

Fees and Refund Policy and Procedures

Purpose & Legislative Background

According to Standard 3 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018 HILTON ACADEMY will provide all information including course details, prerequisites and conditions on enrolment, fees, refund and cancellation policies, and the complaints and appeals processes in its written agreement with the students. To support this standard, this policy provides detailed explanation about the different circumstances in which refund policy applies, the process involved and its time period. The circumstances include withdrawal from a course by the student, visa refusal, misconduct by student, cancellation of course by HILTON ACADEMY, etc. which may arise either by students' default or HILTON ACADEMY's default.

The requirements of Standard 2 & 3 of National Code of Practice for Providers of Education and Training to Overseas Students 2018 and Clauses 5.3, 7.3 and Schedule 6 are complied with, in this policy. HILTON ACADEMY is entitled to charge fees for services provided to students undertaking training and assessment that leads to a nationally recognised outcome. These charges are generally for items such as tuition fees, course materials, textbooks, student services and training and assessment services, bank charges if any. This Policy also outlines the details in regard to the above.

As per schedule 6, Clause 7.3 of Standard 7 of Standards for Registered Training Organisations (RTOs) 2015 HILTON ACADEMY will be responsible for protecting the fees prepaid by individual learners, or prospective learners.

Scope

This policy is applicable to all current & prospective students of HILTON ACADEMY.

Policy

1. Where HILTON ACADEMY collects fees from the individual learner, either directly or through a third party, HILTON ACADEMY provides or directs the learner to information prior to enrolment of the commencement of training and assessment, whichever comes first, specifying:
 - a. all relevant fee information including:
 - i. fees that must be paid to HILTON ACADEMY, and
 - ii. payment terms and conditions including deposits and refunds
 - b. the learner's right to obtain a refund for services not provided by HILTON ACADEMY in the event the:
 - iii. arrangement is terminated early, or
 - iv. HILTON ACADEMY fails to provide the agreed services.
2. Where HILTON ACADEMY requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), HILTON ACADEMY must meet the requirements set out in the Requirements for Fee Protection in Schedule 6 of the Standards for RTOs 2015.
3. HILTON ACADEMY must enter into a written agreement with the international/ overseas student or intending overseas student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. The agreement must provide information in relation to refunds of tuition fees and non-tuition fees.
4. HILTON ACADEMY must include in the written agreement for international students the following information, which is to be 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:
 - c. 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)
 - d. processes for claiming a refund
 - e. 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

- f. a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
- g. 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”.

Part A. Fees

1. Fees may include tuition fees, non-refundable enrolment fees, services and equipment fees, Overseas Student Health Cover (OSHC) (for international students), text book and materials fees and any other charges such as re-issuance of qualification certificates / statements of attainment.
2. Tuition fees are fees that HILTON ACADEMY receives that are directly related to provision of a course that HILTON ACADEMY is providing or offering to provide to the student.
3. All relevant fees are clearly mentioned in this document and Written Agreements.
4. Prior to a student enrolling, fees may be altered without notice. Once a student has completed their 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 any fee increases will be required to be paid for the extended component of the course.

For International students:

5. A student can pay full fees if the student wishes to, but the student is not required to pay more than 50% of the total tuition fees up front for the course before the student commences the course that are more than 25 weeks. HILTON ACADEMY can require 100% of the total tuition fees for short courses of 25 weeks or less.
6. Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS legislation the Education Services for Overseas Students Act and the Tuition Protection Service (TPS) framework.
7. HILTON ACADEMY implements requirements for Provider Default – Part 5, Division 1, Subdivision A of the ESOS Act 2000.

The following steps outline the TPS process if a provider default occurs:

Step 1 – Provider default occurs

HILTON ACADEMY defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- a. HILTON ACADEMY fails to start providing the course to the student at the location on the agreed starting day; or
- b. after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Step 2 – Notifying the ESOS Agency, the TPS Director and students

HILTON ACADEMY must notify the ESOS Agency and the TPS Director of the default within 3 business days of the default occurring through the Enrolment Officer via PRISMS. HILTON ACADEMY must also notify students in relation to whom it has defaulted.

The notices must be in writing and meet the requirements of section 46B.

