



**HALLMARK  
INSTITUTE**

**INTERNATIONAL STUDENT FEES AND  
REFUND**

**POLICY AND PROCEDURES**

Document ID	International Student Fees and Refund Policy and Procedures
Related Documents	<ul style="list-style-type: none"> <li>- Student Code of Conduct;</li> <li>- Course Progress and Intervention Policy and Procedures;</li> <li>- Student Complaints and Appeals Policy and Procedures;</li> <li>- Privacy and Data Protection Policy and Procedures;</li> <li>- Access and Equity Policy and Procedures;</li> </ul>
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# **INTERNATIONAL STUDENT FEES AND REFUND POLICY AND PROCEDURES**

## **I Purpose**

- 1.1** Hallmark Institute ('the Institute') will charge a range of fees for courses the Institute has on its scope of registration. Fee information is provided to students before enrolment, and it is also available on the Institute website (<https://demo.hallmarkinstitute.com.au/>).
- 1.2** The policy and procedures ensure compliance with:
  - a) The relevant standards of National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 ('the National Code 2018');
  - b) The relevant standards of the Standards for Registered Training Organisations (RTOs) 2015.

## **2 Scope**

This policy and its related procedures apply to:

- 2.1** All enrolled students of the Institute;
- 2.2** Students previously enrolled, not currently enrolled and students on leave or on suspension where the relevant fee liability was incurred while they were enrolled or is directly related to their enrolment;
- 2.3** It should be noted that the procedures set out in this document do not replace or modify procedures or any other responsibilities which may arise under other policies or under statute or any other law;
- 2.4** This document should be read in conjunction with other related policies.

## **3 Policy Statement**

- 3.1** The Institute is committed to ensuring that all students are treated fairly and are informed of their formal relationship with the Institute;
- 3.2** The Institute's Management and staff will provide timely and accurate information on the course related fee requirements to enrolling and enrolled students;
- 3.3** The tuition fees detailed relate to 2018 only and are subject to annual review;
- 3.4** Tuition fees do not include costs such as Overseas Student Health Cover (OSHC), or incidental and other costs that may be required as part of your enrolment.
- 3.5** All tuition and other fees are paid in Australian dollars (\$AUD).

## **4 General Principles of International Student Fees and Refund**

- 4.1** Written agreements between the Institute and students set out the services to be provided, fees payable and information in relation to refunds of tuition fees;
- 4.2** The Institute provides an itemised list of tuition fees payable by the student and information in relation to refunds of tuition fees in the Letter of Offer and Acceptance Agreement;
- 4.3** The Institute include in the written agreement the following information in relation to refunds of tuition fees in the case of student and provider default:
  - a) Amounts that may or may not be repaid to the student (including any tuition fees collected by International Education Agents on behalf of the registered provider);
  - b) Processes for claiming a refund;
  - c) A plain English explanation of what happens in the event of a course not being delivered; and
  - d) A statement that “This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws”.
- 4.4** The Institute guarantees to complete the training and/or assessment once the student has commenced study in their chosen qualification or course.
- 4.5** Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS requirements and the Tuition Protection Service Framework.

## **5 Policy**

### **5.1 Designated Initial and Pre-Paid Fees Account**

- a) The Institute maintains an account:
  - I. With an Australian ADI;
  - II. Designated as the initial pre-paid fees account;
  - III. To deposit any tuition fees received from an international student before the student has begun the course within 5 business days of receiving the funds;
  - IV. Ensuring at all times sufficient amount are available in the account to repay all tuition fees of non-commenced students;
  - V. That is not available for the payment of other debts.

