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# Refund Policy & Procedure

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HIC Policy Number  
STUD020

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CRICOS Number 02790D  
Provider Number 21838

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## 1. Purpose of policy

Hays International College Refund Policy & Procedure is developed to ensure compliance in line with Standards 5.3, 7.3 for Registered Training Organisations 2015 and ESOS National Code Standard 3. This standard ensures Hays International College will include in its Student Enrolment Agreement information in relation to refunds of Course money in the event the student or Hays International College defaults. This policy and procedure will also inform the student about the processes for claiming a refund. Hays International College reserves the right to amend this policy at any time to ensure compliance with all relevant legislation and regulations.

## 2. Responsibility

The PEO is responsible for the implementation of this Policy and procedure and to ensure that all staff are aware of its application and implementation requirements.

## 3. Key Features

Hays International College will inform the student prior to enrolment specifying the student's right and process to obtain a refund for services not provided by Hays International College in the event the:

- arrangement is terminated early, or
- Hays International College fails to provide the agreed services.

As per the **Education Services for Overseas Students (Calculation of Refund) Specification 2014**, Hays International College will calculate the refund as per the specification set out in the following circumstances:

- Hays International College default (refer sections 46A and 46D of the Act)
- Student default owing to visa refusal (refer sections 47A, 47D(5) and 47E(1)(b)(ii) of the Act).

### Calculation of Refund

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

b) Weeks in default period = 
$$\frac{\text{Number of calendar days from the default day to the end of the period to which the payment relates}}{7}$$

c) Refund amount = weekly tuition fee × weeks in default period



## 4. Definitions

### ***Tuition fees***

Tuition fees are defined in section 7 of the ESOS Act. They are fees received by a provider (from or on behalf of an overseas student or intending overseas student) that are “directly related to the provision of a course that the provider is providing, or offering to provide, to the student”.

Tuition fees are typically compulsory fees for the delivery of the enrolled course and include items such as:

- tutorials and tutoring sessions
- lectures
- additional requisite training including practicum and practice hours
- ancillary costs for fieldwork, excursions or laboratories
- specialist materials that are mandatory and relate to the provision of the course.

### ***Non-tuition fees***

Non-tuition fees cover other items not directly related to tuition, and may be compulsory or discretionary.

**Provider Default:** When Hays International College is in breach of the contract with a student where Hays International College is required to deliver educational services as outlined in the contract for a fee paid in advance by the student. The ESOS Legislation Amendment (TPS) Act (2012) – Division 2, Subsection A, 46A – defines provider default as follows:

A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

(a) either of the following occurs:

- (i) the provider fails to start to provide the course to the student at the location on the agreed starting day;
- (ii) the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and

(b) the student has not withdrawn before the default day

(c) the course is not provided in full to the student because a sanction has been imposed on Hays International College or any other reason.

### **Provider Default in Case of Closure:-**

In case of Hays International College closure the students should provide the following documents to assist TPS in calculating the refund of tuition fees for the part of the course for which the student has paid but which has not been delivered or assessed:

- The student agreement with Hays International College;
- Original receipts for tuition fees pre-paid to Hays International College;
- Bank statements; and
- Other relevant correspondence which identifies the amount of prepaid fees paid (e.g. an email or other correspondence between Hays International College and the student).

**DHA:** means the Department of Home Affairs

**TPS:** means the Tuition Protection Service



**Student Default:** The ESOS Legislation Amendment (TPS) Act (2012) – Division 2, Subsection B, 47A – defines student default as follows:

An overseas student or intending overseas student defaults, 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.

### **Student Default in Case of Withdrawal from the Course:-**

Where a student withdraws from the course and Hays International College has not refunded the unused portion of their prepaid tuition fees. The student should check their Student Enrolment Agreement to ensure that they are eligible for a refund. If they do not have a copy they will be required to contact Hays International College or their agent and ask for a copy. After reading their agreement, if they still believe that they are entitled to a refund, they should contact Hays International College in writing to seek a refund. If a student is not satisfied with the outcome of Hays International College's refund decision they can contact TPS. In this case they will be required to provide the TPS with documents (such as the outcome letter of Hays International College's refund decision) to support their claim for a refund.

**Compassionate or compelling circumstances** are generally those beyond the control of the student and which have an impact upon the student's course progress or wellbeing. These could include, but are not limited to:

- serious illness or injury, where a medical certificate states that the student was unable to attend classes
- bereavement of close family members such as parents or grandparents (Where possible a death certificate should be provided)
- major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the student's studies; or
- a traumatic experience which could include:
  - involvement in, or witnessing of a serious accident; or
  - witnessing or being the victim of a serious crime, and this has impacted on the student (these cases should be supported by police or psychologists' reports)
- inability to begin studying on the course commencement date due to delay in receiving a student visa.

