

Refund Policy and Procedure

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1. Purpose and Scope

Once a student, or parent/guardian of a student under the age of 18 years, accepts the Hawthorn-Melbourne offer and pays fees, a binding contract is in place. A student may cancel their enrolment at any time. Depending on the timing of that request, a student may apply for a refund.

This refund policy and procedure provides guidance to students on the circumstances whereby Hawthorn-Melbourne will refund course fees. This policy ensures that Hawthorn-Melbourne complies with the [ESOS Act 2000](#) and the [National Code 2018](#)

2. Policy

The Hawthorn-Melbourne enrolment fee is payable once only and is refundable in limited circumstances involving provider default.

Students may request a refund in writing to admissions@hawthornenglish.vic.edu.au

Tuition:

If a student wishes to cancel their enrolment with Hawthorn-Melbourne, the amount refunded will depend on the circumstances of cancellation and the number of weeks' notice given.

- If students provide Hawthorn-Melbourne with at least four weeks' written notice prior to the commencement of their initial course, Hawthorn-Melbourne will provide a full refund of the tuition fees for that course and any subsequent courses.
- If students provide Hawthorn-Melbourne with less than four weeks' written notice prior to the commencement of their initial course, Hawthorn-Melbourne will provide a full refund of the tuition fees for that course and any subsequent courses, less a 30 percent cancellation fee.
- In circumstances other than where Hawthorn-Melbourne ceases to provide the course, no refund is payable for any of the courses after the student's initial course has commenced.
- If the student's visa application is denied, as prescribed in section [47E of the ESOS Act – \(Calculation of Refund\)](#), a full refund of all pre-paid Course fees, less AU\$500 or 5 percent of the total amount of pre-paid Course fees received for the Course (whichever is the lesser), will be made provided that Hawthorn-Melbourne receives a copy of the Department of Home Affairs visa refusal letter.
- In the event a refund is granted, the refund must be made to the same credit card number or bank account from which the original payment was made. This includes payment received from a third party, other than the from the student.
- In the event of late arrival there is no refund and study weeks missed will be forfeited.
- Except as required under the ESOS Act or the National Code, where Student transfer from a more expensive Course to a less expensive Course, no refund of the difference is payable.
- Hawthorn-Melbourne reserves the right to cancel a Course due to insufficient numbers. In this event, unless Hawthorn-Melbourne will arrange for the student to be offered a place in an alternative course at Hawthorn-Melbourne's expense and for the student to accept that offer in writing, Hawthorn-Melbourne will refund all Course money the student has paid to date for the cancelled Course within two weeks of the date on which Hawthorn-Melbourne ceases to provide the Course.

In circumstances other than where Hawthorn-Melbourne ceases to provide a Course, refunds will be paid within four weeks of Hawthorn-Melbourne receiving the written request from the student.

Non-tuition fees:

If a student wishes to cancel their enrolment with Hawthorn-Melbourne most non-tuition fees are non-refundable.

Airport transfer:

- No refund of airport transfer fees will be made if a student does not notify Hawthorn-Melbourne of their flight details or any change of details at least two working days before arrival.

Accommodation:

- The Accommodation Placement Fee will be charged for every Accommodation Placement arranged by Hawthorn-Melbourne.
- No refund will be made on the accommodation placement fee.
- Weekly homestay fees are payable directly to student's host family. The student will be required to pay the equivalent of four weeks on arrival. This includes two weeks as security bond and two weeks Homestay fees in advance. The bond is refundable at the end of the Homestay arrangement provided there is no money owing for unpaid rent, bills or damage.
- If the student wishes to leave homestay at any time, they are required to give two weeks' notice to homestay family. In the event student leaves the homestay without giving appropriate notice, the bond is non-refundable.
- An additional fee is charged for registering parent-nominated homestay hosts who are not already registered with Hawthorn- Melbourne.

