

FEE PAYMENT AND REFUND PROCEDURES

When the Institute accepts an overseas learner's application for enrolment, the policy and procedures detailed here and in the Terms and Conditions of Enrolment will constitute a written agreement between Holmesglen and the overseas learner for the purposes of the Education Services for Overseas Students Act 2000 (the ESOS Act) and the National Code of Practice For Providers of Education and Training to Overseas Students 2018 (National Code 2018).

1. APPLICATION FEE

- 1.1. On application for admission to a course, an application fee of AU\$500 is payable and will be credited against the learner's tuition fee.
- 1.2. This application fee of AU\$500 is non-refundable in the case of a learner withdrawing an application after a Letter of Offer is issued.
- 1.3. If the learner's application for admission is rejected, then the AU\$500 application fee will be reimbursed in full.
- 1.4. Learners applying through the accredited agents and IDP Education offices are exempt from including the AU\$500 application fee with their application.

2. PAYMENT OF TUITION FEES

- 2.1. A study period at Holmesglen consists of no more than 24 weeks within a semester. The ESOS Act now limits the collection of prepaid tuition fees. Tuition fees for all courses including ELICOS are payable per study period. Fees payable are documented in the learner's Letter of Offer and Fee Schedule. Learners can pay full fees if they wish to, but are not required to pay more than 50% up front.
- 2.2. Tuition fees paid offshore are payable to Holmesglen Institute of TAFE by Electronic Funds Transfer, MasterCard, Visa or international bank draft (in Australian dollars, drawn from an Australian bank in Australia). Holmesglen's bank account details are:

Account Name:

Holmesglen Institute of TAFE

Bank Name:

Commonwealth Bank of Australia – Ashburton Branch

Bank Address:

205 High Street, Ashburton, Victoria, Australia

SWIFT CODE: CTBAU2S

Branch Number (BSB): 063103

Account Number: 00901243

Once payment has been lodged, learners must immediately forward the remitter's name together with a copy of the remittance advice/TT transmission notice in order for Holmesglen to track the payment.

- 2.3. Tuition fees paid onshore can be paid in cash, by bank cheque, MasterCard or Visa, or over the internet.
- 2.4. Further fees are payable for additional courses, graduation ceremonies, excursions, resitting tests and examinations, textbooks, materials and activities.
- 2.5. When learners have to repeat a subject or subjects in the same study period in which they have paid a full fee, no additional fee is payable. However, when they repeat a subject or subjects in a study period in which they have not paid a full fee, a pro rata tuition fee is payable.

- 2.6. Where a learner has a packaged offer with a partner institution, Holmesglen reserves the right to impose an upfront deposit fee which will not be refundable.
- 2.7. Learners who enrol in additional courses will be required to pay the full-time course fee applicable to that course.
- 2.8. Holmesglen reviews its tuition fees and other charges annually. Learners will be required to pay the current fee that applies from the beginning of the next study period. If the learner defers their course, they will be required to pay the fees applicable to the new commencement date. If the learner changes course the new course tuition fee will apply. Learners enrolled in programs with Holmesglen's partners will be required to pay the tuition and other fees set by the partner.

Holmesglen makes every attempt to provide an indication of the partner institutions' fees at the time of production of this study guide. However, learners should refer to the partner institutions' websites for full information. Holmesglen takes no responsibility for fee increases at partner institutions.

- 2.9. There is no reduction in fees for subject exemptions for Certificate and Diploma programs. For Bachelor's and Master's programs, fees are charged per subject.
- 2.10. The Institute does not accept liability for any fees paid to an agent or third party in relation to an application for enrolment.
- 2.11. Where the Goods and Services Tax (GST) applies to programs and services in the International Study Guide, the tax is included in the advertised fee.
- 2.12. Holmesglen is not liable for any variances when refunds are affected by fluctuations in currency exchange rates.
- 2.13. Learners are responsible for keeping a copy of receipts of payments of tuition fees or non-tuition fees.

3. REFUND PROCEDURES

All refund procedures outlined apply only to tuition fees. These procedures do not apply to additional course fees and non-tuition fees.

Claims for refunds must be made in writing using the prescribed form available from the Information Office or **by clicking here**. Refunds that are approved will be made within four weeks after receipt of a written claim. If a learner withdraws their application once tuition fees are paid, the following will apply:

- 3.1. If notice of withdrawal is received by Holmesglen in writing more than four weeks prior to commencement of an ELICOS course, a 75% refund of tuition fees paid for the study period will be made to learners. No refund of the ELICOS tuition fee will be made to learners withdrawing from the course less than four weeks prior to commencement or after the commencement of the course.
- 3.2. If notice of withdrawal is received by Holmesglen in writing more than four weeks prior to commencement of a course study period, a 50% refund will be made to learners who have paid tuition fees for a forthcoming study period.
- 3.3. If notice of withdrawal is received by Holmesglen in writing less than four weeks prior to commencement or after commencement of the course study period, no refund of the tuition fee will be made.

- 3.4. Where a learner has been granted a deferral or suspension to their enrolment after the commencement of a study period, a pro rata transfer of the remainder of the study period tuition will be granted. The fee transferred will be held towards tuition for the study period the learner is returning to and the learner will be required to pay any balance prior to resuming their studies.

If the learner does not return to their studies see 3.5. No refund will be granted if the learner decides not to recommence studies except in compelling or compassionate circumstances.

- 3.5. Where a learner has been granted a deferral in their course, tuition fees paid will be transferred to the subsequent study period. Where the learner does not take up his/her place in the subsequent study period, a refund will only be payable if the student visa is not granted. Where a learner has been granted a release letter, claims for refunds will be processed according to Refund Procedures 3.1, 3.2 and 3.3.

