



HUNTER
EDUCATION
GROUP

FEES & REFUNDS

► POLICY & PROCEDURE

v1.3

Contents

Contents.....	0
Purpose.....	1
Definitions	1
Policy	3
1. Protection of fees paid in advance	3
2. Communicating fees and refund information.....	3
3. Written agreements for international students.....	4
4. Course fee inclusions	5
5. Payments	6
6. Refunds - Provider Default (e.g. postponed or cancelled courses).....	6
7. Refunds due to an International Student's Visa Refusal (student default)	7
8. Refunds due to an International Student withdrawing (student default).....	8
9. Refunds due to a Domestic student withdrawing (no default applicable).....	8
10. Refunds due to an international student not commencing their course (student default).....	9
11. Refunds due to Hunter Education Group cancelling an international student's enrolment (student default).....	9
12. Refunds where an international student has defaulted but the written agreement is non-compliant (provider default)	10
13. Refunds process - where a course is cancelled by Hunter Education Group	10
14. Refunds where Hunter Education Group cancels a course (provider default)	11
15. Refunds due to other / compassionate reasons (no default).....	11
16. Recording and payment of refunds	12
17. Default obligations and notification.....	12
18. Publication.....	13
Procedures.....	14
1. Student fees	14
2. Refunds.....	15
3. Notify of default and discharge of obligations.....	17
Document Control	17

Purpose

The purpose of this policy and procedure is to outline Hunter Education Group's approach to managing fees and refunds and to demonstrate how fees paid in advance are protected by Hunter Education Group.

This contributes to Hunter Education Group's compliance with Clauses 5.3, 7.3 and Schedule 6 of the Standards, as well as the ESOS Act and the *National Code of Practice for Providers of Education and Training to Overseas Students 2018* Standard 2 and 3, as well as the *Education Services for Overseas Students Act (ESOS Act), 2000* and the *Education Services for Overseas Students (Calculation of Refund) Specification 2014*.

Definitions

ASQA means Australian Skills Quality Authority, the national VET regulator and the RTO's registering body

DET means the Department of Education and Training

Default day means (as applicable to the type of default):

- the agreed starting day of the course
- 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 Hunter Education Group refuses to provide, or continue providing, the course to the student.

DHA means the Department of Home Affairs

ESOS Act means *Education Services for Overseas Students Act 2000*

The National Code means *National Code of Practice for Providers of Education and Training to Overseas Students 2018*

SRTOs means the Standards for RTOs 2015 – refer definition of ‘Standards’

Standards means the *Standards for Registered Training Organisations (RTOs) 2015* of the VET Quality Framework which can be accessed from www.asqa.gov.au

TPS means the Tuition Protection Service which is an initiative of the Australian Government to protect payments made from overseas students to CRICOS providers.

Tuition fee refund amount is the weekly tuition fee multiplied by the weeks in default period¹.

Weekly tuition fee is (the total tuition fees divided by the number of calendar days in the course) multiplied by seven².

Weeks in default period is (the number of calendar days from the default day to the end of the period to which the payment relates) divided by seven and rounded up to the next full number³.

¹ From the *Education Services for Overseas Students (Calculation of Refund) Specification 2014* [accessed <https://www.legislation.gov.au/Details/F2014L00907> 21/07/2020]

² From the *Education Services for Overseas Students (Calculation of Refund) Specification 2014* [accessed <https://www.legislation.gov.au/Details/F2014L00907> 21/07/2020]

³ From the *Education Services for Overseas Students (Calculation of Refund) Specification 2014* [accessed <https://www.legislation.gov.au/Details/F2014L00907> 21/07/2020]