### **5.2 Fees**

- a) Fees may include tuition fees, non-refundable enrolment fees, materials fees, books fees, and any other charges such as re-issuance of qualification certificates/statements of attainment;
- b) Tuition fees are fees directly related to provision of a course;
- c) Tuition fees do not include the Overseas Student Health Cover (OSHC), enrolment fee, books and/or other materials required to undertake the program or compulsory activities where relevant (such as fieldwork or excursions);
- d) All relevant fees are clearly mentioned in the Student Enrolment Application Form, Letter of Offer and Acceptance Agreement;
- e) Prior to a student enrolling, fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course;

- f) If a course length is extended by the student, then any fee increases will be required to be paid for the extended portion of the course.

### 5.3 Refunds

- a) A \$250 Enrolment Fee is non-refundable under all circumstances mentioned below.
- b) In the event the Institute is unable to start a course on an agreed start date, the student will be refunded full pre-paid tuition fees and pre-paid material fees less \$250 Enrolment Fee for the current and subsequent courses;
- c) In the event the course is cancelled by the Institute during a study period, the student will be refunded for all pre-paid tuition fees the student hasn't utilised less \$250 Enrolment Fee;
- d) In the event the student's visa is refused, resulting in the student not commencing the course, and provided that the student notifies the Institute no less than 7 days prior to the scheduled course commencement date, the full pre-paid tuition fees and pre-paid material fees less \$250 Enrolment Fee for initial and subsequent courses will be refunded;
- e) In the event the student fails to commence a course on the agreed start date (non-commencement), and the student subsequently provides a notice of withdrawal from the course, there will be no refund for that course with total tuition fees and material fees being payable to the Institute. Any pre-paid tuition fees for subsequent courses are refunded in full. Any pre-paid material fees for subsequent courses are fully refundable. If the student has payment obligations to the Institute, the Institute will be able to make payment adjustments from the student's pre-paid tuition fees for subsequent courses, and the balance will be refunded.
- f) In the event of deferment due to compelling circumstances beyond the student's control, fees will not be refundable; however, fees may be carried forward, at the principal's discretion, after carefully assessing the circumstances of each case on its own merits.
- g) If the student withdraws from a course more than 10 weeks prior to commencement date, full pre-paid tuition fees for the course are refunded less the \$250 Enrolment Fee. Any pre-paid material fees will be fully refunded. If the student has payment obligations to the Institute, the Institute will be able to make payment adjustments from the student's pre-paid tuition fees for subsequent courses, and the balance will be refunded.
- h) In the event the student withdraws from a course between 4 and 10 weeks prior to commencement date, 30% of the total tuition fees for that course are non-refundable and are payable to Hallmark Institute. If the student has payment obligations to the Institute, the Institute will be able to make payment adjustments from the student's pre-paid tuition fees for subsequent courses, and the balance will be refunded.
- i) In the event the student withdraws from a course less than 4 weeks prior to commencement, 50% of the total tuition fees for that course is non-refundable and are payable to Hallmark Institute. If the student has payment obligations to the Institute, the Institute will be able to make payment adjustments from the student's pre-paid tuition fees for subsequent courses, the balance will be refunded.
- j) In the event the student withdraws from a course on or after commencement date, total tuition fee is non-refundable and are payable to Hallmark Institute.
- k) In the event the student has payment obligations to the Institute, the Institute will be able to make payment adjustments from the student's pre-paid tuition fees for subsequent courses, and the balance will be refunded.
- l) In the event the student's enrolment is cancelled by the Institute for misconduct, Unsatisfactory Academic Progress or Unsatisfactory Attendance, all unpaid tuition fee is non-refundable and is payable to Hallmark Institute and there will be no refund of any pre-paid tuition fees for the current and subsequent courses.
- m) In the event the student is granted Temporary Resident/Permanent Resident Visa during a study period and student wishes to withdraw from the course, the total of all unpaid tuition fees is

