission of the signed letter of offer provided the period is more than 7 days prior to the agreed start date of the course.
Should a student enrol into a program at Evolution English Language Center less than 7 days of the course commencement the cooling off period will not apply in this instance.


Process for Payment of Fees

- The signed letter of offer acknowledgement and signed student acceptance agreement with associated documentation must be submitted to Evolution with the payment of administration fee and payment of no more than 50% of total tuition fees for each enrolled course and any other required fees.

- Students are not required to pay balance of tuition fees earlier than 2 weeks before the start of the second study period.

- eCOE will be provided once the student acceptance agreement (LOO) has been completed in full and signed dated by student, initial payment (amount as stated on Letter of Offer) is settled in full and required document(s) is submitted.

- Students must have OSHC prior to arrival in Australia.

- If a course is only one study period of 24 weeks or less duration, the tuition fees will be charged in full. For example, a CRICOS registered course of 26 weeks with 4 weeks of holidays will clearly detail on the written agreement that the study period is 22 weeks with 4 weeks holiday that are not included in the study period.

- Student pre-paid tuition fees will be deposited into our Pre-paid ADI account within 5 business days of receiving them.

- If a student voluntarily pays further tuition fees after commencement but earlier than two weeks before the start of the second study period, we are not required to return the fees in this instance.

- We do not accept pre-paid tuition fees from any prospective student until a Student Acceptance Agreement has been signed.

- Student pre-paid tuition fees must be received before student commences the course.

- Invoices to students will clearly detail the due dates for payment of tuition fees.

- In line with our values on equity and access, students may approach the RTO if they have circumstances that warrant an alternative payment structure being agreed. A payment plan may be warranted with several progress payments.

- All refunds are to be approved by the Chief Operating Officer.

Fees Protection

Evolution warrants that it maintains pre-paid student fees in an Approved Deposit Taking Institute account (Pre-paid ADI account), this is a holding account separate from our operational account. Once the student has commenced study in their chosen qualification or course the Pre-paid fees are then transferred from the Pre-paid ADI account to the operational account.
All refunds

I. Refund entitlements will be calculated in accordance with the ESOS Framework.

II. Evolution English Language Center as the registered provider includes all the following information which is consistent with the requirements of the ESOS Act and the National Code 2017 in relation to refunds of the course money in the case of student and provider default within a written agreement provided to the student, known as a letter of Offer.

III. Information within the written agreement as per the National Code 2017 and in accordance with the ESOS Act includes:
   a) amounts that may or may not be repaid to the student (including any course money collected by education agents on behalf of the registered provider)
   b) processes for claiming a refund
   c) a plain English explanation of what happens in the event of a course not being delivered, and
   d) a statement that “This 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”

Visa Refusal

Note: These are the types of visa refusal

1. Visa Refusal for the initial application
2. Refusal of a visa renewal after the initial application. This is classified as a student default

If a student is refused a visa with appropriate study rights and: (a) is unable to commence the course, (student default) EELC will refund the amount of the course fees, minus the lesser of:

i. 5% or $400 whichever is the lesser of the amount of the course fees received in respect of the student before the default day (Section 47E (2) of the ESOS Act 2000);

or

ii. Evolution English Language Center will refund all unspent tuition fees – (provider default), calculated as follows:
   a) Pre-paid amount for a particular period / Number of weeks to which the payment relates
      = Tuition fee per week
   b) Tuition fee per week × number of weeks between the date of default and the end of the period to which the payment relates
      = unspent pre-paid tuition (the refund amount)

Note: Administration fee, Change of Class Timetable and Deposit Bond (if applicable) are non-refundable under any circumstance. Refer to Non-refundable Items section of this document.

A refund processing fee will apply. This is charged in accordance to the current “Incidental Fees and Charges” in the instance of visa refusal.

Where a renewal visa is declined, this section must be read in conjunction with the sections below: Part Refund and Non-refundable items.

Overseas Student Health Cover (OSHC)
Where a student has had a visa refusal, the student is required to contact the Insurance Health provider to discuss refund of OSHC.
Part Refund

Tuition fees will be part refunded or reallocated under the following circumstances:

1. The student has paid more than 50% of total tuition fees for a course prior to commencement; funds will be allocated into EELC TPS Account and the students payment plan may be adjusted (this may not apply for overseas transfer of funds. Students are advised to contact EELC in writing. An email may be sent to accounts@evolution.edu.au)

2. If a student voluntarily withdrawal by submitting the completed withdrawal/refund application with supporting document(s) more than 28 days from his/her course commencement date, he/she will be entitled to 50% refund of unexpensed (not spent) tuition fee. However, Administration fee and Deposit Bond (if applicable) is non-refundable under any circumstances.