Policy

1. Protection of fees paid in advance

- Hunter Education Group protects the fees that are paid in advance by both domestic and international students.
- For domestic students, fee protection is ensured through:
 - Hunter Education Group does not require a student to ever pay more than \$1500 in advance for services not yet provided, either prior to course commencement or at any stage during their course. Fees will be paid off during the course in instalments according to a set payment plan.
- For international students, fee protection is ensured as follows:
 - Hunter Education Group pays into the Tuition Protection Service (TPS). The TPS is an initiative of the Australian Government. The role of the TPS is to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that in such circumstances international students are provided with either an alternative suitable course with another education provider or a refund of their unspent tuition fees.
 - In accordance with Section 27 of the ESOS Act, 2000 (Cth), Hunter Education Group does not require international students to pay more than 50% of their course fees prior to course commencement. Note, however, that where a course is less than 25 weeks, Hunter Education Group may require students to pay the full cost of the course prior to course commencement.
 - All tuition fees paid in advance will be held in a separate bank account that can only be drawn down once the student has commenced their course. For the purposes of this policy, this bank account will be referred to as the trust account. These tuition fees are held in the trust account, separate from the day-to-day operating bank account, so that if a refund is payable before a student commences, a refund can be made in a timely way without impacting the financial operations of the business or recourse to the fee protection measures in place. The trust account is maintained with an Australian owned ADI (authorised deposit taking institution).
- Hunter Education Group will ensure all fees received for international students are paid into this account within five days of receiving the funds.
- Hunter Education Group ensures that, at all times, there is a sufficient amount in the trust account to repay all tuition fees paid in advance to every international student or incoming international student in respect of whom it has received tuition fees for; and who have not yet begun the course for which has been paid.
- Hunter Education Group will only draw down from the trust account if:
 - A refund needs to be made for tuition fees paid in advance
 - Hunter Education Group has arranged for a student to be offered a place in an alternative course at its own expense and the amount is withdrawn to pay the alternative provider that students fees.
 - The amount is withdrawn to pay the TPS Director.

2. Fees and refund information

- Hunter Education Group cannot guarantee that students will successfully complete the course in which they enrol, regardless of whether all tuition fees have been paid or not.

- As Hunter Education Group does not use direct approach marketing or tele-sales, no cooling-off period applies to its courses.
- Fees information relevant to each course is outlined in detail on the *Student Agreement* and summarised on the *Course Outline* as well as in Hunter Education Group's *Student Handbook*. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment and course commencement.
- The *Student Agreement* and the *Student Handbook* which are provided prior to enrolment includes this *Fees and Refunds Policy and Procedure* and informs the student of their consumer rights. Students are required to sign the *Student Agreement* in acknowledgement of the terms and conditions of the enrolment and this policy.
- Fee information provided to domestic and international students includes:
 - All course fees and payment schedules for when those fees will be due.
 - Any additional charges that may apply and the circumstances in which they apply.
 - This fees and refunds policy.
- Where an employer is paying for a student's course, an Employer Agreement will be provided at the time of enrolment outlining the total fees, payment terms and schedule of payments applicable.
- Where tuition fees are required to change due to unforeseen circumstances, Hunter Education Group will advise students in writing of the reasons and allow students to receive a full refund of unused tuition fees where a revised payment agreement with the student cannot be reached for the additional fees

3. Written agreements for international students

- For international students, fee information is always provided prior to enrolment or receipt of payment as per the requirements of the National Code 2018 Standard 2 and 3. For international students, the written agreement also specifies:
 - upfront payment options including that:
 - Hunter Education Group does not require international students to pay more than 50% of the course upfront where the course is 25 weeks or more in duration, however, may require it for courses that are shorter than 25 weeks.
 - International students (or the person paying fees on their behalf) may choose to pay more than 50% tuition fees before their course commences.
 - Where a student chooses to pay more than 50% upfront, the remaining amount will be collected according to an agreed payment schedule.
 - all tuition fees payable by the student for the course and, the periods to which those tuition fees relate.
 - details of any non-tuition fees the student may incur, including fees that may be incurred because of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply.
 - advice on the potential for changes to fees over the duration of a course.
 - a statement that "This 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".

