

## Refund Policy and Procedures – Fee-Paying Students

### 1. Scope

This Policy is applicable to prospective, new and continuing students who are enrolled, or have applied to enrol with Holmes Institute (Holmes) and who pay the upfront fee for their programs and who are not eligible for FEE-HELP (refer to Holmes' FEE-HELP Application Policy). The Policy also applies to Holmes' staff who are involved in assessing and processing refunds.

### 2. Purpose

- 2.1. This Policy is in place to ensure that Holmes
  - a) Has clear, fair and equitable processes for tuition fee refunds to students who withdraw from a course or unit of study, or due to provider default; and
  - b) Refunds tuition and non-tuition fees in accordance with Holmes' Refund Policy, ESOS Act 2000 and the National Code 2018.
- 2.2. This Policy provides prospective and enrolled students with clear and transparent information about refunds.

### 3. Definitions

- 3.1. **Deferral:** A postponement of the commencement of study for an agreed and approved period of time whereby a student's place in that course of study is held for them.
- 3.2. **Suspension:** The temporary postponement of enrolment during a course.
- 3.3. **Tuition fee:** The fee set by Holmes to be paid by a fee paying student.
- 3.4. **Withdrawal:** The cancellation of enrolment for a course or unit of study initiated by a student.
- 3.5. **Third Party Service Providers:** Third Party Service Provider means a third party that provides services on behalf of Holmes to Holmes students and/or staff under a written agreement.

### 4. Policy Principles

- 4.1. It is Holmes' responsibility to provide accurate and accessible information to all students regarding the refund of fees. Holmes will also ensure that there are fair and equitable processes for the issuing of tuition fee refunds to students in accordance with the relevant legislation and this Policy.
- 4.2. It is the responsibility of a Holmes' student to ensure that all information provided for enrolment and fee collection, including personal information, is accurate and kept up to date. Each student acknowledges and agrees to the relevant terms and conditions regarding tuition fees when signing the Offer and Acceptance Agreement, including paying all fees by the specified due date.
- 4.3. Any students suspended from Holmes due to misconduct, fraudulent documentation or breaching of visa conditions shall not be eligible for a refund.
- 4.4. Student refund requests must be in writing, addressed to [refunds@holmes.edu.au](mailto:refunds@holmes.edu.au) and include evidence supporting the request.
- 4.5. A student may request a refund when applying to defer, suspend or cancel a course. The student should ensure the Refund Request box is ticked in the Student Request to Defer/Suspend/Cancel a Course Form (refer to Holmes' Student Deferral, Suspension and Cancellation Policy). The Form is available on Blackboard and with Student Services of each campus.

- 4.6. Holmes will respond to all requests within 28 days of receipt of request. If a refund is approved all refunds will be paid within 14 days of the approval.
- 4.7. If Holmes Institute is unable to commence, continue or complete the delivery of a course, unused tuition fees will be refunded within 14 days (refer to Holmes' Tuition Protection Policy and Procedure).
- 4.8. All refunds will be paid to the person with whom Holmes has a contract unless written authority is received by Holmes to pay another party. In the case of students who have paid fees via an education agent, refunds will be paid to the agent's account unless the student authorises otherwise.
- 4.9. For international students with Holmes packaged offers, the second and subsequent Confirmations of Enrolment (CoEs) will incur a \$1500 non-refundable deposit. Where a student has a packaged offer with a partner institution, and the Holmes course is the principal course, Holmes reserves the right to impose a non-refundable deposit prior to the issue of a CoE. The deposit amounts relating to a packaged offer will be refunded in the case of student visa refusal.
- 4.10 Holmes reserves the right to execute discretion and vary the terms of this Refund Policy where students can provide evidence of compassionate and compelling circumstances.

## 5. Refund Schedule

The Schedule below lists the tuition and non-tuition fees that may or may not be refunded to the student (including any tuition and non-tuition fees that may have been collected by the student's education agent on behalf of Holmes). Overpayment or tuition fees paid for subsequent study periods will be held in credit and refunded only in accordance with the refund schedule below.

### ***Withdrawal***

- 5.1 If an enrolment is cancelled more than 28 days prior to commencement of the course there will be a cancellation fee equivalent to 25% of tuition fees paid. For a refund to be considered a complete application must be received more than 28 days prior to commencement. Application must include a Student Request to Defer/Suspend/Cancel a Course Form and supporting documents.
- 5.2 If an enrolment is cancelled within 28 days of commencement of the course, or the student does not commence on the agreed date, or withdraws from the course once it has commenced there will be no refund.
- 5.3 Students who withdraw according to 5.2 above will remain liable for any unpaid fees. In addition to the deposit paid at application, semester fees become due and payable.

### ***Deferral***

- 5.4 Where a student has been granted a deferral prior to commencement of a course or trimester, tuition paid will be transferred to the subsequent study period.
- 5.4 Where the student 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.

### ***Suspension***

- 5.5 If a course suspension is approved before the census day for that trimester, all fees paid for that trimester will be held in credit.
- 5.6 If the student has enrolled in units of study and the course suspension is approved after census date the unused portion of tuition fees paid will be held in credit. Amount to be held in credit will be calculated from the date a complete suspension request is received by Holmes. Suspension

request must include a Student Request to Defer/Suspend/Cancel a Course Form and supporting documents.

- 5.7 Students who are granted a course suspension after census date may be required to make an additional payment in order to have in credit the necessary deposit for the upcoming semester.
- 5.8 Where the student does not take up their place in the subsequent study period, a refund will only be payable if the student visa is not granted.

