

HPPS011 Fees and Refund Policy and Procedures

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Approved by	CEO
Legislative Context and References:	<ul style="list-style-type: none"> - Standards for RTOs 2015: Clause 5.3,7.3, schedule 6 - ESOS Act 2000, National Code of Practice for Providers of Education and Training to Overseas Students 2018: Standard 2,3 - National Vocational Education and Training Regulator Act 2011 - Human Rights and Equal Opportunity Commission Act 1986 - National Vocational Education and Training Regulator Act 2011 - Standards for Registered Training Organisations 2015 - 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 - Competition and Consumer Act 2010 - Education Services for Overseas Students (Calculation of Refund) Instrument 2024

1. Purpose and Legislative Background

- 1.1. Considering Standard 7, Schedule 6, Clause 7.3 of the Standards for Registered Training Organisations (RTOs) 2015, HILTON ACADEMY is responsible for protecting individual or prospective learners' prepaid fees.
- 1.2. Considering 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 a detailed explanation of the different circumstances in which refund policy applies, the process involved and the time period when the request is made. The circumstances include but are not limited to a student's withdrawal from a course, visa refusal, misconduct, or cancellation of a course by HILTON ACADEMY, which may arise either by the student's default or HILTON ACADEMY's default.
- 1.3. Considering the requirements of the Tuition Protection Service, Standards 2 & 3 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018 and Clauses 5.3, 7.3 and Schedule 6, HILTON ACADEMY is entitled to charge fees for services provided to students undertaking training and assessment, leading to a nationally recognised outcome or award of a non-AQF qualification. These charges are for items such as tuition fees, course materials, textbooks, student services, training and

assessment services, and bank charges, if any. This Policy also outlines the details regarding the above.

- 1.4. Considering all legislative contexts, including but not limited to the Australian Consumer Law and anti-discrimination legislation, HILTON ACADEMY will make available the fees and applicable refund requirements, including the access process to avail of these.

2. Scope

- 2.1. This policy applies to all current & prospective students of HILTON ACADEMY.

3. Responsibility

- 3.1. The **Finance Manager** (FM) is responsible for implementing this procedure and ensuring that staff and students are aware of its application and that staff comply with its requirements.
- 3.2. The **Quality Assurance Manager** is responsible for cooperating to ensure the process complies with legislation requirements.
- 3.3. The **General Manager** is responsible for monitoring and reporting on compliance with its financial management policies and procedures for review and as a basis for improvement.
- 3.4. The **Accounts Officer** is responsible for processing the fees following the procedure and standards.
- 3.5. 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.
- 3.6. HILTON ACADEMY **management** 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 organisation.

4. Definitions

- 4.1. **Electronic Confirmation of Enrolment (eCoE)**: A document issued by the registered provider to intending international students and must accompany their application for a student visa. It confirms the overseas student's eligibility to enrol in the registered provider course.
- 4.2. **Confirmation of Enrolment (CoE)**: This is an official document printed via the PRISMS system on behalf of the Australian government confirming the enrolment of a student in a course. This document is required for an international student to apply for a student visa.

4.3. Course Commencement Date

- i) For international students, it refers to the start date indicated in the first eCoE issued by HILTON ACADEMY to a student, OR the commencement date in the eCOE for which the student visa is granted. This does not refer to the deferred or subsequent eCoEs. In the event that an eCoE was not issued, the refund will be calculated based on the commencement date indicated in the first Offer Letter (OL) issued to the student.
- ii) For fee-for-service students, it refers to the start date indicated in the **Verification of Enrolment (VoE)** issued by the HILTON ACADEMY to a student. This does not refer to the deferred or subsequent VoE. In the event that a VoE was not issued, the refund will be calculated based on the commencement date indicated in the first Offer Letter (OL) issued to the student.

4.4. Offer Letter (OL): Also referred to as Letter of Offer (LoO), it is the document that defines the terms and conditions of enrolment of a student while enrolled at a course at HILTON ACADEMY. It explains:

- i) the fees and

4.5. Study period: A study period is a discrete period of time measured in weeks and is specific to each course. Each course may contain one or more study periods. Any study period will not exceed 24 weeks. Within a course, the length of the final study period may be equivalent to, or shorter than other study periods.