- 3.6. Where a learner has been accepted into a course subject to attaining a required level of English language proficiency and the learner does not attain that level of proficiency, the learner will be requested to continue with English language training for a prescribed further period. Where the learner does not wish to take up this option, they will be entitled to a 75% refund of the tuition fees paid towards a subsequent study period.

- 3.7. Where a learner has been granted a deferral in their course due to a delay in their student visa grant, tuition fees paid will be transferred to the subsequent study period. Where the learner does not take up his/her place in the subsequent study period, a refund will only be payable if the student visa is not granted.

- 3.8. Where a learner has had to withdraw because of student visa refusal offshore or onshore (prior to commencement of a study period), a full refund of all tuition fees will be paid – less a AU\$250 administrative fee. Where a student visa is refused in Australia for a course the learner is currently enrolled in, a refund will be granted on a pro rata basis.

- 3.9. Where a learner does not lodge the student visa application after receiving eCoEs, refunds will be processed as per procedures outlined in items 3.1, 3.2 and 3.3.

- 3.10. Where a learner's enrolment is cancelled because of misbehaviour or breaching of student visa conditions, a pro rata refund of tuition fees will be made from the date of enrolment cancellation.

- 3.11. Tuition fees will not be transferred to other educational institutions except in exceptional circumstances authorised by the Associate Director, International Student Programs.

- 3.12. No refund or transfer will be made to third parties.

- 3.13. Overseas learners who attain permanent residency status will be refunded as per procedures outlined in Items 3.1, 3.2, and 3.3.

- 3.14. Learners who are enrolled in the Charles Sturt University degrees at Holmesglen will be subject to the Charles Sturt University Refund Procedures. These are available on the Charles Sturt University website at **csu.edu.au**.

A copy of the Charles Sturt University Refund Procedures will be made available to learners at the time of enrolment in their degree program.

- 3.15. These regulations may be waived by the Board of Holmesglen Institute of TAFE in exceptional circumstances at its absolute discretion. The decision of the Board is final.
- 3.16. These procedures do not remove the right of an overseas learner to take further action under Australia's consumer protection laws.

4. REFUNDS – ACCOMMODATION

- 4.1. Where a learner has made a payment towards Institute Accommodation, a full refund will be granted if a learner has their student visa refused.
- 4.2. Where a learner has made a payment towards Institute Accommodation, and in circumstances other than when a learner has had their student visa refused:
- A full refund is available to learners in the event that accommodation is at capacity
 - A 90% refund will be made to learners withdrawing up to four weeks prior to the commencement of their course
 - A 75% refund will be made to learners withdrawing less than four weeks prior to the commencement of their course
 - No refund will be made to learners who withdraw after the commencement of their course.

5. EDUCATIONAL PACKAGE

- 5.1. Holmesglen: When applicants are required to complete a prerequisite course at Holmesglen as a condition of entry into a higher level principal course of study at Holmesglen, they will be offered an education package comprising of the prerequisite course and the principal course of study. An example is a learner required to satisfactorily complete an English Language Program and attain a stated level of English language proficiency, as a condition of entry into a principal course of study. In these circumstances the refund procedures described under item 3.6 (Refund Procedures) will apply.
- 5.2. Holmesglen/Partner University bachelor degrees: When applicants are required to complete a prerequisite course as a condition of entry into a higher level principal course of study at Holmesglen, they will be offered an educational package comprising the prerequisite course and the principal course of study. An example is a learner required to complete a diploma course as a condition of entry into a degree course at Holmesglen. In these circumstances an additional deposit fee is payable for acceptance into the principal course of study at Holmesglen. This deposit will be credited towards the applicant's tuition fee on commencement of the degree course at Holmesglen. In circumstances where the learner chooses not to proceed with their degree course, the degree deposit is non-refundable.
- 5.3. Other Institutions: When applicants are required to complete a prerequisite course at another institute as a condition of entry into a higher level principal course of study at Holmesglen, they will be offered an educational package comprising the prerequisite course and the principal course of study. An example is a learner required to complete a diploma course at another institute as a condition of entry into a degree course at Holmesglen. In these circumstances a deposit fee is payable for acceptance into the principal course of study at Holmesglen. This fee will be credited towards the applicant's tuition fee on commencement of the degree course at Holmesglen. The deposit fee is non-refundable in any circumstances. Where subsequent Letters of Offer and eCoEs are required to be issued post arrival in Australia, Holmesglen will levy a fee of AU\$500. This fee is also non-refundable.

6. ADDITIONAL SUBJECTS

- 6.1. Learners who have paid a full fee in the current study period may take additional or repeat subjects in the same course at no additional cost with the exception of bachelor's and master's degree studies where fees are charged per subject.
- 6.2. For learners who have not paid a full fee in the current study period a pro rata fee will be charged for additional subjects.
- 6.3. Learners will only be allowed to enrol in off-campus subjects they have failed in a previous study period and provided that they are enrolled in a full-time course.

7. PROVIDER DEFAULT – TUITION FEE PROTECTION SERVICE

The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist overseas learners whose education providers are unable to fully deliver their course of study for which tuition fees are paid.

In accordance with the Tuition Protection Service requirements, Holmesglen Institute ensures that, if Holmesglen Institute is unable to provide services for which you have prepaid the tuition fees, you will have the option to:

- Complete your studies in another course or with another education provider or
- Receive a refund of your unspent tuition fees in excess of a total of \$1500.
- The Tuition Protection Service will assist you in finding an alternative course or to get a refund if a suitable alternative is not found.
- For more information on the Tuition Protection Service for overseas learners, refer to the information accessible on the Australian Government website: tps.gov.au

8. LEARNER RIGHTS

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 learner to take action under the Australian Consumer Law if the Australian Consumer Law applies.