Non-Refundable Items

1. If complete written notice with required full supporting documents is given less than 14 days prior to the course start date, his/her pre-paid unspent tuition fee will be forfeited
2. If a student withdraws from a course after the course start date, his/her pre-paid tuition fee will be forfeited
3. No refund will be made and the full course fee is payable where a student fail to complete, withdraws from, or does not commence EELC program (where they have not formally withdrawn), including where:
   a. Such failure to complete, withdrawal or non-commencement results from changes to student’s visa status, or
   b. For visa cancellation, or a student elects to transfer to a different ELICOS Provider after his/her course has commenced, or
   c. Failure to make payment within 28 days of ‘intention to report for non-payment of fees’ letter, or
   d. misbehaviour by the student
4. Should a Visa be refused due to misleading or fraudulent documents, and the information provided on application to Evolution is different a refund will not apply.
5. Evolution has withdrawn its offer to applicant where it was found that false or misleading or incorrect or incomplete information has been provided on application (this is prior to course commencement)
6. Evolution has cancelled student enrolment due to student breaching the course progress requirements. Refund will be provided for tuition fees paid for study periods not commenced.
7. Note the Deposit Bond (if applicable) will not be returned under the following circumstances:
   • Visa Refusal and cancelation – should immigration refuse new or renewal of visa
   • Voluntary Withdrawal under any circumstances
   • Evolution English Language Center – cancels student enrolment
   • Where a student changes enrolment pathway which is lower in AQF Level: eg: Pathway of student is Certificate III + Diploma the student wishes to change enrolment to Certificate III + Certificate IV
How to apply for refund

Step 1: Complete the withdrawal/refund application form. This form can be downloaded from Evolution English Language Center’s website [www.evolution.edu.au](http://www.evolution.edu.au) or you can get a copy on campus.

*please ensure you fill in your withdrawal/refund form with all required detail, sign and date accordingly. The incomplete form will delay your withdraw/refund process, which might further affect your refund payment.

Step 2: Submit your complete withdrawal/refund form with supporting documents to EELC Student Support Team. (on campus or via email to studentsupport@evolution.edu.au and accounts@evolution.edu.au)

Step 3: Your withdrawal/Refund application will be processed by our Student Support Team in 5 business days. This time duration might be longer during peak seasons.

Step 4: Once your withdrawal/Refund application finalised, our Finance Department Team will contact you via your registered email address. Please check your email regularly.

How and when will a Refund be paid

a. A refund will only be paid where a withdrawal/refund application form has been completed. This form MUST be filled, signed and dated by a student in person. Supporting evidence(s) MUST be provided to validate the withdraw/refund request.

b. Students eligible refund will be made to his/her nominated bank account indicated on his/her valid withdrawal/refund application. No refund will be paid to a third party unless it is indicated at the time the withdrawal/refund application is lodged. However, if a student paid his/her fee through credit card, the eligible refund will be paid back to that credit card, and credit card surcharge is non-refundable.

c. All refund will be made in Australian Currency only. Bank charges for refund will be deducted from the refund amount. EELC is not responsible for any transaction loss as a result of currency exchange fluctuations, delays or loss of refund in transit (due to incorrect bank detail provided by a student).

d. EELC undertakes the obligation to make refund within 28 days from receiving the completed withdrawal/refund application with required supporting evidence(s).

e. A refund processing fee will apply. This is charged in accordance to the current "Incidental Fees and Charges”

Note: A student may elect to have any unexpended pre-paid tuition fee transferred to an alternative EELC program if he/she has an approved application for the alternative EELC program. However, the transfer request must be lodged NO LESS THAN 28 days from the course start date of enrolled course. And this transfer of fees is non-refundable and cannot be transfer again to another alternative EELC program. If transfer request is lodged less than 28 days from the course start date, the transfer of unspent pre-paid tuition fee would not be granted.

EELC reserves the right to change this policy at any time. And a student’s refund determination and calculation will base on our applicable policy at the time withdraw written notice is given. For our latest policy, please refer to our official website [www.evolution.edu.au](http://www.evolution.edu.au)
PRIVACY CONDITIONS

1. Access to personal information about the student may be shared between Evolution and the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. This information includes personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of a visa condition.

2. The student agrees for EELC to obtain from a credit reporting agency a credit report containing personal credit information about the student in relation to credit provided by EELC.
   - to assess an application by the student; and/or
   - to notify other credit providers or training institutions of a default by the student; and/or
   - to exchange information with other credit providers as to the status of the student’s credit account, where the student is in default with other credit providers; and/or
   - to assess the credit worthiness of the student.

3. The student consents to EELC being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

4. The student agrees that personal credit information provided may be used and retained by EELC for the following purposes and for other purposes as shall be agreed between the student and EELC or required by law from time to time:
   - to obtain a consumer credit report about the student; and/or
   - allow the credit reporting agency to create or maintain a credit information file containing information about the student
   - analysing, verifying and/or checking the student’s credit, payment and/or status in relation to the continuing relationship between the student and EELC; and/or processing of any payment instructions, direct debit facilities and/or credit facilities requested by the student; and/or enabling the daily operation of the student’s account and/or the collection of amounts outstanding on the student’s account in relation to the services.

5. The student may give information about the student to a credit reporting agency for the following purposes:
   - to obtain a consumer credit report about the student; and/or
   - allow the credit reporting agency to create or maintain a credit information file containing information about the student.

6. EELC clearly states all its policies applying to privacy on its website; www.evolution.edu.au.

This policy and the “written agreement” Letter of offer does not remove the right of a student to take action under Australia Consumer Protection Law.