

Fee Payment & Refund Policy

1. Purpose

1.1 The purpose of this policy is to provide information in relation to fee payment & refund of course money to students in accordance with the requirements of Education Services for Overseas Students Act 2000 (ESOS 2000 Act), 'Standard 3' of the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018) and clause 5.3 of the Standard for RTO 2015, that states "Where the RTO collects fees from the individual learner, the RTO provides or directs the learner to information prior to enrolment of the commencement of training and assessment, whichever comes first, specifying:

All the relevant fee information including:

- fees that must be paid to the RTO, and
- payment terms and conditions including deposits and refunds
 - the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies
 - the learner's right to obtain a refund for services not provided by the RTO in the event the:
 - arrangement is terminated early, or
 - the RTO fails to provide the agreed services.

1.2 This fee payment & refund policy is in consistent with the requirements of ESOS Act, in relation to refunds of the tuition fees and non-tuition fees in the case of student default and Hawk Institute.

2. Scope

This policy applies to all the students currently studying or formally enrolled at Hawk Institute and all Hawk Institute staff who deal with the matters concerning Hawk Institute's courses. Applicants are advised to ensure that they understand the "Fee payment & Refund Policy". Refunds will only be available under certain circumstances.

3. Responsibility

Administration Manager is responsible for the implementation, monitoring and interpretation of this policy.

Hawk Institute will ensure that the learners are aware about their rights to obtain refund for services not provided by the Institute in the event the:

- Arrangement is terminated early; or
- Hawk Institute fails to provide agreed services

4. Definitions

Tuition Fee: The Tuition Fee is a compulsory academic fee payable by the students for the courses offered by the Institute. It does not include course material fees and other applicable fees or cost.

Tuition Protection Service (TPS): The Tuition Protection Service is a protection scheme for international students whose provider cannot fully deliver a course for which the student has paid. The TPS ensures that international students are able to either:

- a. Complete their studies in another course or with another education provider or
- b. Receive a refund of their unspent tuition fees.

Agreed Start Date/Course Commencement: Agreed start date (Course commencement) means the day on which the course was scheduled to start as per the student's Confirmation of Enrolment (CoE), or a later date agreed between the Institute and the student for the start of the course.

Course Material Fee: A fee charged for the cost of providing course materials for theory and practical study, textbooks, student guides and resource materials that are retained by the student as his/her personal property.

Application Fee: Application fee is one-time fee payable at the admission to cover administration cost associated with enrolment and it is non-refundable fee in event of withdrawal. Condition applies.

Term: A term is referred to a study period of 10-12 weeks excluding holidays.

Withdrawal from the Course: Withdrawal refers to a student's deferral, suspension or cancellation of enrolment in the courses offered by the Institute.

DHA: Department of Home Affairs

Provider Default: Provider default means when a provider i.e. Hawk Institute fails to start or finish providing a course to a student at the location on the agreed starting day,

Student Default: This means when a student fails to start or finish the course with a provider, withdraws from the course, or when provider refuses to provide, or continue providing, the course to the student due to failure to pay an amount that he/she is liable to pay to the provider, student breached a condition of his/her student visa, or misbehavior by the student.

5. Requests for Refund of Tuition Fees.

A student who wishes to apply for a refund of tuition fees in accordance with this refund policy should do so by filling up a Refund Application form available at Hawk Institute's reception or on Hawk Institute website at www.hawkinstitute.edu.au and submit with other supporting documents on campus:

Administration Manager
St Albans Institute Pty Ltd t/a Hawk Institute
Level 4, 171 La Trobe Street, Melbourne, Victoria – 3000 Australia
Or

Email us at apply@hawkinstitute.edu.au

6. Policy

It is important that the learners are aware about Hawk Institute's "Fees payment and Refund policy" before they sign the agreement.