Step 3 – Provider obligation period

HILTON ACADEMY has 14 days after the day of the default (the provider obligation period) to satisfy its tuition protection obligations to the student.

Step 4 – Notification of the outcome- discharge of obligations

HILTON ACADEMY has 7 days after the end of its obligation period to give a notice to the ESOS Agency and the TPS Director via PRISMS of the outcome of the discharge of its obligations. This notice must comply with the requirements of section 46F.

If HILTON ACADEMY does not meet its obligations affected students may be assisted by the TPS Director.

HILTON ACADEMY implements requirements for Student Default – Part 5, Division 2, Subdivision B of the ESOS Act

The following Steps outline the TPS process in a case of a student default:

HILTON ACADEMY must enter into a written agreement with each overseas student or intending overseas student that:

- a. sets out the refund requirements that apply if the student defaults; and
- b. meets any requirements set out in the National Code 2018.

Step 1 – Student default occurs

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. HILTON ACADEMY refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
 - 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 visa;
 - III. misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A(3)).

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 location.

Step 2 – Notifying the ESOS Agency and the TPS Director

To meet Tuition Protection Service (TPS) reporting obligations, providers only need to report on whether they have provided a refund to a student in two cases of student default:

- a. where a student's visa is refused, even if there is a compliant written agreement in place
- b. where there is no compliant written agreement in place. This reporting is done by the Student Support Officer via PRISMS.

Step 3 – Provider obligation period

If a student or intending student defaults HILTON ACADEMY must provide a refund in accordance with the requirements under either section 47D or 47E of the ESOS Act, depending on which section applies to the circumstances of the default situation.

HILTON ACADEMY must pay the refund within the period (the provider obligation period) of 4 weeks after the day specified in section 47D or 47E, depending on which section applies to the circumstances of the default situation.

Step 4 – Notification of the outcome – discharge of obligations

HILTON ACADEMY has 7 days after the end of its obligation period to give a notice to the ESOS Agency and the TPS Director of the outcome of the discharge of its obligations where the provider is required to provide a refund under 47E. (i.e. where there is no written agreement in place and also in cases of visa refusal, whether there is a written agreement in place or not). This notice must comply with the requirements of section 47H.

For Domestic/ Other Temporary Visa Holder students:

HILTON ACADEMY accepts payment of no more than \$1,500 from each individual student prior to the commencement of the course. Following course commencement, it may require payment of additional fees in advance from the student but only such that at any given time, the total amount required to be paid which is attributable to tuition or other services yet to be delivered to the student does not exceed \$1,500.

Part B. Refunds

For International Students

1. Refund applications must be made in writing to HILTON ACADEMY. The student refund application form, available from HILTON ACADEMY's reception and website, may be used as the written application.
2. Written applications for refunds will also be accepted by mail or by email. Refunds will be made within 28 days of receipt of a written application and will include a statement explaining how the refund was calculated.
3. A refund can be received by the student and the student's parents or guardians who are authorised by the student in respect of the student identified in the written agreement through a written consent by the student.
4. A \$250 Application Fee is non-refundable under all circumstances mentioned below.
5. Material and services are refundable except for withdrawals on and after commencement date and in the event a student fails to commence any course on agreed start date (Non-commencement).