- refund requirements that apply if the student defaults in relation to a course at a location.
- amounts that may or may not be repaid to the student (including any tuition and non-tuition fees collected by education agents on behalf of Hunter Education Group).
- processes for claiming a refund.
- the specified person(s), other than the student, who can receive a refund in respect of the 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.

4. Course fee inclusions

- The Student Agreement will clearly itemise all course fees, including both tuition and non-tuition fees as they apply to the individual student enrolment offer.
- Tuition fees payable to Hunter Education Group include:
 - All of the education, training and assessment services required for students to achieve the qualification or course in which they are enrolling within the attempts allowed.
 - One copy of the required textbooks and learning materials for each student unless otherwise stated on the Course Outline (these may be separately outlined as a materials fee).
 - Issuance of one set of certification documents including:
 - For VET courses either:
 - the Testamur (or qualification) and record of results - where a qualification is completed, or;
 - or Statement of Attainment (for single units or in the case of withdrawal or partial completion).
 - For ELICOS courses either:
 - a Certificate of Completion where the course is completed in entirety, or
 - or a Certificate of Partial Completion where the course has been partially completed.
- Tuition fees may also include (where relevant):
 - RPL Fees (application and per unit costs).
 - Additional fees that apply for re-enrolment of a VET unit of competency, where a student fails to achieve a satisfactory outcome after three attempts at an assessment tasks.
 - An upfront deposit amount required to be paid prior to commencing.
- Non-tuition fees which may be payable to Hunter Education Group in some circumstances/as applicable and which may include (as specified in the Student Agreement):
 - Re-issuance or additional copies of certification documents will attract a fee of \$50 per document, plus postage if required.
 - Fees for deferral of study, late payment of tuition fees, or other circumstances in which additional fees may apply.

- Any optional textbooks and materials that may be recommended but not required to complete a course.
 - Replacement textbooks if original copies are lost or misplaced. Costs for replacement textbooks are outlined on the Student Agreement.
 - Printing and photocopying charges
 - Credit Card or other surcharges
- Non-tuition fees are generally not refundable, unless special circumstances apply beyond the students control and/or products or services have not been provided.
- Fees payable to Hunter Education Group do not include:
 - Personal computers, cameras or personal devices that might be needed to complete coursework.
 - Uniform (if required for placement)
 - Stationery such as paper and pens.
 - Airport pick ups/transport.
 - Excursions (unless stated on the Course Outline)
 - Living expenses (guidance about indicative costs is in the *International Student Handbook*).

5. Payments

- Payments can be accepted by electronic transfer (EFT), direct debit, credit card or paypal.
- Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.
- Debts may be referred to a debt collection agency where fees are more than 40 days past due.
- Hunter Education Group reserves the right to suspend the provision of courses and/or other services until fees are brought up to date. Students with long term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.
- International students who do not pay their fees on time will receive two warnings regarding non-payment of fees and thereafter will be reported to the Department of Home Affairs (DHA) via PRISMS under student default.
- Receipts of payments made by international students will be kept for at least two years after the person ceases to be an active student.

6. Refunds - Provider Default (e.g. postponed or cancelled courses)

- Students who withdraw from a course may seek a refund by making an application for a refund in writing using the Application for Refund Form. The application must include the details and reason for the request. Students who are withdrawing and have not completed a *Withdrawal Form* are not eligible for consideration of a refund.
- Applications will be considered in accordance with the refund circumstances outlined below. The outcome of the refund assessment will be provided in writing to the student's registered address within 4 weeks, outlining the decision and reasons for the decision along with any applicable refund or adjustment note.

- Refunds will be paid to the student or another person where this is specified the student's written agreement.
- Refund decisions can be appealed following our *Complaints and Appeals Policy*.