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

4.7. Course Fee: Total of tuition fees, non-tuition fees, and enrolment fees.

4.8. Other Fees: Other fees include, but are not limited to Overseas Student Health Cover (OSHC), services and equipment fees, Overseas Student Health Cover OSHC (for international students), textbook and materials fees and any other charges such as re-issuance of qualification certificates / statements of attainment; also homestay/airport pickup fees (where applicable). All relevant fees are clearly mentioned in this document and in the written agreements.

4.9. Fee changes: 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 the student extends a course duration, then any fee increases will be required to be paid for the extended component of the course.

4.10. International Student: A student who holds an Australian student visa.

4.11. Fee-For-Service Student: A student who is not required to hold a student visa or holds an applicable visa giving the individual the right to study in Australia.

4.12. Enrolment Fee: The fee payable when an application is made to HILTON ACADEMY for an enrolment to a course or qualification. This fee is a non-

refundable fee covering the cost of administration. Enrolment fee is applicable for every course a student applies.

4.13. Tuition Fees: 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. Tuition fees are compulsory fees for the delivery of the enrolled course, payable by the student to undertake the course. Tuition fees vary depending on student type (International, Fees for Service or Victorian Training Guarantee). Students are responsible for the tuition fees specified in the Offer Letter. Upon signing a student written agreement, students thereby accept payment for tuition fees.

4.14. Weekly tuition fees: It refers to the tuition calculated as

$$\text{Weekly tuition fee} = \frac{\text{total tuition fees for the course}}{\text{Number of calendar days in the course}} \times 7$$

4.15. Non-tuition Fees: Non-tuition fees cover items not directly related to tuition; this includes Material & Equipment Fees.

4.16. Deposit Fee: International students must pay the required minimum payment to obtain course COE at the time of the acceptance of the offer. At the Academy's discretion, the amount may be reduced at the time of issuing an eCOE. However, the student will not be admitted to the course until the total minimum payment required has been received.

4.17. Payment Plan: Students may sign a payment schedule agreement which allows students to pay course fees in instalments. For international students, tuition fees incur as per scheduled in the payment plan. If a student breaches their Payment Plan, the Institute reserves the right to cancel the agreement and pursue the entire course fees owed.

4.18. Default Day: Refers to the date on which the provider or student defaulted.

4.19. Student default: Refers to the circumstances where:

- 4.19.1. the student does not start the course on the agreed course commencement date (and has not previously withdrawn); or
- 4.19.2. the student withdraws from the course at the location (either before or after the agreed course commencement date); or
- 4.19.3. 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:
 - I. The student failed to pay the due amount to the course provider;
 - II. The student breached a condition of his/her student visa;
 - III. Misbehaviour by the student.

4.20. Provider default: Refers to the circumstances where HILTON ACADEMY fails to start the course or the course ceases to be provided after commencement and no alternative course can be offered and accepted by the student.

4.21. Weeks in default: means:

4.21.1. The number of weeks in relation to a course as

- a. during which a registered provider or a student defaulted; and
- b. for which the provider received payment of tuition fees in respect of the student's course.

4.21.2. The number of weeks in default in relation to a course is the largest nearest whole number from the calculation using the formula:

$$\text{Weeks in default} = \frac{\text{number of calendar days from the default day to the end of the period to which the payment relate}}{7}$$

4.22. The Tuition Protection Service (TPS) in Australia is a government initiative designed to protect the interests of international students studying in the Country. It aims to ensure that students can complete their studies or receive a refund of their unspent prepaid tuition fees if their education provider cannot deliver a course.

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.

4.23. Application Fee: Covers the administrative costs of enrolment.

4.24. 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.