Fees

1. Fees may include tuition fee, application fee, material fee, and any other charges such as Interim Academic Transcript.
2. Tuition fees is a fee that is directly related to provision of a course.
3. Tuition fees does not include the Overseas Student Health Cover (OSHC), books and/or other materials required to undertake the program or compulsory activities where relevant (such as fieldwork or excursions).
Note: Detailed list of the fees that must be paid to Hawk Institute is available on the student handbook and Hawk Institute's website. Students may call the Institute for further details.
4. All relevant fees are clearly mentioned in the Letter of Offer and written Agreement.
5. Prior to a student enrolling, the fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then the student will be required to pay the remaining amount resulted due to increased fees for the extended component of the course.
6. Students are entitled to assessment attempts for each assessment task where they have been marked NYC on submission of their assessment. First 2 attempts will be free of charge and the 3rd attempt will incur a fee. If student is unsuccessful after 3 assessment attempts, they will be required to repeat the unit and **pay** the repeat unit fee. Students can send an email at info@hawkinstitute.edu.au for any queries.

I. Payment of Tuition Fees

- a) The initial tuition fee, application fee and material fee (if applicable) as stated in the offer letter must be paid in advance before the commencement of the course for confirmation of enrolment at the institute.
- b) Students are not required to pay more than the initial tuition fee amount as stated on the offer letter (or 50% of the tuition fee) before the start of the course. However, students can pay more than 50% if they wish to do so. Any amount of fees paid before the start of the course will be reflected on the Confirmation of Enrolment (COE).
- c) Any remaining tuition fees can be paid through payment plan arrangements. All students are required to understand and sign the fees agreement which states the next instalment amounts with the due dates. All due dates on the tuition fees are kept at standard 15th of every month.
- d) Student must pay full tuition fees for each term by the due date or as specified in the invoices unless any other payment plan/arrangement is agreed with the institute.
- e) Tuition fees will be payable to the Institute by a bank draft or telegraphic transfer (or other approved payment options) in Australian dollars as agreed by the institute.
- f) Students must pay their fee directly to *Hawk Institute*. Student should not pay the fee to the agent and/ or third party in relation to the application for enrolment.

g. Reminder Letter

In case the student's instalment falls on a particular month, a friendly email reminder along with the first warning letter will be issued to the student after 7 working days of the date when the student has missed the payment i.e. 7 working days after the "due date". Students may also be informed via phone call or post for initial reminder.

After sending the first warning letter, if the student fails to make the payment again and does not communicate with the accounts department, a second warning letter will be issued to the student after 7 Working days of sending the first warning letter. Students will be provided with 7 more working days to

make the payment or to request for an extension. Students must meet the Accounts Officer or call *Hawk Institute* at 1300 159 461 if they require any kind of support.

h. If a student fails to make the payment and/or does not communicate with *Hawk Institute* even after the second warning letter, a final notice i.e. "Intention to cancel Enrolment" will be issued to the student. Students will be provided with 20 working days to make complaints or lodge appeals.

If a student fails to make the payment of the outstanding fees after sending Intention to cancel enrolment and/or does not access the complaints and appeals procedures, Student's enrolment will be cancelled after 20 working days of the final notice.

The suspension of enrolment will cause following restrictions to apply:

- i. Loss of access to the Institute's library service, classroom, computer system including internet and others.
- ii. Loss of access to enrolment records, results and academic certificates.
- iii. Inability to attend any classes where this may result in students having to repeat missed work and/units.

The student has the right to appeal against the decision from the date of letter. Refer to complaints and appeal policy for information available on *Hawk Institute's* website.