7. Refunds due to an International Student's Visa Refusal (student default)

Reference	Circumstance	Refund entitlement and calculation
7A	The student has defaulted due to Visa refusal that directly or indirectly caused the student to default in relation to the course in one of the following ways: – the student's failure to start the course at the location on the agreed starting day. – the student's withdrawal from the course at that location on or before the agreed starting day. And: – the written agreement meets the requirements of clause 3 of this policy (see 12A). This remains applicable in the instance that Hunter Education Group is no longer a registered CRICOS provider.	(In accordance with Section 47E of the ESOS Act, 2000 and Section 9 of the ESOS Education Services for Overseas Students Calculation of Refund Specification 2014) The total course fees (all tuition fees and non-tuition fees received) minus the lesser of the following amounts: a) 5% of the amount of course fees received by the provider in respect of the student before the default day. b) \$500.
7B	The student has defaulted due to Visa refusal that directly or indirectly caused the student to default in relation to the course in one of the following ways: – the student's withdrawal from the course at that location (after the start date) – the student's failure to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course at that location. And: – the written agreement meets the requirements of clause 3 of this policy (see 12A). This remains applicable in the instance that Hunter Education Group is no longer a registered CRICOS provider.	(In accordance with Section 47E of the ESOS Act, 2000 and section 10 of the ESOS Education Services for Overseas Students Calculation of Refund Specification, 2014) The weekly tuition fee × weeks in default period (calculated from the day on which the student was withdrawn)

7C	The student's visa is refused by the Department of Home Affairs because any information submitted by the International Student, or on their behalf, as part of their application for admission or their application for a Student Visa, is found to be false, fraudulent, or misleading in a material matter.	No refund of tuition fees or non-tuition fees paid. <i>(This clause applies notwithstanding Section 47E of the ESOS Act 2000, which ordinarily provides refund entitlements for visa refusal. Where refusal results from false, fraudulent or misleading information, the student is not entitled to any refund.)</i>
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8. Refunds due to an International Student withdrawing (student default)

Reference	Circumstance	Refund entitlement and calculation
8A	The student withdraws from the course at the specified location more 10 weeks before the expected commencement date and: – this is not due to Visa Refusal (see 7A). – the written agreement meets the requirements of clause 3 of this policy (see 12A).	(This is a student default per Section 47A of the ESOS Act, 2000) Full refund of course fees paid less maximum of 10% or \$1,000, whichever is the lesser, for administrative expenses.
8B	The student withdraws from the course at the specified location more than 4 weeks and up to 10 weeks before the expected commencement date and: – this is not due to Visa Refusal (see 7A). – the written agreement meets the requirements of clause 3 of this policy (see 14A).	70% refund of course fees paid less maximum of 10% or \$1,000, whichever is the lesser, for administrative expenses.
8C	The student withdraws from the course at the specified location up to 4 weeks before the expected commencement date and: – this is not due to Visa Refusal (see 7A). – the written agreement meets the requirements of clause 3 of this policy (see 14A).	40% refund of course fees paid less maximum of 10% or \$1,000, whichever is the lesser, for administrative expenses.
8D	The student withdraws from the course at the specified location after they commence the course. – this is not due to Visa Refusal (see 7B). – the written agreement meets the requirements of clause 3 of this policy (see 14A).	No refund

9. Refunds due to a Domestic student withdrawing (no default applicable)

Reference	Circumstance	Refund entitlement and calculation
9A	Student cancels or withdraws from a course at any time.	The refund assessment will be based on reviewing the services provided to the student and the costs incurred by Hunter Education Group to provide those services as a portion of the whole. This includes considering administrative costs, direct delivery hours provided as well as resources provided.