4.25. 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

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

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

4.28. Principal Course of Study: This 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

- 4.29. 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
- 4.30. Term Start Date:** The date on which an academic term commences as per HILTON ACADEMY's yearly academic program calendar. The academic calendar is available from the HILTON ACADEMY reception.
- 4.31. Learner:** It refers to any student, be they international or fee-for-service.
- 4.32. AQF:** The Australian Qualifications Framework (AQF) is the national policy for regulated Australian education and training qualifications. It incorporates the qualifications from each education and training sector into a single comprehensive national qualifications framework.

5. Policy

- 5.1.** 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:
- 5.1.1.** All relevant fee information, including:
- i. Fees that must be paid to HILTON ACADEMY and
 - ii. Payment terms and conditions, including deposits and refunds
- 5.1.2.** The learner's right to obtain a refund for services not provided by HILTON ACADEMY in the event the:
- i. Arrangement is terminated early, or
 - ii. HILTON ACADEMY fails to provide the agreed services.
- 5.2.** 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.
- 5.3.** 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.
- 5.4.** 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:
- 5.4.1.** 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)
- 5.4.2.** Processes for claiming a refund

- 5.4.3.** 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
- 5.4.4.** A plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
- 5.4.5.** 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”.
- 5.5.** HILTON ACADEMY guarantees completion of the training and or assessment once the student has commenced study for 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 14 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 another course, HILTON ACADEMY will ask the students to sign a new Written Agreement indicating 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.
- 5.6.** 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.
- 5.7.** All international student refunds must be in accordance with ESOS legislation and the refund agreement signed by the student and maintained in their individual student file.
- 5.8.** Fees not listed in the refund section of the student's Written Agreement are not refundable.
- 5.9.** For HILTON ACADEMY default on the agreement, refunds of any *unspent tuition fees* will be made within 14 days of the default day.
- 5.10.** For a student who defaults on the agreement or withdraws from the course, any refund will be made within 20 working days of written notification of approval of the request, including the refund application form received by HILTON ACADEMY and the exception for refusal of a student visa.
- 5.11.** A written explanation as to how the refund was calculated may be emailed to the student; a copy of the refund agreement that was signed by the student may accompany student refunds.

- 5.12. The FM or a delegate will approve student refunds.
- 5.13. Details of refunds provided will be maintained in the individual student's file.

Tuition Protection Service (TPS)

- 5.14. Notify the TPS via PRISMS of additions and deletions of courses and qualifications from HILTON ACADEMY's scope of registration.
- 5.15. Notify the TPS via PRISMS of variations in fees and length of courses and qualifications.
- 5.16. Pay the annual TPS Levy when it is due.
- 5.17. If HILTON ACADEMY defaults, notify the TPS in writing via PRISMS through the Enrolment Officer, within 7 business days of the default occurring and notify students in relation to whom HILTON ACADEMY has defaulted.
- 5.18. To meet Tuition Protection Service (TPS) reporting obligations, HILTON ACADEMY only needs to report that 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.

PART A - FEES

6. Fees

- 6.1. HILTON ACADEMY accepts payment of no more than \$1,500 from each 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.
- 6.2. A learner can pay in full all fees if the student wishes to, but the student is not required to pay more than 50% of the total tuition fees upfront for the course before the student commences the course that is more than 25 weeks in duration. HILTON ACADEMY can require 100% of the total tuition fees for courses of 25 weeks or less.
- 6.3. 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.
- 6.4. Tuition fees paid in advance by student visa holders are undertaken in accordance with the ESOS legislation, the Education Services for Overseas Students Act, and the Tuition Protection Service (TPS) framework.

- 6.5. HILTON ACADEMY implements requirements for Provider Default – Part 5, Division 2, Subdivision A of the ESOS Act 2000.
- 6.6. HILTON ACADEMY implements the requirements as per the Competition and Consumer Act 2010, the Competition and Consumer Regulations 2010 relevant legislation.

7. TPS Processing Fees for International Students 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 about 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 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.

8. TPS Processing Fees for International Students in a case of a student default

- 8.1 HILTON ACADEMY implements requirements for Student Default – Part 5, Division 2, Subdivision B of the ESOS Act
- 8.2 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 following 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 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.