**Unused-tuition fees:** Unused tuition fees that a student has pre-paid for educational services that Hays International College has yet to provide to the student.

**Refund:** An amount of fees paid by the student to Hays International College, which is returned to the student under specific circumstances defined in this policy. Under the ESOS Act (2012 Amendment), a refund may only be paid to the student (unless another person is specified in the Student Agreement as being able to receive the refund on behalf of the student).



## ADMINISTRATION: REFUND CALCULATION

Refund condition	Refund Applicable
<p>Visa refusal by DHA prior to course commencement</p>	<p>A refund of tuition fees received by Hays International College will be issued to the student based on the following calculations as per Section 9 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:</p> <p>The refund will be all course fees* paid in advance by the student for each and every course minus the lesser of the following amounts:</p> <ul style="list-style-type: none"> <li>(i) 5% of the amount of course fees received by Hays International College before the default day, or</li> <li>(ii) \$500</li> </ul> <p>(*Course fees = tuition fees + non-tuition fees received by Hays International College in respect of the student)</p>
<p>Visa refusal by DHA after course commencement</p>	<p>A refund of tuition fees received by Hays International College will be issued to the student based on the calculations as per Section 9 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:</p> <p>Refund amount = weekly tuition fee x weeks in default period</p> <p>Non-tuition fees will not be refunded</p>
<p>Visa Cancellation by DHA due to breach of Visa Condition</p>	<p>No Refund</p>
<p>Withdrawing or cancelling due to compassionate &amp; compelling circumstances</p>	<p>A refund of tuition fees received by Hays International College will be issued to the student based on the calculations as per Section 9 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:</p> <p>Refund amount = weekly tuition fee x weeks in default period</p> <p>Non-tuition fees will not be refunded</p>
<p>Withdrawal 10 weeks prior to course commencement</p>	<p>Full refund less Administration Fee</p>
<p>Withdrawal 4 to 10 weeks prior to course commencement</p>	<p>80% refund less Administration Fee</p>
<p>Withdrawal less than 4 weeks prior to course commencement</p>	<p>70% refund less Administration Fee</p>
<p>Withdrawal after course commencement</p>	<p>No Refund</p>
<p>Student abandons Course without formally cancelling the enrolment</p>	<p>No Refund</p>
<p>Course cancelled or rescheduled by Hays International College</p>	<p>Full Refund</p>
<p>Transferring to another provider as approved by Hays International College</p>	<p>A refund of tuition fees received by Hays International College will be issued to the student based on the calculations as per Section 9 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:</p> <p>Refund amount = weekly tuition fee x weeks in default period</p> <p>Non-tuition fees will not be refunded</p>



## Applying for a Refund

1. To apply for a refund the student should complete the Hays International College Refund Application Form and submit it to Student Administration.
2. The Student will need to provide in writing to Hays International College the Student's nominated method of reimbursement.
3. Refunds are generally paid directly into the nominated bank account provided by the Student in Australian dollars within 28 days of receiving the complete Refund Application Form accompanied by all supporting documentation as appropriate
4. Any pre-payments that students make to Hays International College for Educational services that Hays International College will provide to them may be offset against any debts that they owe to Hays International College for the provision of educational services. In addition where Hays International College has offset any pre-payments against debts that a student owes to Hays International College these amounts will not be included in the refund calculations if they apply for a refund of this money.
5. Where Hays International College has not offset prepayments of unused tuition fees against debts at time of enrolment, it will do so at the time of calculating any requests for refunds.
6. Hays International College's Administration Department will forward the completed form and attached evidence to PEO for authorisation.
7. The student will be notified of the outcome of the refund application within 28 days from the application date.
8. The refund will be processed within 28 days and a record of the refund will be kept on the student's individual file.
9. The student will not be refunded for any fees charges administered by financial institutions arising from international money transfers or transfers which involve different currencies.
10. The student will not be entitled to any refunds for administration fees they have paid for changes to their course enrolments.
11. This procedure, 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.
12. Students can choose to appeal any decision made by Hays International College in relation to refunds in accordance with the Complaints and Appeals Policy and Procedure.

RELATED DOCUMENTS			
<b>ESOS</b>	National Code Standard 2, 3		
<b>Standards for Registered Training Organisations 2015</b>	Clause 5.3, 7.3		
<b>POLICIES</b>	Fees & Charges ; Complaints and appeals; Deferment, suspension and cancellation		
<b>Last Updated</b>	Jan 2019	<b>Updated by</b>	JW