10. Refunds due to an international student not commencing their course (student default)

Reference	Circumstance	Refund entitlement and calculation
10A	The student does not commence the course at the specified location on the agreed starting date and has not withdrawn, deferred or have had their request for an alternative start date approved by Hunter Education Group and: – this is not due to Hunter Education Group cancelling or postponing the course (see clause 7 and 15). – this is not due to Visa Refusal (see 9A). – the written agreement meets the requirements of clause 3 of this policy (see 12A).	No refund of enrolment deposit or tuition fees paid for first study period. Where paid upfront for subsequent study periods – the weekly tuition fee multiplied by the weeks in the default period (calculated from the agreed starting day of the course)

11. Refunds due to Hunter Education Group cancelling an international student's enrolment (student default)

Reference	Circumstance	Refund entitlement and calculation
11A	Hunter Education Group cancels a student's enrolment following formal notice and appeal period, due to: – academic misconduct, misbehavior or failure to comply with Hunter Education Group's policies or student code of conduct – Visa condition breaches – failure to pay fees in accordance with the written agreement	No refund.

Reference	Circumstance	Refund entitlement and calculation
	– unsatisfactory course progress or attendance and – the written agreement meets the requirements of clause 3 of this policy (see 14A)	
11B	If a student has supplied incorrect or incomplete information and as a result Hunter Education Group withdraws the offer prior to commencement of the course.	Half of the tuition fees paid for the first study period and all of the tuition fees paid for remaining study periods to be calculated as follows: – For the first study period - 50% of the weekly tuition fee multiplied by the weeks in the default period (calculated from the day on which the offer is withdrawn by Hunter Education Group). – For subsequent study periods - the weekly tuition fee multiplied by the weeks in the default period

12. Refunds where an international student has defaulted but the written agreement is non-compliant (provider default)

Reference	Circumstance	Refund entitlement and calculation
12A	The international student has defaulted (either withdrawn, not commenced on the agreed date, failed to pay fees as agreed or had their visa cancelled or refused) and Hunter Education Group fails to enter into a written agreement with a student that meets the requirements set out in clause 3 of this policy. This remains applicable in the instance that Hunter Education Group is no longer a registered CRICOS provider.	(In accordance with Section 47E of the ESOS Act, 2000 and Section 8 of the ESOS Education Services for Overseas Students Calculation of Refund Specification, 2014) Unspent total tuition fees will be refunded, to be calculated as follows: – The weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).

13. Refunds process - where a course is cancelled by Hunter Education Group

- In the unlikely event that Hunter Education Group or any third parties responsible for delivering courses on its behalf, is unable to deliver the course or any portion of the course as agreed, within 14 days of the course ceasing to be delivered, the student will be issued with either:
 - a refund for the course or portion of course that was not provided - see clause 15 for further details.

- an offer for a placement into an alternative course at no additional cost which the student also accepts in writing within the 14 days from the date the course ceases to be delivered.
- In such cases, Hunter Education Group will automatically conduct a refund assessment of all affected students and contact students to either offer a suitable alternative course or a refund. In these cases, there is no need for a student to make an individual application for a refund.
- For international students whose course ceases to be delivered the Tuition Protection Service can assist students in finding an alternative course or to get a refund if a suitable alternative is not found.

14. Refunds where Hunter Education Group cancels a course (provider default)

Reference	Circumstance	Refund entitlement and calculation
14A	Hunter Education Group fails to start the course on the agreed starting day at the location because of insufficient numbers, unforeseen circumstances or a sanction has been imposed (and the student has not withdrawn before this day).	(In accordance with Section 46A of the ESOS Act) Unspent total tuition fees will be refunded including the enrolment deposit to be calculated as follows: – The weekly tuition fee multiplied by the weeks in the default period (calculated from the agreed starting day of the course). No refund is required if within 14 days the student is offered and accepts a place in an alternative course to be paid for by Hunter Education Group.
14B	The course has started but cannot be delivered in full or by Hunter Education Group, including where a sanction has been imposed (and the student has not withdrawn before the default day).	(In accordance with Section 46A of the ESOS Act) Unspent total tuition fees will be refunded, to be calculated as follows: – The weekly tuition fee multiplied by the weeks in the default period (calculated from the day on which the course ceases to be provided). No refund is required if within 14 days the student is offered and accepts a place in an alternative course to be paid for by Hunter Education Group.