Refund Situations for International Students

Type	Time Frame	Amount Refunded	Documents
VISA Refusal	At any time	<p>The amount of a refund is the amount of the course fees, minus the lesser of the following amounts:</p> <p>(a) 5% of the amount of course fees received by the provider in respect of the student before the default day;</p> <p>(b) \$500.</p> <p>The course fees for a course is the sum of:</p> <p>(a) the tuition fees received by the provider in respect of the student; and</p> <p>(b) the non-tuition fees (if any) received by the provider in respect of the student.</p> <p>Note: if the visa refusal is due to false or misleading information about student identity, previous qualifications and experiences or other relevant information in support of student visa application in order to obtain migration, there will be no refund for paid tuition fee.</p>	<p>Application for Withdrawal Form</p> <p>Refund Application Form if applicable</p> <p>Proof of VISA Refusal</p>
VISA Renewal Refusal (onshore students)	After the course has commenced	<p>Paid tuition fees that have not been spent will be refunded. Spent tuition fee is payable to the college. Material fee (if applicable) and the \$250.00 application fee are not refundable.</p> <p>Note: if the visa renewal refusal is due to false or misleading information about student identity, previous qualifications and experiences or other relevant information in support of student visa application in order to obtain migration, there will be no refund for paid tuition fee.</p>	<p>Application for Withdrawal Form</p> <p>Refund Application Form if applicable</p> <p>Proof of VISA Refusal</p>
Student breach of VISA conditions, suspension or cancellation of enrolment by the college or the student transfer to another registered provider and has been granted release letter	At any time after commencement of a course	<p>No refund for the paid tuition fee for the current course. Outstanding tuition fee scheduled in the Letter of Offer that becomes due for the current course is payable to the college. Material fee and the \$250.00 application fee are not refundable.</p>	<p>Application for Withdrawal Form</p> <p>Refund Application Form if applicable</p> <p>Relevant documents: Proof of VISA Refusal, or a valid offer letter from another registered provider, or flight ticket</p>
Withdrawal, Transfer or Enrolment Cancellation (The withdrawal application is subject to the approval by the college)	Written notification provided 28 days or more before the commencement of the course	10% of total tuition fee will be retained by the college and is payable to the college. The remaining paid tuition fee will be refunded. Material fee will be refunded. The \$250.00 application fee is not refundable.	<p>Application for Withdrawal Form</p> <p>Refund Application Form if applicable</p> <p>Relevant documents: Proof of VISA Refusal,</p>
	Written Notification provided less than 28 days before	20% of total tuition fee will be retained by the college and is payable to the college. The remaining paid tuition will be refunded. Material fee and the \$250.00 application fee are not refundable.	

	commencement of the course		or a valid offer letter from another registered provider, or flight ticket
	Written notification provided after the course has commenced	No refund for the paid tuition fee for the current course. Outstanding tuition fee scheduled in the Letter of Offer that becomes due is payable to the college. Material fee and the \$250.00 application fee are not refundable.	
Student does not commence the course on the start date for any reason and subsequently provides notice of withdrawal from the course	At any time after commencement of a course	No refund for the paid tuition fee for the current course. Outstanding tuition fee scheduled in the Letter of Offer that becomes due is payable to the college. Material fee and the \$250.00 application fee are not refundable.	Application for Withdrawal Form Refund Application Form if applicable Any relevant supporting documents
HILTON ACADEMY is unable to deliver the course for any reasons	On the course commencement date	100% refund of the paid tuition fee and material fee. The \$250.00 application fee is not refundable.	Application for Withdrawal Form Refund Application Form if applicable
HILTON ACADEMY is unable to complete the delivery of the course that has been started	After commencement of a course	Paid tuition fee that has not been spent will be refunded. Spent tuition fee is payable to the college. Paid material fee that has not been spent will be refunded. The \$250.00 application fee is not refundable.	Application for Withdrawal Form Refund Application Form if applicable
Withdrawal from Recognition of Prior Learning (RPL process)	After Submission of the fees	Paid RPL assessment fee and \$100.00 application fee are not refundable.	Application for Withdrawal Form Refund Application Form if applicable

- Fees not listed in this refund section are not refundable.
- Prior to a student enrolling fees may be altered without notice. Once a student has completed their 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 any fee increases will be required to be paid for the extended component of the course.

For Domestic/ Other Temporary Visa Holder Students

- Refund applications must be made in writing to HILTON ACADEMY. The student refund application form, available from HILTON ACADEMY's reception and website, may be used as the written application.
- Written applications for refunds will also be accepted by mail or by email. Refunds will be made within 28 days of receipt of a written application and will include a statement explaining how the refund was calculated.
- A \$250 Application Fee is non-refundable under all circumstances mentioned below.
- Material and services are refundable except for withdrawals on and after commencement date and in the event a student fails to commence any course on agreed start date (Non-commencement).

