1. **Purpose and Objectives**
   1.1 Overseas student policies and procedures are governed under the VET Quality Framework, the Higher Education Standards Framework and, the ESOS Framework.
   1.2 This policy will be made available to prospective applicants and students as part of an online Application Form. Students are also reminded during Orientation sessions of the location of all online policies and procedures.
   1.3 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.

2. **Scope**
   2.1 **Fees**
      2.1.1 A non-refundable administration fee will be charged for (HE) and (VET) Programs when an applicant formally accepts an offer from Le Cordon Bleu Australia (LCBA) Pty Ltd. The enrolment fee will be paid at the same time an applicant pays their first instalment of tuition fees.

   **Am I a domestic or international student?**

   **You are a domestic student if you are:**
   - an Australian citizen
   - an Australian Permanent Resident (visa status)
   - a New Zealand citizen

   **You are an international student if you are:**
   - a Temporary Resident (visa status) of Australia,
   - a Permanent Resident (visa status) of New Zealand
   - a Resident or Citizen of any other country

   If you are an international student and your status changes to Permanent Resident (PR) then you will be eligible to apply for enrolment as a domestic fee-paying student.

   2.1.2 Invoiced tuition fees must be paid to LCBA and proof of receipt of payment must be confirmed before a Confirmation of Enrolment can be issued.

   2.1.3 Re-enrolling/continuing students are required to pay the full amount of all invoiced tuition fees in cleared funds prior to the commencement of that study period and no later than the specified due date.

   2.1.4 LCBA reserves the right to review fees at any time. The new fees will apply to all payments due from the published date.

   2.1.5 Applicants must pay tuition fees as per a provided Letter of Offer; all cleared funds must be received no less than 8 weeks prior to Program commencement.
2.1.6 LCBA is entitled to accept prior to program commencement up to 50% of the total Program tuition fees for Programs longer than 24 weeks and 100% of the total Program tuition fees for Programs of 25 weeks duration or less. Should the intake be unavailable to the applicant after payment has been received, every reasonable effort will be made to accommodate the applicant in the next available intake. However, students, or the person responsible for paying the tuition fees, can choose to pay more than 50 per cent of their tuition fees before they start their course.

2.1.7 Where a student is required to repeat a unit of competency in a (VET) Program or unit in a (HE) Program, the student will be required to re-enrol and pay the current applicable tuition fee nominated for that unit of competency or unit, on each occasion.

2.1.8 Any change in tuition fees will be advised in writing to current students and applicants, and will appear in all public, promotional and marketing materials, at least three (3) months prior to commencement of the study period to which they apply.

2.1.9 Where a student is required to repeat Work Integrated Learning because he or she received a fail grade on the previous attempt, a fee will be charged.

2.1.10 Where a LCBA student receives a not-yet competent grade for an assessment in a LCBA VET Program, on written request the student may be reassessed.

2.1.11 Each reassessment will incur a fee of AUD $500 for practical and $200 for a theory assessment.

2.1.12 After issuance of an original Academic Transcript, Statement of Attainment or Parchment on completion of a Program or part thereof, all additional requests will incur a charge of AUD $20 per Academic Transcript or Statement of Attainment, and AUD $50 for each additional Le Cordon Bleu Parchment.

2.1.13 If a Bachelor of Business student is successful in obtaining approval for a 12 month continuous Work Integrated Learning subject (i.e. combined Work Integrated Learning 1 and Work Integrated Learning 2), then the student must finalise all associated payments applicable to Work Integrated Learning 2, payable two weeks prior to undertaking the rescheduled Work Integrated Learning 2 subject (see Work Integrated Learning Policy).

2.1.14 In the case of a packaged offer of Programs the fees for the first term or semester of the principal course will be required for the Confirmation of Enrolment to be issued. The packaged Programs covered by this policy include:

- English Course of 25 weeks or greater plus a Bachelor/Master’s Program
- English Course of 25 weeks or greater plus an Advanced Diploma plus a Bachelor Program
- Certificate III plus Bachelor Program
- Advanced Diploma of Hospitality plus Bachelor Program.
Fees, Refunds and Conditions Policy - Overseas Students Higher and Vocational Education

2.2 Fee Reduction

2.2.1 Where a unit of competency/unit for academic credit is granted any tuition fees paid for that unit of competency/unit shall be deducted from the next instalment of tuition fees.

2.3 Le Cordon Bleu Australia Pty Ltd Default

2.3.1 If an applicant or student is unable to complete a LCBA Program due to a default by LCBA being; the failure to start the Program on the agreed starting date, the program ceasing after it starts and before it is completed or because a sanction is imposed upon LCBA under relevant State or Federal legislation, the applicant and/or student shall be entitled to a refund or an alternative program in accordance with the provisions of the Education Services for Overseas Students (ESOS) Act 2000 and its amendments.