15. Refunds due to other / compassionate reasons (no default)

Reference	Circumstance	Refund entitlement and calculation
15A	If the student receives credit for units within a course for which they have	Calculated on a pro-rata basis i.e. the total course fees divided by the number of units.

Reference	Circumstance	Refund entitlement and calculation
	already paid and not undertaken with Hunter Education Group	The student will receive a refund for the number of units for which they have received credit for with consideration for any relevant courses that have been undertaken.
15B	If a student cannot complete or commence a course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).	At the discretion of Hunter Education Group's Managing Director or approved representative – The weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
15C	If a student cannot complete or commence a course because of other special or extenuating including political, civil or natural events.	At the discretion of Hunter Education Group's CEO or approved representative – The weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).

16. Recording and payment of refunds

- Records of refund assessments and issuance of refunds will be stored securely on the student's file and in our accounts keeping system.

17. Default obligations and notification

- Where provider default applies Hunter Education Group will:
 - record the default in PRISMS (thereby reporting to the Australian Government) within 3 business days of the day of default.
 - discharge its obligations within 14 business days of the day of default, by either:
 - o offering an alternative suitable course to a student which the student has accepted.
 - o refunding amounts due in accordance with this policy.
 - record outcome of the discharge of its obligations in PRISMS within 21 business days of the day of default.
- Where a student defaults for any of the reasons below, Hunter Education Group will record the default in PRISMS (reporting the student to the Australian Government) within 4 weeks of the day of default:
 - A student has been granted a refund in accordance with this policy.
 - A student has been granted a refund due to a non-compliant written agreement.
 - The student has defaulted due to Visa refusal for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the course at the location:
 - o the student's failure to start the course at the location on the agreed starting day;
 - o the student's withdrawal from the course at that location;

- the student's failure to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course at that location.

18. Publication

- Hunter Education Group will publish this policy in the *Student Handbook*, on its website and in the *Student Agreement*.

Procedures

1. Student fees

Refer

- SRTOs: Clauses 5.3, 7.3
- National Code: Standard 3

Procedure	Responsibility
a. Deposit invoices • All domestic student fee-payers should pay their enrolment deposit (where applicable) upon enrolment, prior to course commencement. • All international students should pay their enrolment deposit upon enrolment. • Ensure there is a signed written <i>Student Agreement</i> on file before invoicing. • Raise an invoice for the amount in line with the payment schedule for the relevant course. • Fee-payers have 14 days to pay an invoice. • Keep a copy of the invoice on the student's file.	Administration team/ Finance
b. Fee instalment invoices • Charge fee instalments in line with the relevant payment schedule for the course, outlined on the <i>Student Agreement/ Course Outline</i>. • Ensure all payment terms, conditions and amounts are as indicated on the invoice unless a record of an agreed or advised change is in writing and the conditions of such a change were outlined on the initial agreement. • Students have 14 days to pay an invoice. • Keep a copy of the invoice on the student's file.	Administration team/ Finance
c. Receiving payments • Fees for international students may not be collected until the <i>Student Agreement</i> has been signed. • Record payments against the relevant invoice on the accounting/financial system • Provide the student with a receipt. • Ensure receipts for payments from international students are retained for at least 2 years after the first payment is received.	Administration team/ Finance
d. Managing overdue fees – domestic students • Send out statements monthly to students to show outstanding fees. • Call students where payments are more than 14 days overdue.	Administration team/ Finance

