



# Hopkins Policy and Procedures Manual

## Refund Policy and Procedure

### Policy

Hopkins International College (Hopkins) has developed this policy in accordance with the ESOS Act 2000 and the National Code 2018 to provide clear guidance of refunds for intending overseas students and current enrolled students. The information is consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default. Information will be provided prior to enrolment (prospectus and website) and made available in the student handbook and will set out the following information.

- amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider)
- processes for claiming a refund
- the specified 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
- a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS

This policy does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies

### Definitions

#### Agreed starting day

This means the day on which the course was scheduled to start, or a later day agreed between the registered provider for the course and the student (in the case the confirmation of enrolment ("CoE")).

#### Default by Hopkins

This refers to those instances where Hopkins:

- fails to start to provide the course to the student at the location on the agreed starting day
- ceases to provide the course at any time after it starts but before it is completed, and the student has not withdrawn before the default day
- is prevented from providing a course because a sanction has been imposed under the NVR Act 2011 and/or the Education Services for Overseas Students Act 2000 and the student has not withdrawn before the day of default.

Hopkins does not default, in relation to an overseas student or intending overseas student and a course at a location, if Hopkins fails to start to provide the course, or the course ceases to be provided, to the student because the student defaults.

#### Default by the student

An overseas student or intending overseas student defaults, in relation to a course at a location, if:

- the course starts on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or

- Hopkins refuses to provide, or continue providing, the course to the student because of one or more of the following events:
  - the student failed to pay an amount he or she was liable to pay Hopkins, directly or indirectly (including any course money collected by education agents in order to undertake the course);
  - the student breached a condition of his or her student visa, or
  - misconduct by the student, as defined by Hopkins's code of conduct.

### **Default day**

This means:

- the agreed starting day or
- the day on which the course ceases to be provided; or
- the day on which the student withdraws from the course; or
- the day on which Hopkins refuses to provide, or continue providing, the course to the student

## **1. Applying for a refund**

All applications for a refund must be made using Hopkins refund application form and forwarded to [accounts@hopkins.edu.au](mailto:accounts@hopkins.edu.au). This form is available from the reception desk or emailing admin manager on [info@hopkins.edu.au](mailto:info@hopkins.edu.au) or Hopkins website.

## **2. Payment of refunds**

Following approval, all refunds shall be paid into the student account, unless otherwise authorised by the student in writing. The name of the authorised person must be mentioned in the refund application. Hopkins must have cleared the relevant fees in its bank account before any refund can be made.. All amounts payable to Hopkins must have been paid or any outstanding amounts will be deducted from the refund. Payment will be made in Australian dollars. Hopkins will pay the refund (if applicable) within the period of 4 weeks after receiving a written claim from the student (student default, including cases where the initial visa was refused) and within 14 days of provider default.

Any commission paid to an agent in relation to the student's recruitment shall be deducted from the refundable amount.

If a student is not satisfied with the outcome of the refund request, the student may appeal the decision using Hopkins's complaints and appeals policy and procedure.

## **3. Refund of fees other than tuition fees**

- I. Application and material fees are non-refundable.
- II. OHSC fees are refundable in the event of a student not commencing and provided 14 days' notice prior to the agreed starting day.
- III. Additional fees and charges the student may have paid in relation to their enrolment are non-refundable

## **4. a) Refunds of tuition Fees**

### **Hopkins will refund tuition fees as follows**

- I. Compassionate and compelling circumstances and/or as approved by the CEO
- II. Refund/Cancelation is calculated as per the below table:

<b>Refund Reason and/or Cancellation</b>	<b>Notice period</b>	<b>Refund</b>	<b>Cancellation Fee</b>
Intending overseas student application for visa is unsuccessful	Prior to course commencement	Full refund less cancellation fee	\$250
Intending overseas student application for visa is unsuccessful	Following course commencement	Full refund less cancellation fee	\$250 + pro-rata of tuition fee expended - calculated on a weekly basis
Application for visa is unsuccessful where applicant is residing in Australia	Prior to course commencement	Full refund less cancellation fee	\$250
Application for visa is unsuccessful where applicant is residing in Australia	Following course commencement	No refund	100% of the total fee paid
<b>Student Default</b> Student withdraws  Or student is cancelled due to breach of Hopkins policy, misconduct or breach of student visa	More than 8 weeks prior to the course commencement	80% of the tuition fee	20% of the tuition fee
	More than 4 weeks but less than 8 weeks prior to the course commencement	50% of the tuition fee	50% of the tuition fee
	Less than 4 weeks (including not withdrawn)	20% of the tuition fee	80% of the tuition fee
	Following course commencement	No Refund	100% of the tuition fee
<b>Short Course/Workshop Tuition Fee:</b> in case of a cancellation by the student, Hopkins requires minimum of four working days' notice of cancellation prior to the start date of the course. Refunds may take up to 10 days.			