- payable to the Institute and is non-refundable, and there will be no refund of any other pre-paid fees related to the course in which the student was enrolled.
- n) In the event the student's Visa is cancelled during a study period, the total of all unpaid tuition fees is payable to the Institute and is non-refundable, and there will be no refund of any other pre-paid fees related to the course in which the student was enrolled, and there will be no refund for any pre-paid fees for subsequent courses.
  - o) In the event the student's Visa is cancelled before commencement of the course; the student will be entitled for full refund of pre-paid tuition fees and pre-paid material fees less \$250 Enrolment Fee for the initial and any subsequent courses.
  - p) In the event where the Institute cancels its offer based on fraudulent documents and/ or misleading information provided by the student, the total of any unpaid tuition fees is payable to the Institute and non-refundable. There will be no refund of pre-paid tuition fees for the initial and subsequent courses.
  - q) In the event students have payment obligations to the Institute, the Institute will be able to make payment adjustments from students' pre-paid tuition fees for subsequent courses, the balance will be refunded.
  - r) The Institute reserves the right to amend these terms and conditions at any time to ensure compliance with applicable State and Federal laws and/or to amend the non-refundable Enrolment Fee.
  - s) Please refer to Schedule A for Fee Refund Scenarios.

#### **5.4 Tuition Protection Service (TPS) Framework**

- a) Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS requirements and the Tuition Protection Service Framework.
- b) In the unlikely event that the Institute is unable to deliver the student's course in full, the student will be offered a refund of pre-paid tuition fee the student has not utilised less the \$250 Enrolment Fee. The refund will be paid to the student within 14 days of the day on which the course ceased being provided. Alternatively, the student may be offered enrolment in an alternative course by the Institute at no extra cost to the student. The student has the right to choose whether the student would prefer a refund of pre- paid tuition fee that has not been utilised, or to accept a place in another course at the Institute. If the student chooses placement in another course at the Institute, the student will be required to acknowledge acceptance by signing course change documentation. If the Institute is unable to provide a refund or place the student in an alternative course, the Tuition Protection Service will assist the student in finding an alternative course or getting a refund of the student's unspent tuition fees if a suitable alternative is not found.
- c) The Institute implements requirements for Provider Default - Part 5, Division 1, Subdivision A of the ESOS Act.
- d) The Institute implements requirements for Student Default - Part 5, Division 2, Subdivision B of the ESOS Act.

## **6 Procedure**

### **6.1 Fee Payment**

- a) Before getting their Confirmation of Enrolment, a student must pay relevant fees stated in their Letter of Offer and Acceptance Agreement to the Institute that will be deposited in the designated pre-paid fees account.

- b) Fees are invoiced in advance for each study period or if applicable, as per a payment plan and receipts provided to students on payment.
- c) Fees paid and refunds given are recorded in the accounting system so that each student or client's financial status is known.
- d) Details of student accounts are maintained in each student's electronic file.
- e) Overseas Student Visa holder fees are protected by the Tuition Protection Service.
- f) Students need to pay for other fees and charges for Airport Pick-up, Repeat Unit Fee, Re-assessment Fee, Charge for Lost Student ID Card, Charge for Lost Certificate (Qualification Certificate and Record of Results/ Statement of Attainment).
- g) Other fees and charges:

ITEM	FEE
<b>Unit Re-assessment - Per Unit of Competency</b>	<b>\$50.00</b>
<b>RPL – Per Unit of Competency</b>	<b>\$350.00</b>
<b>Replacement Certificate / Statement of Attainment</b>	<b>\$50.00</b>
<b>Re-issue Enrolment Offer after Expiry Date</b>	<b>\$250.00</b>
<b>Change of Enrolment / CoE (per CoE)</b>	<b>\$250.00</b>
<b>Replacement Student ID Card</b>	<b>\$30.00</b>
<b>Exceeding 100 pages printing quota – Per additional 50 pages</b>	<b>\$5.00</b>
<b>Debit Card Transaction Fee</b>	<b>\$0.88</b>
<b>Credit Card payment surcharge</b>	<b>2.2%</b>

