



Policy Overview

The Education Services for Overseas Students (ESOS) Act 2000 and the the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 require that Marriott Academy have in place a Fee and Refund Policy, which must be provided to overseas students who are studying in Australia on a student visa, before formal approval of their enrolment and issuing of a Confirmation of Enrolment. This Fee and Refund Policy applies to those Marriott Academy students who are 'overseas students' as defined in the National Code 2018. Except as provided by law, a refund of tuition fees shall only be granted in accordance with this Fee and Refund Policy. Students acknowledge and agree to the terms and conditions of this Policy on signing the declaration in s 32 of the enrolment form and signing Marriott Academy's Overseas Student Offer and Acceptance Agreement.

Marriott Academy reserves the right to amend these terms and conditions at any time to ensure compliance with applicable State and Federal laws and/or to amend the non-refundable Administration Fee. Marriott Academy shall inform the Department of Home Affairs of any change of status where a student who holds a student study visa completes their course outside the course duration period, transfers to another provider, defers their course, is suspended or has their enrolment terminated for not meeting course academic requirements, and/or does not meet their visa conditions. Course fees shall comprise:

- o Course (Tuition) Fee
- o Materials Fee
- o Administrative and other fees

Fee Refunds

Whilst Marriott Academy's Fee and Refund Policy is founded on the principles of fairness and good faith, Marriott Academy acknowledges that all students may take action under Australia's consumer protection laws where a refund is refused. A full refund of all tuition, and non-tuition, fees paid shall be provided by Marriott Academy where the course is not able to commence on the agreed starting date as specified in the Overseas Student Offer and Acceptance Agreement. Where Marriott Academy is not able to offer a course, Marriott Academy may offer affected students' enrolment in another suitable course, offered by Marriott Academy, at no additional cost. It will be completely at the student's discretion as to whether or not such an offer is accepted.

Prior to commencement of a course, a full refund of tuition fees paid to date, less Marriott Academy's enrolment administrative fee, which is a 'non-tuition fee', shall be provided where, upon presentation of evidence acceptable to Marriott Academy:

- a) the student is refused a study visa;
- b) illness or disability prevents the student from starting a course;
- c) the student fails to meet the English or other entry requirements for acceptance in the course;
- d) there are family circumstances which prevent the student from starting the course (e.g. death in the family);
- e) the student is found to have provided incomplete, or inaccurate, information with their Student Enrolment Application, and is not able to rectify the identified issue(s), or
- f) other special or extenuating circumstances, including political, civil or natural events, which prevent the student from starting the course, and which are accepted at the discretion of Marriott Academy's CEO. For example, a full refund would be payable where an Offer is cancelled because the student is not able to travel to Australia due travel restrictions being imposed as a result of a pandemic.

Where a student, after accepting an offer of a place, withdraws from the course within 20 working days before the commencement of the course, for no valid or acceptable reason, 75% of the tuition fees paid to date for that course are refundable. Marriott Academy's enrolment administrative fee is a 'non-tuition fee' and is non-refundable. A student whose visa is cancelled during a course shall not be eligible for a refund of any tuition and non-tuition fees paid. Where a student has commenced a course, but has their enrolment cancelled, or terminated, for any reason other than cancellation of the student's visa, the amount of refund payable shall be calculated as follows:

Course Fees Paid X (Course Duration Weeks – Course Attended Weeks*) / Course Duration Weeks

Marriott Education Group Pty Ltd | ABN: 89 656 476 907



Example: Course fee paid \$8,000, Course duration 32 weeks, Student attended 20 weeks.

$\$8,000 \times (32-20 / 40) = \$3,200$ refund

** 'Course Attended Weeks' shall include all weeks from the week of the course start date, as specified in the Overseas Student Offer and Acceptance Agreement up to, and including, the week when the student's request to withdraw from the course is received, or the week in which the student is notified that their enrolment in the course has been terminated.*



The student enrolment administrative fee and course materials fee are not refundable once the student has commenced their course. Prior to course commencement, refunds shall not require a formal application from the student where Marriott Academy is not able to offer the course, or where the student is refused a study visa. All other requests for full or partial refunds must be made in writing on the Request Fee Refund Form.