If the student decides to appeal against the decision, his/her enrolment will be kept active until both internal and external appeal process is completed.

i) If students choose not to appeal against the institute's decision and makes no further payment or do not contact the institute concerning their debt, their enrolment may be cancelled, and the student will be reported to the Department of Home Affairs for non-payment of fees.

j) If student decides to not appeal against the decision and accepts to pay the fees, then students will be required to pay the full dues along with late fee of \$50 per week.

k) An additional fee for re-assessments will be applicable when:

- Students have to undergo reassessment after two additional attempts. (Re-assessment fee after 2 attempts - \$300), or
- Students have to repeat a subject (Repeat unit fee- \$300).

l) Students who enrol in additional courses will be required to pay a separate tuition fee as specified for the course.

m) The tuition fee charged to the student will remain the same provided the student remains enrolled in the same course. If the student transfers the course, tuition fee for the transferred course will be applied.

Please Note: Fees are subject to change without prior notice. However, fees will remain the same once the student is enrolled in a course. Please contact the student administration for updated fees and charges. For these courses, course material fees will include handouts and printed material only.

n) If student's visa status changes (e.g. becomes a temporary or permanent resident), the student will continue to pay full overseas student fees for the duration of the enrolled program.

o) *Hawk Institute* reserves the right to engage in any third party to recover any outstanding fees payable to the institute. The cost incurred to the Institute for engaging a third party to recover such outstanding fees will be charged to the student.

p) *Hawk Institute* has Refund's policy and procedures to ensure all students are treated fairly and with integrity when applying for refunds.

q) All refunds applications will be submitted to the student administration department and the following procedures will be followed in assessing the application.

r) All 'refunds' will be approved by the Accounts Officer and the applications will be processed within 10 working days of the application being placed.

7. Procedure

All students' refunds are conditional on the following:

A. COURSE WITHDRAWAL

- i. Where a written notice of withdrawal is received by the Institute at least **12 full weeks or more before the agreed start date** of the course or term, the Institute will refund 100% of the fee received except application fee.
- ii. Where a written notice of withdrawal is received by the Institute within **6 to 11 full weeks before the agreed start date** of the course or term, the Institute will refund 50% of the fee received except application fee.
- iii. Where a written notice of withdrawal is received by the Institute within **5 full weeks or less before the agreed start date** of the course or term, no refund will be provided.
- iv. Where a written notice of withdrawal is received by the Institute **after the start date** of the course or term, no refund will be provided.
- v. Where the student defaults, including withdrawing from a course, after the course/term start date, students will be liable to pay full tuition fee for that study period and there will be no refund of paid tuition fees.
- vi. It should also be noted that if the student's enrolment falls within no refund timelines before the agreed start date of the course, then there will be no refund.
For example: If a student enrolls in week 5 before the course start date, he/she will not be eligible for refund as the enrolment falls in no refund time period of 5 full weeks prior to the agreed start date of the course.
- vii. If the refund application is approved, refund will be paid within the period of 20 working days after receiving a written notification/claim from the student and relevant forms duly signed by the student.
- viii. The Institute must have received funds in order for any refunds to be made available (i.e. cheques are cleared, telegraphic transfers have been received).

B. STUDENT DEFAULTS

An overseas student or intending overseas student defaults, in relation to a course at the location, if the student himself/herself initiates termination of enrollment like:

- 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 (after the agreed starting day);
or
- c) the Institute refuses to provide, or continue providing, the course to the student at the location because of one or more of the followings:
 - i. the student failed to pay an amount payable to the provider for the course;
 - ii. the student breached a condition of his/her student's visa and his/her visa has been refused;
 - iii. misbehavior by the student {Note: the student is entitled to natural justice under subsection 47A (3)}

Note: If students do not commence studies in a course (i.e. the student does not start the course on that day) or when they are due to commence and have not notified the Institute in writing within 14 days of the course commencement, then student's enrolment will be cancelled on the basis of non-commencement of studies.

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 Institute.

Hawk Institute will pay the refund to the following person:

- a. the student
- b. if a person (other than the student) is specified in the written agreement to receive any refund- the specified person.

Hawk Institute will pay the refund within the period of 20 working days after receiving written claim from the student.