9. Fees for Fee-For-Service students

- 9.1.** 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.
- 9.2.** A learner can pay in full all fees if the student wishes to, but the student is not required to pay more than 50% of the total tuition fees upfront for the course before the student commences the course that is more than 25 weeks in duration. HILTON ACADEMY can require 100% of the total tuition fees for courses of 25 weeks or less.

10. Fee Payment Procedures

- 10.1** 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.
- 10.2** On the day of orientation, students can apply for a customised payment plan. Additional fees apply.
- 10.3** Fees are invoiced in advance for each study period or if applicable, as per a payment plan and receipts provided to students on payment.
- 10.4** Fees paid and refunds given are recorded in the accounting system so that each student or client's financial status is known.
- 10.5** Details of student accounts are maintained in each student's file.
- 10.6** The Tuition Protection Service (TPS) protects overseas student visa holder fees.
- 10.7** Students may need to pay for the following other fees and charges: **Other fees and charges:**

Additional Fees and Charges			
The HILTON ACADEMY has the following additional charges:			
Items	Charge	Items	Charge
Repeat of unit	\$250.00	Replacement Testamur, Replacement Official Transcript and Replacement Completion Letters	\$100.00
RPL Application Fee (per unit)	\$100.00	Replacement Statement of Attainment	\$50.00
Credit Transfer (per Application)	\$100.00	Domestic Postage of Certificates	\$15.00
Course Enrolment Application fee	\$350.00	Late payment of tuition instalment fees	\$200.00

Items	Charge	Items	Charge
Catch-up for each unit	\$250.00	Bank dishonour fee	\$95.00
Re-assessment for missing practical/s-this includes observations and simulated assessments	\$50.00	Student ID card replacement	\$20.00
3rd Submission assessment fee per task.	\$50.00	Set-up fee for customised payment plan	\$50.00
CoE extension fee	\$250.00	Academic support class (per two-hour class)	No charge
“One-on-one” mentoring (per hour)	No charge	Moderation on appeal (per assessment task per unit)	No charge

PART B – REFUNDS

11 Refunds

- 11.1** Student refund applications must be made in writing to HILTON ACADEMY using the appropriate form. The student refund application form, available from HILTON ACADEMY’s reception and website, may be used as the written application.
- 11.2** Written refund applications will also be accepted by mail or 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.
- 11.3** A refund can be received by the student or other parties authorised by the student in respect of the student identified in the written agreement through written consent by the student.
- 11.4** A \$250 Application Fee is non-refundable under all circumstances mentioned below.
- 11.5** Material and services are refundable except for withdrawals on and after the commencement date and in the event a student fails to commence any course on the agreed start date (non-commencement).

11.6 Refund Situations for International Students

Type	Refund request timeframe	Conditions for refund	Documents to supply
VISA Refusal	At any time before commencement	<p>The amount of a refund is the amount of the course fees minus the lesser of the following amounts:</p> <ul style="list-style-type: none"> (A) 5% of the amount of course fees received by the provider in respect of the student before the default day (B) \$500. <p>The course fees for a course are the sum of:</p> <ul style="list-style-type: none"> (A) The tuition fees received by the provider in respect of the student; and (B) The non-tuition fees (if any) received by the provider in respect of the student. <p>Note: <i>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 the paid tuition fee.</i></p>	Application for Withdrawal Form Refund Application Form, if applicable Proof of VISA Refusal
VISA Refusal	After the course has commenced	<ul style="list-style-type: none"> (A) Paid tuition fees that have not been spent will be refunded. (B) Non-refundable fees include: <ul style="list-style-type: none"> a. Any spent tuition fee is payable to the college. b. Material fees, and c. \$350.00 application fee. d. No more than 5 per cent or \$500 (whichever is lower) of the remainder of the tuition fee as an administrative fee. <p>Note: <i>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 the paid tuition fee.</i></p>	Application for Withdrawal Form Refund Application Form if applicable Proof of VISA Refusal
Breach of VISA conditions	At any time after the commencement of a course	<p>No refund for the spent portion of the paid tuition fee for the current course.</p> <p>The outstanding tuition fees scheduled in the Letter of Offer become due for the current course and are payable to the college.</p>	Application for Withdrawal Form Refund Application Form if applicable Relevant documents: Proof of VISA Refusal, or a valid offer letter from another registered provider or flight ticket