Other Fees

The following fees are payable as required and are not refundable:

| | |
|--|----------------|
| Enrolment application administrative fee | \$250.00 |
| Recognition of Prior Learning Assessment | \$250 per Unit |
| Re-assessment fee | \$150 per unit |
| Late payment of course fees | \$5 per day |
| Deferral of studies – admin fee | \$150 |
| Transfer to another provider – admin fee | \$150 |

All and any refunds payable, in accordance with this policy, shall be made, within 14 days of an application being received, to the entity or person who made the made to Marriott Academy I. Where a student requests that a refund be paid to any other entity or person, such a request must be in writing, and the student indemnifies Marriott Academy against any and all losses that may be incurred by the student.

Current Fees

| Qualification | SIT30821 Certificate III in Cookery | | | | | | | | | | |
|---------------|-------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Item | Fees | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Tuition Fee | \$10,950 | \$1,095 | \$1,095 | \$1,095 | \$1,095 | \$1,095 | \$1,095 | \$1,095 | \$1,095 | \$1,095 | \$1,095 |
| Materials Fee | \$1,000 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 |
| Total | \$11,950 | \$1,195 | \$1,195 | \$1,195 | \$1,195 | \$1,195 | \$1,195 | \$1,195 | \$1,195 | \$1,195 | \$1,195 |

First instalment due at time of enrolment. Remaining instalments due at the start of each course study block calculated (course weeks/10)

| Qualification | SIT40521 Certificate IV in Kitchen Management | | | | | | | | | | |
|---------------|---|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Item | Fees | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Tuition Fee | \$12,350 | \$1,235 | \$1,235 | \$1,235 | \$1,235 | \$1,235 | \$1,235 | \$1,235 | \$1,235 | \$1,235 | \$1,235 |
| Materials Fee | \$1,000 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 |
| Total | \$13,350 | \$1,335 | \$1,335 | \$1,335 | \$1,335 | \$1,335 | \$1,335 | \$1,335 | \$1,335 | \$1,335 | \$1,335 |

First instalment due at time of enrolment. Remaining instalments due at the start of each course study block calculated (course weeks/10)

| Qualification | SIT50422 Diploma of Hospitality Management | | | | | | | | | | |
|---------------|--|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Item | Fees | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Tuition Fee | \$10,350 | \$1,035 | \$1,035 | \$1,035 | \$1,035 | \$1,035 | \$1,035 | \$1,035 | \$1,035 | \$1,035 | \$1,035 |
| Materials Fee | \$1,000 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 |
| Total | \$11,350 | \$1,135 | \$1,135 | \$1,135 | \$1,135 | \$1,135 | \$1,135 | \$1,135 | \$1,135 | \$1,135 | \$1,135 |

First instalment due at time of enrolment. Remaining instalments due at the start of each course study block (course weeks/10)

| Item (all courses) | Fee |
|--------------------|-------|
| Enrolment Fee | \$250 |



Once enrolled, these fees will not change for the duration of the student's enrolment.

Fees may, however, change for new intakes, and these will be clearly reflected in all marketing materials and in student enrolment agreements.

Tuition Protection Service (TPS)

The Tuition Protection Service (TPS) may assist students to either continue their studies through another course or different provider, or by being provided a refund or loan re-credit for education and training they paid for but did not receive.

Australia has an excellent reputation for quality education. However, sometimes an education provider may close altogether, fail to start a course that students are enrolled in or stop offering it part-way through. Closing, failing to start, or stopping a course part way through is called a default.

If a student's education provider defaults, the TPS may be able to help students. If a student's education provider has recently closed, students need to check the Department of Education website for information about closures and defaults and for specific information about the next steps students need to take.

<https://www.education.gov.au/closures/tps>

Your education provider is obliged to help you, even if it is closing.

Should Marriott Academy no longer be able to continue to offer a course, Marriott Academy will:

- arrange for affected students to finish their study with another provider, or
- give affected students a refund of unspent tuition fees they paid directly to Marriott Academy.
- If a student is not satisfied with the replacement course(s) Marriott Academy has identified, the student can ask to receive the refund instead.

If a student applies for a refund and they are not satisfied with the outcome, they can begin an internal complaints process with Marriott Academy. If they are unhappy with the outcome of the internal complaints process, the student can contact the Commonwealth Ombudsman.

If Marriott Academy is not able to find a suitable course, or offer a refund, the TPS will be able to assist.

Payment of Tuition Fees in Advance

Whilst Marriott Academy will not require students to pay more than \$1,500 in advance for tuition fees, students may choose to pay an amount in excess of this, or indeed pay up to all tuition fees in advance.