C. VISA REFUSAL

If a student's visa application or visa renewal is refused by the Australian Government, a refund of course fees will be made and visa refusal refunds will be calculated in accordance with the legislative instrument under subsection 47E (2).

The calculation under subsection 47E (2) is as follows:

The amount of unspent pre-paid fees that the provider must refund the student for the purpose of

Subsection 47E (2) of the Act is the total amount of the pre-paid fees that the provider received for the course in respect of the student less the following amount (the lesser of):

- a) 5% of the total amount of pre-paid fees that the provider received in respect of the student for the course before the default day; or
- b) the sum of \$500.
Whichever is lesser

Students must provide the Institute with substantiated evidence of their student visa refusal.

If an international student currently in Australia has their student visa application refused by the Department of Home Affairs (DHA) after the commencement of their studies; refund will be calculated as follows:

The refund amount = weekly tuition fee x the number of weeks in the default period

a. The weekly tuition fee = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.

b. Weeks in default period: number of calendar days from the default day to the end of the period to which the payment relates/7 or

The number of weeks in the default period = the number of weeks (i.e. calendar days divided by 7, rounded up to the nearest whole number) in the unexpired portion of the course after the default day, in relation to which Hawk Institute has received tuition fees.

If Hawk Institute has only received an installment of tuition fees for part of the course, the weeks in default period would be the number of weeks between the default day and the end of the part of the course to which the installment relates.

If the number of weeks calculated is not a whole number, round the number up to the nearest whole number.

No refunds will be granted where an international student currently in Australia has their student visa cancelled by the Department of Home Affairs (DHA) for a breach of visa conditions.

If Visa refused due to the submission of the fraudulent documents by or on behalf of the student, no refund will be provided to the student.

D. PROVIDER DEFAULT

I. In the unlikely event that the Institute is unable to start or deliver the course (known as provider default), the student can choose to accept either:

i.A refund of course fees, which will be issued to the student within 14 days.

ii.Or be placed in an alternative course with the Institute or another provider. If the student chooses this option, they must sign a new written agreement to indicate that they have accepted the placement.

II. If the student chooses to receive a refund of course fees, the Institute will calculate the unspent portion of tuition fees paid to date (i.e. tuition fees the student has paid for, but which has not been delivered by the Institute). The refund will be paid within 14 working days after the cessation of the course.

III. If the Institute is unable to provide a refund or place the student in an alternative course, the TPS will provide the student with options for suitable alternative courses (if any such courses are available), or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director.

I. REFUND PROCESS

- a. The Student must apply for refund using the *Refund Form* available on the website or from the reception, along with the evidence and supporting documents. Such documents may include, but are not limited to:
 - i. a completed refund application form provided by the Institute
 - ii. a letter from DHA advising of a rejection of the student visa application or a refusal to extend a student visa,
 - iii. Proof of extenuating circumstances of a compassionate nature.
- b. Refunds will be made within 20 working days of the receipt of completed refund application form along with full the supporting documents by the Institute (*in case of student's default*).
- c. Refunds will be made within 14 days of the receipt of completed refund application form along with the full supporting documents by the Institute (*in case of Hawk Institute default*).
- d. Student can nominate a person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act.

II. PAYMENT OF REFUNDS

- a. Refunds will be paid in Australian dollars via bank transfer to the bank account number nominated by the student on the refund application form.
- b. Refund to International banks will be made in the Australian currency whereby the student will receive refund amount equivalent to Australian dollar exchange rate on the date of transfer.

Note: Timeline for refund

It is to be noted that refund will be made available to students differently based on the student's default and providers (Hawk Institute) default.

- i. **In case of Student default:** Refund will be paid within the period of 20 working days after receiving written notification/claim from student and relevant forms duly signed by the student.
- ii. **In case of Provider's (Hawk Institute) default:** Refund will be paid within the period of 14 days after cessation of the course.