## 6.2 Refunds

- a) All refund requests for visa refusal must be made in writing by emailing a completed Refund Application Form to [admin@hallmarkinstitute.edu.au](mailto:admin@hallmarkinstitute.edu.au). The Refund Application Form is available at the Institute as well as for download from the Institute website.
- b) The student must attach any evidence or documentation relevant to the refund application.
- c) All approved claims for refund are paid within 4 weeks of receiving the written claim to the student or a person authorised by the student.
- d) In the event the Institute defaults on the agreement, refunds will be made within 14 days of the default date.
- e) In the event a student defaults on the agreement or withdrawal from the course, refunds will be made within 4 weeks of written notification being received by the Institute.
- f) It is the students' responsibility to apply for a refund if applicable.
- g) An Accounts Officer processes refunds and the Institute Director must approve student refunds.
- h) If a student is dissatisfied with the Institute's decision in relation to their refund request the student may lodge an appeal under the Student Complaints and Appeals Policy and Procedures.
- i) Details of refunds provided are maintained in electronic individual student file and refund register.

## 6.3 Tuition Protection Service (TPS) Framework

- a) The Student Support Manager will notify the Tuition Protection Service of additions and deletions of courses and qualifications from the Institute's scope of registration;
- b) The Student Support Manager will notify the Tuition Protection Service of variations in fees and length of courses and qualifications;
- c) The Institute pays the annual TPS Levy when it is due;

- d) In the unlikely event the Institute defaults, the Student Support Manager notifies the TPS in writing within 3 business days of the default occurring and notify the students affected the Institute defaulting;
- e) In the event the student defaults, the Student Support Manager is to notify the TPS in writing of the default within 5 business days of the default occurring via PRISMS.
- f) The student default is confirmed after any internal or external complaints and appeals processes are completed.

#### **6.4 Tuition Protection Service (TPS) Implementation:**

- a) The Institute implements requirements for Provider Default – Part 5, Division 1, Subdivision A of the ESOS Act;
- b) The following steps outline the TPS process if a provider default occurs:

##### **I. Step 1 – Provider default occurs**

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

- 1. the Institute fails to start providing the course to the student at the location on the agreed starting day; or
- 2. 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.

##### **II. Step 2 – Notifying the Secretary and TPS Director and Students**

The Institute must notify the Secretary and TPS Director of the default within 3 business days of the default occurring through the Student Support Manager. The Institute must also notify any affected students.

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

##### **III. Step 3 – Provider obligation period**

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

##### **IV. Step 4 – Notification of the outcome- discharge of obligations**

The Institute has 7 days after the end of its obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of its obligations. This notice must comply with the requirements of section 46F.

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

- c) The Institute implements requirements for Student Default – Part 5, Division 2, Subdivision B of the ESOS Act;
- d) The Institute must enter into a written agreement with each overseas student or intending overseas student that:

- I. Sets out the refund requirements that apply if the student defaults; and
- II. Meets any requirements set out in the National Code.

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

I. Step 1 – Student default occurs

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

1. 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
2. The student withdraws from the course at the location (either before or after the agreed starting day); or
3. The Institute refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
  - 3.1 The student failed to pay an amount payable to the provider for the course;
  - 3.2 The student breached a condition of his/her student visa;
  - 3.3 Misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A (3) of the ESOS Act).

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.

II. Step 2 – Notifying the Secretary and the TPS Director

The Institute must notify the Secretary and the TPS Director of the default within 5 business days of the default occurring through the Student Support Manager. The notice must be in writing and comply with the requirements of section 47C of the ESOS Act.

III. Step 3 – Provider obligation period

1. If a student or intending student defaults, the Institute 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.
2. The Institute 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.

IV. Step 4 – Notification of the outcome – discharge of obligations

The Institute has 7 days after the end of the obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of its obligations.

This notice must comply with the requirements of section 47H of the ESOS Act.

## **6.5 Forfeiting Fees**

- a) The Institute will hold credit amounts in the student account for up to 24 months from the course commencement date for students who defer their offers or do not commence.
- b) Funds in credit are allocated to future fees and charges unless a request for a refund or transfer of the credit balance is approved.
- c) Any unused credit held in the student account after 24 months will be forfeited by the student and retained by the Institute.