Type	Refund request timeframe	Conditions for refund	Documents to supply
		The material fee and the \$350.00 application fee are not refundable.	
Breach of Suspension conditions	At any time after the commencement of a course	No refund for the spent portion of the paid tuition fee for the current course. The outstanding tuition fees scheduled in the Letter of Offer become due for the current course and are payable to the college. The material fee and the \$350.00 application fee are not refundable.	Application for Withdrawal Form Refund Application Form if applicable Relevant documents: Proof of VISA Refusal, or a valid offer letter from another registered provider or flight ticket
Cancellation of enrolment by the College due to student breach	At any time after the commencement of a course	No refund for the spent portion of the paid tuition fee for the current course. The outstanding tuition fees scheduled in the Letter of Offer become due for the current course and are payable to the college. The material fee and the \$350.00 application fee are not refundable.	Application for Withdrawal Form Refund Application Form if applicable Relevant documents: Proof of VISA Refusal, or a valid offer letter from another registered provider or flight ticket
Student transferred to another registered provider and has been granted a release letter	At any time after the commencement of a course	No refund for the spent portion of the paid tuition fee for the current course. The outstanding tuition fees scheduled in the Letter of Offer become due for the current course and are payable to the college. The material fee and the \$350.00 application fee are not refundable.	Application for Withdrawal Form Refund Application Form if applicable Relevant documents: Proof of VISA Refusal, or a valid offer letter from another registered provider or flight ticket
Withdrawal, Transfer or Enrolment Cancellation (The withdrawal application is subject to the approval by the college)	Written notification is provided 28 days or more before the commencement of the course	The college will retain 10% of the total tuition fee, which is payable to the college. The remaining paid tuition fee will be refunded. The Material fee will be refunded. The \$350.00 application fee is not refundable.	Application for Withdrawal Form Refund Application Form if applicable Relevant documents: Proof of VISA Refusal, or a valid offer letter from another

Type	Refund request timeframe	Conditions for refund	Documents to supply
	Written Notification is provided less than 28 days before the commencement of the course	The portion of the tuition fees that are spent will not be refunded. The remaining portion of the paid, unspent tuition fees will be refunded. The Material fee and the \$250.00 application fee are not refundable.	registered provider or flight ticket
Withdrawal, Transfer, or Enrolment Cancellation (The withdrawal application is subject to the approval by the college)	At any time after the commencement of a course	No refund for the spent portion of the paid tuition fee for the current course. The outstanding tuition fees scheduled in the Letter of Offer become due for the current course and are payable to the college. The material fee and the \$350.00 application fee are not refundable.	Application for Withdrawal Form Refund Application Form if applicable Relevant documents: Proof of VISA Refusal, or a valid offer letter from another registered provider or flight ticket
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 the commencement of a course	The refund is calculated by considering the weeks in default. Outstanding tuition fees scheduled in the Letter of Offer that become due are payable to the college. The Material fee and the \$350.00 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 \$350.00 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 the 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 \$350.00 application fee is not refundable.	Application for Withdrawal Form Refund Application Form if applicable
Withdrawal from Recognition of Prior Learning (RPL process)	After payment of the fees	Paid RPL assessment fee as per the offer letter and \$350.00 application fee are not refundable.	Application for Withdrawal Form Refund Application Form if applicable

- 11.7** Fees not listed in this refund section are not refundable
- 11.8** 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 the student extends the course length, then any fee increases will be required to be paid for the extended component of the course as agreed with the student.