Refund Situations for Domestic Students

Amount Refunded	Situations
Full refund of total fees paid by student minus Administrative Fee (\$250)	<ul style="list-style-type: none"> Before Course Commencement
No refund	<ul style="list-style-type: none"> After course commencement date as per Confirmation of Enrolment has passed. The student's enrolment is cancelled, including if the student is cancelled for unsatisfactory progress. The terms and conditions of the LOO entered into by the student and the Institute are breached, including any breach of Institute policy. A student whose enrolment is either suspended or cancelled by the Institute for whatsoever reason, including but not limited to misbehaviour or non-payment of fees to the Institute, shall not be eligible for a refund.

- Fees not listed in this refund section are not refundable.
- Prior to a student enrolling fees may be altered without notice. Once a student has completed their 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 any fee increases will be required to be paid for the extended component of the course.

Procedures

Fee Payment

1. Before commencing their course, a student must pay the relevant tuition fees stated in their Written Agreement to HILTON ACADEMY that will be paid by cash, credit card, telegraphic transfer or direct deposit into HILTON ACADEMY's designated pre-paid fees account.
2. On the day of orientation, international students can apply for a customised payment plan. Additional fees apply.
3. Fees are invoiced in advance for each study period or if applicable, as per a payment plan and receipts provided to students on payment.
4. Fees paid and refunds given are recorded in the accounting system so that each student or client's financial status is known.
5. Details of student accounts are maintained in each student's file.
6. Overseas student visa holder fees are protected by the Tuition Protection Service (TPS).
7. Students may need to pay for the following other fees and charges: Other fees and charges:

Additional Fees and Charges			
The Institute has the following of additional charges:			
Items	Charge	Items	Charge
Repeat of unit	As per Unit cost as outlined in scheduled fees	Replacement Testamur, Replacement Official Transcript and Replacement Completion Letters	\$100.00
RPL Application Fee	\$100.00	Replacement Statement of Attainment	\$50.00
RPL Assessment Fee for Diploma & Graduate Diploma courses (Per unit)	\$600.00	Domestic Postage of Certificates	\$15.00
Credit Transfer (per Application)	\$100.00	Late payment fees of tuition instalment (per week overdue)	\$200.00
Course Enrolment Application fee	\$250.00	Bank dishonour fee	\$95.00
Catch-up for each unit	\$250.00	Student ID card replacement	\$20.00
Re-assessment for missing practical/s-this includes observations and simulated assessments	\$50.00	Set-up fee for customised payment plan	\$50.00
3rd Submission assessment fee per task for theory	\$50.00	Academic support class (per two-hour class)	No charge
Re-issuance of CoE	\$250.00	Moderation on appeal (per assessment task per unit)	No charge
Airport pick-up	\$160.00	"One-on-one" mentoring (per hour)	No charge

Refunds

1. HILTON ACADEMY guarantees to complete the training and/or assessment once the student has commenced study in their chosen qualification or course. In the unlikely event that HILTON ACADEMY is unable to deliver a course in full, students will be offered a refund of all the tuition fees the student has paid to date, minus a \$250 Application fee. The refund will be paid to the students within 28 days of the default date. Alternatively, the students may be offered enrolment in an alternative

course by HILTON ACADEMY at no extra cost to the students. The students have the right to choose whether they would prefer a full refund of tuition fees, or to accept a place in another course. If the students choose placement in another course, HILTON ACADEMY will ask the students to sign a new Written Agreement to indicate that they accept the placement. For international students, if HILTON ACADEMY is unable to provide a refund or place the students in an alternative course the Tuition Protection Service (TPS) will place the students in a suitable alternative course at no extra cost to the students.

2. Refund applications must be made in writing to HILTON ACADEMY. The student refund application form, available from HILTON ACADEMY's website, may be used as the written application. Written applications for refunds will also be accepted by mail or by email to the details listed above.
3. All refunds must be in accordance with ESOS legislation (for international students) and the refund agreement signed by the student and maintained in their individual student file.
4. Fees not listed in the refund section of the student's Written Agreement are not refundable.
5. For HILTON ACADEMY default on the agreement refunds must be made within 14 days of the default date.
6. For a student default on the agreement or withdrawal from the course, refunds will be made within 28 days of written notification being the refund application form received by HILTON ACADEMY.
7. A written explanation as to how the refund was calculated will be emailed to the student. A copy of the refund agreement that was signed by the student may accompany student refunds.
8. The CFO or a delegate will approve student refunds.
9. Details of refunds provided will be maintained in the individual student's file.