2.3.2 Where a refund is required, the amount of the refund will be paid within two weeks of the date of the default.

2.4 Student Default

2.4.1 Where an applicant is unable to commence a LCBA program as a result of a visa not being issued for whatever reason, a refund of fees or other compensation will be made in accordance with the requirements of the ESOS Act 2000, as amended and the National Code 2007. Please note that the non-refundable deposit is not refundable.

2.4.2 Where an applicant elects not to commence a LCBA program (non-packaged program) and gives notice in writing at least 28 days before the commencement of the Program, 85% of any tuition fees paid for programs not yet commenced, will be refunded. The applicant may elect to have any paid tuition fees transferred to an alternative LCBA program if he or she has an approved application for the alternative program. If an applicant gives less than 28 days’ notice he or she will not be entitled to any refund or transfer of fees.

2.5 Packaged Programs

2.5.1 Where an applicant elects not to commence a LCBA “packaged” program and gives notice in writing at least 28 days before the commencement of the principal program, 50% of any tuition fee paid for programs not yet commenced will be refunded. The applicant may elect to have any paid tuition fees transferred to an alternate LCBA program if he or she has an approved application for an alternative program. Where tuition fees are transferred to an alternate LCBA program and the applicant elects not to commence a LCBA program and gives notice in writing at least 28 days before the commencement of the alternate program, 50% of any tuition fee paid for programs not yet commenced will be refunded. If an applicant gives less than 28 days’ notice he or she will not be entitled to any refund of fees.

2.5.2 No refunds will be made where an applicant or student fails to complete, withdraws from or does not commence a LCBA program as a result of;
Fees, Refunds and Conditions Policy - Overseas Students Higher and Vocational Education

2.5.2.1 a change to student visa status;
2.5.2.2 cancellation of the student visa; or
2.5.2.3 a student elects to transfer to a different provider after the student has commenced.

2.6 Deferring Program Commencement

2.6.1 Where an applicant or student elects to defer commencement of a LCBA program for which an Acceptance of Offer form has been signed, 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 by LCBA not less than 28 days prior to the original commencement date.

2.6.2 Where an applicant or student elects to defer to a later intake, they must do so in writing no less than 5 days prior to the program commencement date. An applicant or student notifying LCBA of their intent to defer to a later date less than 5 days prior to program commencement date will incur a deferment fee.

2.6.3 Every reasonable effort will be made to accommodate the applicant in a later program of their choice. If the fee for the program to be attended is greater than that of the program originally selected, the applicant shall pay the balance in cleared funds to LCBA prior to program commencement.

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

2.7 Payment

2.7.1 Any student refusing to pay fees after requests have been made in writing, to the most recent contact details provided by the student, shall not receive any form of award or recognition of programs undertaken, shall be withdrawn from any LCBA program.

2.7.2 LCBA will refer to LCBA’s solicitors for recovery of outstanding monies.

2.7.3 LCBA reserves the right to cancel an applicant or students’ enrolment, if fees remain unpaid after three (3) written requests.

2.8 Application and Enrolment Conditions

2.8.1 LCBA can as part of the admission process, interview applicants or students who have applied for a LCBA program.

2.8.2 LCBA reserves the right to reject, suspend or cancel any application for admission or enrolment.

2.8.3 In recognition of the principals of natural justice, applicants / students may appeal LCBA decisions undertaken as per the Academic Grievance and Appeals Procedure Policy.
2.8.4 LCBA shall be under no liability whatsoever to any student for any loss or damage, sustained at or upon the School’s premises however caused, and whether in respect of any negligent act or omission by LCBA, its employees, agents or otherwise.

2.8.5 LCBA shall be under no liability whatsoever to any student for any loss or damage, suffered by reason of the failure of LCBA, its employees, agents to notify the student of any risk or danger of which they had no prior knowledge nor ought reasonably to have had such knowledge.

2.8.6 LCBA reserves the right in its absolute discretion to review and alter the organisation and/or structure of the program at any time in accordance with its governance structures.

2.8.7 Applicants and students are obliged to notify LCBA within 7 days of any change of address during the application process or whilst enrolled in a program. (Student Contact Details Policy).

2.8.8 If any significant alteration is made before the commencement of a program, LCBA will make all reasonable efforts to notify any applicant.

2.8.9 It is a condition of enrolment and responsibility of the student visa holder to ensure they hold appropriate medical insurance cover.

2.8.10 If any material alteration is made before the commencement of a program, LCBA will make all reasonable efforts to notify any applicant so affected.