12 Refund for Fee-For-Service Students

- 12.1** Refund applications must be made in writing to HILTON ACADEMY. The student refund application form, available from HILTON ACADEMY's reception and website.
- 12.2** Written refund applications will also be accepted 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.
- 12.3** A \$250 Application Fee is non-refundable under all circumstances mentioned below.
- 12.4** Material and services are refundable except for withdrawals on and after the commencement date and in the event a student fails to commence any course on the agreed start date (non-commencement).

12.5 Refund Situations for Fee-For-Service Students

Amount Refunded	Situations
Full refund of total fees paid by student minus Administrative Fee (\$350.00)	<ul style="list-style-type: none"> ▪ Before Course Commencement
No refund for any spent portion of the tuition fees	<ul style="list-style-type: none"> ▪ After the course commencement date as per Verification of Enrolment. ▪ The student's enrolment is cancelled, including if the student is cancelled for unsatisfactory progress. ▪ The terms and conditions of the OL entered into by the student and the HILTON ACADEMY are breached, including any breach of HILTON ACADEMY policy. ▪ A student whose enrolment is either suspended or cancelled by the HILTON ACADEMY for whatsoever reason, including but not limited to misbehaviour or non-payment of fees to the HILTON ACADEMY, shall not be eligible for a refund. ▪ The unspent portion of tuition fees will be refunded.

- 12.6** Fees not listed in this refund section are not refundable.
- 12.7** 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 the student extends a course length, then any fee increases will be required to be paid for the extended component of the course.

13 Payment plan variation

- 13.1** A student can apply for a payment plan variation for a number of reasons. The application will be reviewed by the Student Experience Team who will inform the student of the outcome of the application.
- 13.1.1** A student may ask to modify their payment plan due to financial hardship. A student must:
- Complete the Change of Payment Plan Application Form explaining the reasons for the change of plan, including all information that will ensure the College can help the student during this time.
 - Submit the completed form to the Student Experience Team with all relevant supporting documents to help the Student Experience Team understand how to assist the student best.
 - The Student Experience Team will assess the request, contacting the student for further clarification if needed.
 - The student receives a new adjusted plan to meet their financial obligations towards College best.
- 13.1.2** A student who applied for a deferral will have an adjusted payment plan once the application for deferral is approved.
- 13.1.3** A student who applied for a suspension may complete a Change of Payment Plan Application Form.
- 13.1.4** Where an international student has applied for and received a suspension affecting their CoE dates, they will receive a revised payment plan to align the tuition fees with the new course duration.

12 Policy Control

Version	Date	Changes / Updates	Approved
1.0	Jan 2020	RTO Policy and Procedure of HILTON ACADEMY	CEO
2.0	Sep 2023	<p>Latest Logo</p> <p>Policy code and Name</p> <p>Reference/Added: Standards for RTOs 2015: Clause 5.3,7.3, schedule 6 ESOS Act 2000, National Code of Practice for Providers of Education and Training to Overseas Students 2018: Standard 2,3 and Tuition Protection Service requirements. National Vocational Education and Training Regulator Act 2011 Human Rights and Equal Opportunity Commission Act 1986</p> <p>Added Title and content of clause 3. Responsibility: 3.1-3.2</p> <p>Added Title and content of 4. Definition: 4.1-4.25</p> <p>Added Title Clause 5. Policy: 5.5-5.18</p> <p>Added Title 6. Fees for International Students: 6.1-6.3</p> <p>Added title 7. TPS Processing Fees for International Students if a provider default occurs</p> <p>Added Title 8. TPS Processing Fees for International Students in a case of a student default: 8.1-8.2</p> <p>Added title 9. Fees for Domestic/ Other Temporary Visa Holder students</p> <p>Added title 10. Fee Payment Procedures: 10.1-10.7</p> <p>Added title 11 Refund for International Students: 11.1-11.8</p> <p>Added title 12 Refund for Domestic/ Other Temporary Visa Holder Students: 12.1-12.7</p> <p>Added title 13 Policy Control</p>	CEO
	May 2024	Policy update	CEO
	Oct 2024	Policy update to reflect the changes in the Education Services for Overseas Students (Calculation of Refund) Instrument 2024	CEO
	Nov 2024	Policy update for clarification	CEO