Tuition Protection Service (TPS)

1. Notify the TPS via PRISMS of additions and deletions of courses and qualifications from HILTON ACADEMY's scope of registration.
2. Notify the TPS via PRISMS of variations in fees and length of courses and qualifications.
3. Pay the annual TPS Levy when it is due.
4. If HILTON ACADEMY defaults, notify the TPS in writing via PRISMS through the Enrolment Officer, within 3 business days of the default occurring and notify students in relation to whom HILTON ACADEMY has defaulted.
5. To meet Tuition Protection Service (TPS) reporting obligations, HILTON ACADEMY only needs to report on whether it has provided a refund to a student in two cases of student default:
 - a. where a student's visa is refused, even if there is a compliant written agreement in place
 - b. where there is no compliant written agreement in place.

Management action & Responsibility

To ensure that HILTON ACADEMY's financial management policies are implemented and that HILTON ACADEMY complies with these policies, the Academic Manager shall monitor and report on compliance with its financial management policies and procedures, for review and as a basis for improvement.

The Accounts Officer is responsible to process the fees in accordance with the procedure and standards.

The CEO/PEO will provide the state or territory registering body that has registered it with a formal assurance that HILTON ACADEMY has sound financial management standards for matters related to its scope of registration and scale of operations.

HILTON ACADEMY will ensure that its accounts will be certified, at least annually, by a qualified accountant who is a member of Certified Practising Accountants (CPA) Australia, or otherwise registered as an auditor of the Australian Securities and Investment commission (ASIC), and on request, the report must be made available to the state or territory registering body that has registered the organization

Definition

Application Fee: Covers the administrative costs of enrolment

CoE Start Date: Refers to the day on which the course was scheduled to start, or a later day agreed upon between HILTON ACADEMY and the student – as mentioned in the Confirmation of Enrolment (CoE). Also referred to as the Agreed Start Date.

Course: A program of study leading to a qualification or an award. A course may comprise of units or modules Study Period: A discrete period of study up to a maximum of 24 weeks within a course, namely term, semester, trimester, short course of similar or lesser duration, excluding holidays and term/semester breaks

Fees: Includes all fees, fines and charges payable as specified in the Schedule of Fees Pre-paid

International Students: All those students who are on either on a student visa or a temporary visa that allows them to undertake formal studies in Australia

Materials Fee: Covers the cost of learning materials and resources provided by HILTON ACADEMY

Pre-paid Tuition Fees: Tuition fees paid in advance prior to commencement of the course or a study period

Principal Course of Study: Means the main or the final course of study to be undertaken by an overseas student where a student visa has been issued for multiple courses of study

Study Period: A discrete period of study up to a maximum of 24 weeks within a course, namely term, semester, trimester, short course of similar or lesser duration, excluding holidays and term/semester breaks

Term Start Date: Date on which an academic term commences as per HILTON ACADEMY's yearly academic program calendar. Academic program calendar is published on college's website and also available from HILTON ACADEMY reception.

TPS: Tuition Protection Scheme (enacted on 20th of March 2012 as part of the Government's second phase response to the Baird Review) replacing Tuition Assurance Scheme and ESOS Assurance Fund Legislative Context

Tuition Fee: Covers the cost of providing the course of study and use of resources at HILTON ACADEMY. Tuition Fee does not include Overseas Student Health Cover (OSHC), administration costs including enrolment/application fee, home stay booking fee and airport pick-up fee and costs related to equipment or training material purchases

Legislative Context

The legislative base for this policy is as follows:

- National Vocational Education and Training Regulator Act 2011
- Standards for Registered Training Organisations 2015
- The ESOS Act 2000 and ESOS Regulations 2001
- The National Code 2018
- The Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012
- The Education Services for Overseas Students (Registration Charges) Amendment (Tuition Protection Service) Act 2012

- The Education Services for Overseas Students (TPS Levies) Act 2012 § The Australian Consumer Law 2011

Policy Control

Version	Date	Changes / Updates	Approved
1.0	Jan 2020	RTO Policy and Procedure of HILTON ACADEMY	CEO