### ***Visa Rejection***

- 5.9 If a student visa application is rejected all course fees paid will be refunded except for an Administration Fee of up to 5% of course fees paid or \$500 whichever is less. Course fees paid include tuition and non-tuition fees excluding payments made to Third Party Service Providers. See 6.0 below.
- 5.10 Where a student visa is refused in Australia making the student ineligible to continue a course they are currently studying, a refund of unused tuition will be granted. Refund will be calculated from the date a complete refund request is received by Holmes.
- 5.11 If a student visa application is refused by the Australian government, Holmes will refund any deposit incurred on a packaged offer. (See 4.9 above).
- 5.12 Third Party Service Provider Fees are subject to the Service Provider's refund policy. (See 6.1 – 6.9 below)

### ***Provider Default***

- 5.13 Provider default is covered by the provisions of the ESOS Act 2000 and the ESOS Regulations 2001.
- 5.14 In the unlikely event that Holmes is unable to deliver a course in full, the student will be offered a refund of any unused course fees that the student has paid to date.
- 5.15 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 at no extra cost to the student.
- 5.16 The student has the right to choose whether he/she would prefer a full refund of unused course fees, or to accept a place in another course. If the student chooses placement in another course, Holmes will ask the student to sign a document to indicate that the student accepts the placement.
- 5.17 If Holmes is unable to provide a refund or place the student in an alternative course the Tuition Protection Service (TPS) will place the student in a suitable alternative course at no extra cost to the student, or, if this is not possible, the student will be eligible for a refund as calculated by the TPS Director.

## 6. Third Party Service Providers

Holmes is obliged to abide by the refund conditions of its Third Party Service Providers.

### **Homestay**

- 6.1 A minimum booking of 4 weeks for all homestay placements is required.
- 6.2 Pre-Arrival Cancellation: If a student wishes to cancel their homestay, a minimum of 3 weeks' notice is required. The Accommodation Placement Fee is non-refundable.
- 6.3 Post-Arrival Cancellation where 4 weeks' homestay has been booked. Once a homestay has commenced a three (3) week notice period is required in writing. The notice period must be provided before the end of the first week of homestay. After the completion of the notice period a refund of the balance of the homestay will be provided. The Accommodation Placement Fee is non-refundable.
- 6.4 Post-Arrival Cancellation where more than 4 weeks' homestay has been booked:  
Once a homestay has commenced and following the initial 4 week placement, a three (3) week notice period is required in writing (the notice period can be provided after the first 2 weeks of homestay). After the completion of the notice period a refund of the balance of the homestay will be provided. The Accommodation Placement Fee is non-refundable.

### **Residences**

- 6.5 Students who book directly with Casita should access the refund policy at [contact@casita.com](mailto:contact@casita.com)

### **Airport Pickup**

- 6.6 Flight details are required to be provided three (3) weeks prior to arrival. If a student wishes to cancel their Airport Pickup, a minimum of two (2) weeks' notice is required.
- 6.7 In the case of a change of flight details or a flight cancellation, Holmes will only refund Airport Pickup fees if it has not paid them to the Service Provider.

### **Overseas Student Health Cover (OSHC) refunds**

- 6.8 Students who do not commence their course at Holmes will be eligible for a complete refund of OSHC fees paid if Holmes has not sent the payment to the OSHC provider.
- 6.9 If Holmes has sent the payment to the OSHC provider, students will be responsible for contacting the OSHC provider directly to claim a refund.

## 7. Complaints and Appeals

- 7.1 If a refund application is unsuccessful, students will be advised in writing of the outcome and their opportunity to apply for a 'Review of a Decision'.
- 7.2 The seeking of a review of a decision does not affect the right of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies (refer to Holmes' Complaints and Appeals Policy and Procedure).

## Version Control and Accountable Officers

It is the joint responsibility of the Implementation Officer and Responsible Officer to ensure compliance with this policy.

<b>Responsible Officer</b>	Chief Operating Officer		
<b>Implementation Officers</b>	Refund Officer		
<b>Review Date</b>	July 2027		
<b>Approved by</b>			
Governing Council			
<b>Associated Documents</b>			
Complaints and Appeals Policy and Procedure Information for Prospective Students Request for Refund Form Privacy Policy and Procedure Student Deferral, Suspension and Cancellation Policy and Procedure Student Request to Defer/Suspend/Cancel a Course Form Tuition Protection Policy and Procedure			
<b>Version</b>	<b>Brief Description of the Changes</b>	<b>Date Approved</b>	<b>Effective Date</b>
1.2	Policy separated out of Policy Manual as a separate instrument	14 February 2018	1 March 2018
1.3	Minor amendment made to clarify that if a student suspends studies, any fees paid is held in credit for subsequent study as appropriate to the circumstance.	1 July 2019	3 July 2019
1.4	Reformatted the policy in line with the Policy Template;  Updated the policy scope to Holmes Education Group;  Added Purpose of the Policy	26 September 2020	26 September 2020
2.0	Administrative changes approved by the Chief Operating Officer  <ul style="list-style-type: none"> <li>Renamed the Policy to include non-international but FEE-HELP ineligible students in the scope</li> </ul>	1 February 2022	1 February 2022

2.1	Administrative change - Clarification of scope approved by the COO	21 April 2023	21 April 2023
2.2	Clarification of applicable refund in case of visa rejection.  Details of refund applicable in case of Third Party Service Providers	20 October 2023	20 October 2023
2.3	Clarification of tuition fees payable if students withdraws or suspends.	12 July 2024	12 July 2024