Refund Summary Guide:

The refund summary below is provided as a guide. The Conditions of enrolment policy in its entirety sets out the terms and conditions of a student's enrolment with Hawthorn-Melbourne. [Hawthorn-Melbourne Conditions of Enrolment](#)

Summary	Refund	Cancellation Charge
Enrolment fee	No	N/A
Materials fee (prior to commencement of the course)	Yes	N/A
Visa refusal prior to course commencement (evidence of refusal required)	Yes	A\$500 or 5% of the total amount of pre-paid course fees (whichever is the lesser)
More than four weeks prior to commencement	Yes	Full refund of tuition fees
Less than four weeks prior to commencement	Yes	30% cancellation fee, deducted from the tuition fee
After course has commenced	No	N/A
Late arrival	No	N/A
Transfer from a more expensive course to a less expensive course	No	N/A
Cancellation due to provider default	Yes	
Cancellation due to breach of visa conditions and misconduct	No	N/A
Accommodation Placement Fee	No	N/A
Underage Students Host Registration Fee	No	N/A
Homestay Security Bond (less than two weeks notice provided)	No	N/A
Airport transfer – more than two days prior to airport transfer date	Yes	N/A

3. Procedure

Refund requests:

Students requesting a refund can submit their request in writing to admissions@hawthornenglish.vic.edu.au and include the relevant supporting documents or evidence.

If the student is under 18, the written refund request must be made by the parent or legal guardian.

For refund requests due to visa refusal, a copy of the Department of Home Affairs visa refusal letter must be supplied at the time of the refund request.

Timing of refunds:

Hawthorn-Melbourne will advise the outcome in writing within 10 working days from receipt of the refund request. This will include a detailed document outlining the total fees refundable and the method of payment of the refund for the student to sign and date confirming their agreement of the refund to be made.

The refund must be made to the same credit card number or bank account from which the original payment was made. This includes payment received from a third party, other than the student.

Once the student has returned the signed and dated document, the refund will be paid within four weeks.

As required, Hawthorn-Melbourne will action the Student Course Variation (SCV) on the CoE in PRISMS. This will result in the cancellation of the CoE.

Complaints and appeals:

Students can appeal any decision made under this policy within 20 working days from the receipt of the outcome in accordance with the Hawthorn-Melbourne [Complaints and Appeals Policy and Process](#)

Responsibilities

Admissions Manager is responsible for:

- Assessing refund requests in accordance with the refund policy and procedure.
- Authoritative decisions on refund requests.
- Consulting with the Principal on requests which may fall outside the policy and are subject to discretionary consideration due to exceptional circumstances.

Principle is responsible for:

- Monitoring the proper application of the refund policy and procedure.
- Formal meetings with students who may seek a refund which may fall outside the policy and are subject to discretionary consideration in exceptional circumstances.

Admissions team is responsible for:

- Proper application of the refund policy and procedure.
- Processing refund in accordance with the Refund Policy and Procedure.
- Reporting a Student Course Variation (SCV) on a CoE in PRISMS as required and under delegated authority from the Principal Executive Officer (PEO).

Definitions

Course Fees	Means both tuition and non-tuition fees (if any) received by Hawthorn-Melbourne in respect of the student
CoE	Confirmation of Enrolment
Non-tuition fees	Means any materials, OSHC, accommodation placement, host registration, or airport reception fees.
PRISMS	Provider Registration and International Student Management System
SCV	Student Course Variation
Student	The student named in the enrolment form and, if the student is under 18 years of age, his or her parent or legal guardian named in the enrolment
Tuition Fees	Means money received in relation to a study period for a course to be provided by Hawthorn-Melbourne

Review

Hawthorn-Melbourne recognises the importance of continuous revision of the website and all materials, to ensure staff, current and potential students, partners, and the general public are presented with up-to-date and accurate information.

All materials are revised and updated, at least annually.

Related documents

- Letter of offer – Written Agreement - Conditions of Enrolment
- Refund Approval Letter
- Refund Declined Letter
- Policy and Procedure Complaints and Appeals
- Policy and Procedure Under 18 Students