Procedure	Responsibility
- Any student with an invoice over 40 days past due should be referred to the debt collection agency. - Refer to the Director of Studies/CEO about suspending enrolment until fees are brought up to date. If the enrolment is suspended, send a letter to the student advising of suspension until payment is made. Advise academic staff/trainers. - Where fees continue to be unpaid, refer to Director of Studies to consider withdrawal.	+ Director of Studies/Managing Director
e. Managing overdue fees – international students - Send out statements monthly to students to show outstanding fees. - Call or email students where payments are overdue to remind them to pay. - Send out <i>Warning letter for Non-Payment of Fees</i> when payments are more than 7 days overdue. - Send <i>Notice of Intention to Cancel for Non-Payment of Fees</i> regarding non-payment of fees when payment are more than 14 days overdue. - Wait 20 working days to ensure student has time to access Appeals process before lodging a Student Course Variation (SCV) against the students COE in PRISMS (provider termination of studies – non-payment of fees). - Any student with an invoice over 40 days past due should be referred to the debt collection agency.	Administration team/ Finance Director of Studies/Managing Director

2. Refunds

Refer

- SRTOs: Clauses 5.3, 7.3
- ESOS Act, 2000 (Cth): Sections 46A, 46D, 47A, 47D, 47E
- National Code: Standard 3

Procedure	Responsibility
A. Processing refunds – domestic students - If a course is cancelled by Hunter Education Group, students who have enrolled and paid their enrolment deposit should be automatically issued a refund. Notify them in writing and issue refund. Record on file. - Students who withdraw from their course and seek a refund are to make a request for a refund in writing. - To make an assessment of a refund due, consider the services the student has received. Consider the following: - Enrolment deposit is non-refundable – this covers administration time for enrolment and induction process.	Administration team/ Finance Director of Studies/Managing Director

Procedure	Responsibility
– Text books provided – Training /education/assessment services received – number of classes attended/ visits received/ online training – Individual support provided by the trainer/assessor – Assessments marked • Consider the costs incurred by Hunter Education Group as per above, plus the fees paid by the student to calculate a suitable refund. Refund assessments are to be approved by CEO/Finance Manager. • Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. • Keep a copy of the refund assessment on the student's file.	
B. Processing refunds – provider default (international students) • Where Hunter Education Group may be able to offer a suitable alternative course to a student (instead of a refund), ensure the offer is made in writing to the student within 7 days, and follow up with student prior within 10 days. If the offer is not accepted, issue a refund within 14 days as below. • Automatically issue a refund within 14 days to students who have enrolled and paid their enrolment deposit and the course is cancelled prior to commencement. • Automatically issue a refund to students within 14 days where the course has commenced but is cancelled. • Notify students to whom refunds are automatically issued in writing and issue refund. Record on file. • All other students who withdraw from their course and seek a refund are to make a request for a refund in writing. • Assess refund as per this Policy, noting all considerations and associated charges. Managing Director/Director of Studies approves refund assessment. • Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. • For student default, process refunds within 4 weeks of the default date. • Keep a copy of the refund assessment on the student's file.	Administration team/ Finance Director of Studies/Managing Director
C. Processing refunds – student default (international students) • All other students who withdraw from their course and seek a refund are to make a request for a refund in writing. • Assess refund as per this Policy. • Calculate the relevant refunds using the <i>Refund Calculation Worksheet</i>.	Administration team/ Finance Director of Studies/Managing Director

Procedure	Responsibility
- Managing Director/Director of Studies approves refund assessment. - Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. - Process refunds within 4 weeks of the default date. - Keep a copy of the refund assessment on the student's file.	

3. Notify of default and discharge of obligations

Refer

- ESOS Act, 2000 (Cth): Sections 46B & 46F & 47H

Procedure	Responsibility
A. Notification of Provider of Student Default in PRISMS - Within 3 business days for Provider default or 4 weeks for student default, locate the correct COE - record the circumstances and details of the default day - In the case of provider default - record the discharge of obligations (refund or alternative course provided) against the default within 14 days of the default day.	Director of Studies/Managing Director

Document Control

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Standards (National Code):	Standard 2, 3