**Note:** If a student paid fees for more than two terms in advance and withdraws during a semester and more than four weeks before the commencement of the following term, would receive no refunds of the fee for the current term, at least 70% of the following semester fee and full of fee paid for any subsequent term, less cancellation fee.

#### **b) Hopkins will not refund tuition fees in the following cases**

- I. If a current enrolled/prospective student applies for a visa renewal and this visa is refused
- II. If enrolment is cancelled or suspended as a result of student not paying due fees on time
- III. If a student provides, fraudulent or misleading information or documents for the provision of enrolment.
- IV. Where student has paid 6 months or more in tuition fees and received the Student Visa, no refund will be provided to the student should they refuse to commence their studies or fail to fulfil visa conditions, unless there is compelling/compassionate, subject to CEO approval.
- V. Application and material fees are non-refundable

#### **4. Conditions**

- I. The date for cancellation of enrolment is the date that Hopkins receives the student's written application for cancellation of enrolment.

- II. In the case where a student's initial visa is refused, the student must provide Hopkins with evidence that the application has been refused.
- III. Where a student has enrolled in more than one course with Hopkins, then the agreed starting day is the commencement date of the first course in which the student is enrolled
- IV. In the event that a student has not paid his or her applicable tuition fee, the amount Hopkins may retain shall be a debt that is due and payable by the student together with any expenses, costs or disbursements incurred by Hopkins in recovering outstanding monies, including but not limited to debt collection agency fees and legal costs.
- V. All requests for refund requests, all advance payments will be held in a nominated bank account by Hopkins until the course start date.
- VI.

## 5. Default by Hopkins

"In the unlikely event that Hopkins is unable to deliver your course in full, you will be offered a refund of all the unused prepaid tuition fees that you have paid to date. The refund will be paid to you within 14 days of the day on which the course ceased being provided.

Alternatively, you may be offered enrolment in an alternative course by Hopkins at no extra cost to you. You have the right to choose whether you would prefer a full refund of tuition fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.

If Hopkins is unable to provide a refund or place you in an alternative course, the Tuition Protection Service will provide you with assistance in finding an alternative suitable course at another education provider.

In the event a student cannot find an alternative course placement option, the student will be eligible to request a refund of unspent tuition fees from the TPS, and will be required to comply with any relevant immigration requirements."

**Stage 1** - Hopkins is deemed in default if Hopkins:

- fails to start to provide the course to the student at the location on the agreed starting day
- ceases to be provide at any time after it starts but before it is completed, and the student has not withdrawn before the default day
- is prevented from providing a course because a sanction has been imposed under the NVR Act 2011 and/or the Education Services for Overseas Students Act 2000 and the student has not withdrawn before the day of default.

**Stage 2** - Hopkins must notify the Secretary and the Tuition Protection Scheme (TPS) Director of the default within 3 working days of the default occurring. Hopkins must also notify affected students. All notices of any such default must be in writing

**Stage 3** - Hopkins has 14 days after the day of the default (the provider obligation period) to satisfy its tuition protection obligations to affected students studying on a student visa. If Hopkins fails to discharge its obligations to the student under the ESOS Act, serious penalties apply.

**Stage 4** - Under the ESOS Act, Hopkins has 7 working days after the end of its obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of its obligations. This notice must comply with the requirements of section 46F of the ESOS Act.

If Hopkins does not meet its obligations affected students studying on a student visa may be assisted by the TPS Director

## 6. Consumer protection laws

The agreement of the student to the conditions stated in the enrolment 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. Other legal remedies

These Terms and Conditions do not circumscribe the student's right to pursue any other legal remedies. This refund policy forms part of the acceptance agreement signed by the student.

### Document control

<b>Publication date</b>	June / 2022
<b>Review date</b>	August / 2026
<b>Author</b>	Director, RTO Management and Corporate Services
<b>Approved</b>	Executive Director

Feedback and enquiries relating to this policy may be directed to [info@hopkins.edu.au](mailto:info@hopkins.edu.au) This document can be available in alternative formats on request.

### Amendments

Version	Date	Author	Description
1	15 June 2022	Director, RTO Management and Corporate Services	Document Developed
1.1	18 July 2023	Lincoln Islam, Director RTO Management and Corporate Services	Title changed from RTO Manager to Director, RTO Management and Corporate Services. Email domain changed from .com.au to .edu.au.
1.2	18 June 2024	Lincoln Islam, Director RTO Management and Corporate Services	Watermarks removed.
1.3	6 Aug 2024	Lincoln Islam, Director RTO Management and Corporate Services	Added further clarification on ' <b>Refunds of tuition Fees</b> ' and table to provide more clarity.