## **6.6 General**

- a) The student agreement, and the availability of the complaints and appeals policy, does not remove the right of the student to take action under Australia's Consumer Protection Law.
- b) Students who breach the Institute Code of Conduct may be excluded from the course. The Institute will review each case on its individual merits when deciding whether to pay a refund in such circumstances.
- c) Financial data will be recorded and stored in compliance with Standard Accounting Practice.

## **7 Confidentiality**

**7.1** All information relating to International Student Fees and Refunds will be treated as confidential and in accordance with the Institute's Privacy and Data Protection Policy and Procedures.

**7.2** The Institute will maintain confidentiality to ensure that:

- a) No information will be released without the agreement of the individual or group involved.

## **8 Appeals**

**8.1** If the student is not satisfied with any decision relating to the International Student Fees and Refund Policy and Procedures, the student has the right to appeal the decision.

**8.2** An appeal must be lodged in writing to the Student Support Manager within 20 working days from the date of the decision was taken.

**8.3** The appeal should include the following details:

- a) the student's full name (family/surname and first name), and contact details,
- b) the nature of the decision or matter being appealed,
- c) the basis for the appeal,
- d) details of the specific outcome sought by the student, and
- e) copies of all relevant documents.

## **9 Further Information and Assistance**

- 9.1** Students should seek clarification on any aspects of this Policy and its related Procedures prior to accepting an offer of admission made by the Institute.
- 9.2** Student assistance is available by contacting Institute Reception or Student Support.
- 9.3** Students may make an appointment with the Student Support Manager for assistance with their request relating to this Policy and its related Procedures.
- 9.4** Contact details for the Institute are outlined as follows:

Phone: +61 2 9066 6903

Address: Suite 603, Level 6  
2 Meredith Street,  
BANKSTOWN NSW 2200

Email: [admin@hallmarkinstitute.edu.au](mailto:admin@hallmarkinstitute.edu.au)

NOTE: For definitions and explanation of the terms used in this policy and procedures, please refer to the document titled '*Glossary of Terms.*'