Please refer to the course refund table below for details:

HAWK INSTITUTE COURSE FEE REFUND TABLE			
Refund Circumstances	Refund of Tuition Fees Paid	Refund of Material Fees	Application Fee
Withdrawal at least 12 full weeks or more prior to agreed start date.	100%	100%	No refund
Withdrawal between 6 to 11 full weeks prior to the agreed Start date.	50%	100%	No refund

Withdrawal in 5 full weeks or less	No refund	No refund	No refund
Withdrawal after the course start date	No refund	No refund	No refund
Course withdrawn by the Institute	100%	100%	100%
Application rejected by the Institute	100%	100%	No Refund
The course is not provided fully to the student because the Institute has a sanction imposed by a government regulator.	Refund of unused portion of tuition fees for future terms	No refund	No refund
Visa refused prior to the course commencement	Total amount of the pre-paid fees received by Hawk Institute for the course in respect of the student course less the following amount (a) 5% of the total amount of pre-paid fees that the provider received in respect of the student for the course before the default day; or (b) a maximum sum of \$500 whichever is lesser	100%	100%
Visa is refused after the commencement of the studies due to not meeting visa requirements.	The refund amount = weekly tuition fee x the number of weeks in the default period a. The weekly tuition fee = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar. b. The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates / 7	No Refund	No refund
RPL fee	No refund if the 'Statement of Attainment' is provided	No refund	No refund
Visa refused due to submission of the fraudulent documents by or on behalf of the student	No refund	No refund	No refund

Withdrawal from the course without notification or breaching their visa conditions	No refund	No refund	No refund
Visa cancelled due to actions of the student	No refund	No refund	No refund
Student abandons the course	No refund	No refund	No refund
The Institute cancels an enrolment due to serious student misconduct	No refund	No refund	No refund
<p>Note: If a student's enrolment falls within no refund timelines before the agreed start date of the course and the student decides to withdraw from the course, then there will be no refund.</p> <p>For example: If a student enrolls in week 5 before course start date, he/she will not be eligible for refund if student withdraws from the course as enrolment falls within no refund time period of 5 weeks prior to the agreed start date of the course.</p>			

Cooling Off Period

Hawk Institute will provide applicants a 7-day cooling off period. This means that if a student accepts the offer letter to study at Hawk Institute and pays Hawk Institute relevant course fees as per the signed agreement. If the student changes their mind (for any reason), a full refund of course fees paid till date will be provided. Students must notify Hawk Institute in writing within 7 days of the signed agreement date.

III. Student's Rights to Appeal

- a) Any student who is refused for a refund by the Institute may appeal within 20 working days in writing to the student Administration Manager and follow the complaints and appeal process of Hawk Institute.
- b) The Institute's appeal process does not restrict the student's right to pursue other legal avenues.
- c) The written agreement and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

7. Tuition Protection Services

Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS requirements and the Tuition Protection Service Framework. The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:

- Complete their studies in another course or with another education provider or
- Receive a refund of their unspent tuition fees.

Hawk Institute is compliant with the ESOS requirements of the Tuition Protection Service (TPS), which is a replacement and refund service for international students.



St Albans Institute Pty Ltd t/a Hawk Institute
RTO ID: 41451 CRICOS Code: 03596J
Website: www.hawkinstitute.edu.au
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Phone: 1300 159 461
ABN 19608522087

In regards to the above, Hawk Institute follows arrangement no 2. The Institute is a member of the Tuition Protection Service (TPS). This means that the fees paid to the Institute are safeguarded if the Institute defaults on delivering the courses you are enrolled in.

It is an unlikely event that Hawk Institute is unable to deliver a course that you have paid for and does not meet their obligations to either offer you an alternative course that you accept or pay you a refund of your unspent prepaid tuition fees (this is called a provider default obligations), the TPS will assist you in finding an alternative course or to get a refund if a suitable alternative is not found.

For more information on Tuition Protection Service visit: <https://tps.gov.au>