2.8.11 LCBA reserves the right and liberty to use promotional work taken in the form of photography, films or reproductions for the purpose of advertising, photography and publicity – either wholly or in part, in any manner or form whatsoever and in any medium, either separately or in conjunction with other photographs, films or reproductions thereof.

2.8.12 No applicant or student shall be entitled to use the names “Le Cordon Bleu” or “Le Cordon Bleu de Paris” 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.

2.8.13 All applicants and students are bound to comply with policies and procedures as stated on the LCBA website. This policy is correct at time of publishing, and subject to change without notice.

3. Related Policies

- ESOS Legislative framework
4. Definitions

‘HE’ Refers to both Undergraduate and Post-Graduate Programs (Higher Education)

‘VET’ Refers to both Cuisine and Patisserie Programs (Vocational Education and Training)

‘Semester’ One half of the academic year.

‘Term’ One quarter of the academic year.

‘Study period’ For LCBA undergraduate courses, a study period is one semester in duration.
1. **Appendix 1: Fee Schedule (AUD)**

<table>
<thead>
<tr>
<th>Enrolment</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Refundable Administration Fee</td>
<td>AUD $250.00 per applicant</td>
</tr>
<tr>
<td>Packaged Programs</td>
<td></td>
</tr>
<tr>
<td>Non-Refundable Deposit for Eligible Programs</td>
<td>50% of Principal Program</td>
</tr>
<tr>
<td><strong>Reassessment Costs</strong></td>
<td></td>
</tr>
<tr>
<td>Repeat Unit</td>
<td>Full cost of Subject Tuition Fee</td>
</tr>
<tr>
<td>Repeat Theory and/or Practical component of unit</td>
<td>Students will be charged the lower of the Subject Tuition Fee or the Set Price. Set Price: Theory AUD $750 and Practical AUD $1,075</td>
</tr>
<tr>
<td>Re-sit Theory and Practical components of a unit</td>
<td>AUD $200.00 Theory, AUD $500 Practical</td>
</tr>
<tr>
<td><strong>Refunds</strong></td>
<td></td>
</tr>
<tr>
<td>Continuing students giving 28 days’ notice or more before course commencement of an enrolled Program</td>
<td>15% of Tuition Fees and AUD $250.00 Administration Fee will be withheld. For a Packaged Program 50% of Principal Program less AUD $250.00 admin fee.</td>
</tr>
<tr>
<td>New students giving 28 days’ notice or more before course commencement of an enrolled Program</td>
<td>15% of Tuition Fees and AUD $250.00 Non-Refundable Deposit will be withheld.</td>
</tr>
<tr>
<td>If 28 days is not given</td>
<td>No Refund will be given except for a VISA refusal where a full refund will be given less the AUD $250.00 admin fee.</td>
</tr>
<tr>
<td><strong>Deferrals</strong></td>
<td></td>
</tr>
<tr>
<td>If a deferral application is applied for at least 5 days before course commencement</td>
<td>No Charge</td>
</tr>
<tr>
<td>If a deferral application is not applied for at least 5 days before course commencement</td>
<td>AUD $500 Charge</td>
</tr>
<tr>
<td><strong>Reprints</strong></td>
<td></td>
</tr>
<tr>
<td>Transcripts and Certificates</td>
<td>AUD $20.00 each</td>
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</tbody>
</table>
# Fees, Refunds and Conditions Policy - Overseas Students

## Higher and Vocational Education

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Parchments</td>
<td>AUD $50.00 each</td>
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<tr>
<td>Re-Issued Name Badges</td>
<td>AUD $10.00 each</td>
</tr>
<tr>
<td><strong>Invoices</strong></td>
<td></td>
</tr>
<tr>
<td>Late Invoices</td>
<td>5% Surcharge subject to individual circumstances</td>
</tr>
<tr>
<td><strong>Credit Card Payments</strong></td>
<td></td>
</tr>
<tr>
<td>American Express Cards</td>
<td>3% Surcharge</td>
</tr>
<tr>
<td>MasterCards</td>
<td>No Surcharge</td>
</tr>
<tr>
<td>Visa</td>
<td>No Surcharge</td>
</tr>
</tbody>
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*Please note cards that require pin numbers can’t be accepted via telephone or Credit Card Forms*

## 2. Change and Version Control

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<thead>
<tr>
<th>Version</th>
<th>Authored by</th>
<th>Description</th>
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<tbody>
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<td>Policy reformatted</td>
</tr>
<tr>
<td>2.0</td>
<td>Learning &amp; Teaching Committee</td>
<td>Annual Policy Review</td>
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