## 10 Schedule A – Refund Conditions

Condition	Hallmark Institute Policy
<b>Hallmark Institute is unable to start a course on an agreed start date</b>	<ul style="list-style-type: none"> <li>Student is refunded: <ul style="list-style-type: none"> <li>- Full pre-paid tuition fees</li> <li>- Full pre-paid materials fees</li> </ul> </li> <li>\$250.00 Enrolment fee is non-refundable</li> </ul>
<b>Course is cancelled by Hallmark Institute during a study period.</b>	<ul style="list-style-type: none"> <li>The student will be refunded for all pre-paid tuition fees the student has not utilised.</li> <li>\$250.00 Enrolment fee is non-refundable</li> </ul>
<b>Student Visa is refused prior to course commencement</b>	<ul style="list-style-type: none"> <li>Provided the student notifies the Institute no less than 7 days prior to the scheduled course start date, the student will be refunded: <ul style="list-style-type: none"> <li>- Full pre-paid tuition fees</li> <li>- Full pre-paid materials fees</li> </ul> </li> <li>\$250.00 Enrolment fee is non-refundable</li> </ul>
<b>Student fails to commence a course, and subsequently provides a notice of withdrawal.</b>	<ul style="list-style-type: none"> <li>\$250.00 Enrolment fee is non-refundable</li> <li>All pre-paid tuition fees are non-refundable</li> <li>All pre-paid materials fees are non-refundable</li> <li>All tuition and materials fees will be payable to the Institute</li> <li>\$250.00 Enrolment fee for subsequent courses are non-refundable</li> <li>Pre-paid tuition fees for subsequent courses are refundable</li> <li>All pre-paid materials fees for subsequent courses are fully refundable</li> </ul>
<b>Student defers due to compelling circumstances beyond the student's control.</b>	<ul style="list-style-type: none"> <li>\$250.00 Enrolment fee is non-refundable</li> <li>All pre-paid tuition fees are non-refundable</li> <li>All pre-paid materials fees are non-refundable</li> <li>Fees may be carried forward at the Principal's discretion.</li> </ul>
<b>Student withdraws from a course more than 10 weeks prior to course scheduled start date.</b>	<ul style="list-style-type: none"> <li>Student is refunded: <ul style="list-style-type: none"> <li>- All pre-paid tuition fees</li> <li>- Full pre-paid materials fees</li> </ul> </li> <li>\$250.00 Enrolment fee is non-refundable.</li> </ul>
<b>Student withdraws from a course between 4 and 10 weeks prior to course scheduled start date.</b>	<ul style="list-style-type: none"> <li>Student is refunded: <ul style="list-style-type: none"> <li>- Full pre-paid materials fees</li> </ul> </li> <li>30% of total tuition fees are non-refundable and are payable to Hallmark Institute.</li> <li>\$250.00 Enrolment fee is non-refundable.</li> </ul>
<b>Student withdraws from a course less than 4 weeks prior to course scheduled start date.</b>	<ul style="list-style-type: none"> <li>Student is refunded: <ul style="list-style-type: none"> <li>- Full pre-paid materials fees</li> </ul> </li> <li>50% of total tuition fees are non-refundable and are payable to Hallmark Institute.</li> <li>\$250.00 Enrolment fee is non-refundable.</li> </ul>
<b>Student withdraws from a course on or after course commencement date.</b>	<ul style="list-style-type: none"> <li>Total tuition fees are non-refundable and are payable to Hallmark Institute.</li> <li>\$250.00 Enrolment fee is non-refundable.</li> </ul>

<b>The student's enrolment is cancelled by the Institute for misconduct, Unsatisfactory Academic Progress or Unsatisfactory Attendance.</b>	<ul style="list-style-type: none"> <li>• All unpaid tuition fee is non-refundable and is payable to Hallmark Institute.</li> <li>• There will be no refund of any pre-paid fees for the current and subsequent courses.</li> <li>• \$250.00 Enrolment fee is non-refundable.</li> </ul>
<b>Student is granted Temporary Resident/Permanent Resident Visa during a study period and student wishes to withdraw from the course.</b>	<ul style="list-style-type: none"> <li>• All unpaid tuition fee is non-refundable and is payable to Hallmark Institute.</li> <li>• There will be no refund of any pre-paid fees for the current and subsequent courses.</li> <li>• \$250.00 Enrolment fee is non-refundable.</li> </ul>
<b>Student Visa is cancelled during a study period</b>	<ul style="list-style-type: none"> <li>• All unpaid tuition fee is non-refundable and is payable to Hallmark Institute.</li> <li>• There will be no refund of any pre-paid fees for the current and subsequent courses.</li> <li>• \$250.00 Enrolment fee is non-refundable.</li> </ul>
<b>Student Visa is cancelled before commencement of a course.</b>	<ul style="list-style-type: none"> <li>• Student is refunded: <ul style="list-style-type: none"> <li>- Full pre-paid tuition fees</li> <li>- Full pre-paid materials fees</li> </ul> </li> <li>• \$250.00 Enrolment fee is non-refundable</li> </ul>
<b>The Institute cancels its offer based on fraudulent documents and/ or misleading information provided by the student</b>	<ul style="list-style-type: none"> <li>• All unpaid tuition fee is non-refundable and is payable to Hallmark Institute for the current and subsequent courses.</li> <li>• There will be no refund of any pre-paid fees for the current and subsequent courses.</li> <li>• \$250.00 Enrolment fee is non-refundable.</li> </ul>
<b>Note: \$250.00 Enrolment Fee is non-refundable under any circumstance listed above.</b>	