

## REFUNDS POLICY AND PROCEDURE

| Relevant Standards   | Linked Documents  |
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| <ul style="list-style-type: none"> <li><i>SRTO 2015: 5.3, 7.3</i></li> <li><i>The National Code 2018: Standard 2.1, 3.4</i></li> <li><i>Education Services for Overseas Students Act 2000</i></li> </ul> | <ul style="list-style-type: none"> <li><i>Student Agreement</i></li> <li><i>Application for Refund</i></li> <li><i>Complaints and Appeals Policy and Procedure</i></li> </ul> |

### 1. Policy Statement

Capstone Institute of Australia (CAPSTONE) provides refund information that is consistent with the requirements of the ESOS Act and Standards for RTOs 2015 to students before their enrolment via the student handbook (available on its website) and in the student agreement.

### 2. Definitions

**Package** means a sequence of one or more courses specified in the letter of offer. To avoid doubt where there is only one course, package means that course.

**Tuition Fee** means the payment that CAPSTONE receives, either directly or indirectly, from a student, a prospective student, or another person paying on behalf of the student. This fee is specifically for the course that CAPSTONE provides for the student. Refunds for tuition fees are subject to the conditions for refunds listed in sections 3 to 5 below.

**Enrolment Fee** means the fee CAPSTONE receives, directly or indirectly, from a prospective student or another person paying on behalf of the student to cover the administrative costs associated with enrolling a student at CAPSTONE. The enrollment fee is non-refundable.

**Materials Fee** means the fee that CAPSTONE receives, directly or indirectly, from a student, a prospective student, or another person paying on behalf of the student. This fee is for the learning and assessment materials used during the course at CAPSTONE. Once the student starts the package, the materials fee becomes non-refundable.

**Equipment Fee** means the fee that CAPSTONE receives, directly or indirectly, from a student, a prospective student, or another person paying on behalf of the student. This fee relates to the chef uniform and toolkit used by students in CAPSTONE's training kitchen. Once a student begins the package, the equipment fee is non-refundable.

**The Overseas Student Health Cover (OSHC) Fee** means the fee that CAPSTONE receives, directly or indirectly, from a prospective student or another person who pays on behalf of the student. CAPSTONE then pays this fee to a registered health benefits provider on behalf of the student. Once the student starts the package, the OSHC fee is non-refundable.

### 3. Cancellation/withdrawal prior to scheduled course or package commencement date (student default)

| Event   | Refund   |
|---|--|
| Student requests in writing to cancel enrolment more than 28 days prior to course or package commencement date. If student requests and receives a deferral of commencement date(s), this does not extend the refund claim period in any way.   | 75% of total Tuition Fee paid in advance for each and every course in package less \$300 administration fee. |
| Student requests in writing to cancel enrolment between 1 to 28 days prior to course or package commencement date. If student requests and receives a deferral of commencement date(s) this does not extend the refund claim period in any way. | 50% of total Tuition Fee paid in advance for each and every course in package less \$300 administration fee. |
| Student requests in writing to cancel enrolment prior to course or package commencement date due to student visa application refusal.   | Full refund of Tuition Fee paid in advance less \$500 or 5% fees paid (whichever is less).                   |

#### 4. Withdrawal on or after scheduled course or package commencement date (student default)

| Event  | Refund   |
|--|--|
| Student requests in writing to withdraw from the course or package on or after the course or package commencement date.  | No refund of any fees paid in advance.   |
| Student requests in writing to withdraw from the course or package after commencing the course or package due to student visa application refusal.   | Refund of unspent Tuition Fee less \$300 administration fee. Calculation of unspent Tuition Fee is in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014. |
| Student does not start the course on the agreed course or package commencement date and has not previously withdrawn.  | No refunds of any fees paid in advance.  |
| Student requests in writing to withdraw from the course or package due to his/her student visa cancellation for breaching visa condition.  | No refunds of any fees paid in advance   |
| Termination of enrolment by CAPSTONE due to student's misbehavior, non-payment of fees, breach of student written agreement terms and conditions, breach of CAPSTONE policies and procedures, breach of student visa conditions. | No refunds of any fees paid in advance.  |

#### 5. When CAPSTONE is unable to deliver the course (provider default)

| Event   | Refund   |
|---|--|
| In the unlikely event that CAPSTONE is unable to deliver your courses listed in your offer. | <p>Refund of unspent Tuition Fee or alternatively and upon your agreement you will be placed in a suitable alternative course.</p> <p>Calculation of unspent Tuition Fee paid by international students is in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014.</p> |

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| <p>In the unlikely event CAPSTONE is unable to provide a refund or place you in an alternative course (applicable for international students)</p> | <p>The Australian Government's Tuition Protection Service (TPS) will either find a suitable alternative placement for your course or refund the unspent tuition fees.</p> <p>Calculation of unspent Tuition Fee is in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014.</p> <p><b>Role of TPS</b></p> <p>The TPS will use an online placement service to give the student all the information they need so they understand their options and can choose an alternative course that best suits them. If a student is unable to find a suitable alternative course, the TPS will refund the tuition fees that have been paid, for the part of the course that they have not yet received.</p> |
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## 6. Process for claiming refunds

Requests for refunds must be made in writing on the *Application for Refund Form* (available from CAPSTONE Reception at Level 5, 565 George St, Sydney NSW 2000 or via email from [services@capstone.edu.au](mailto:services@capstone.edu.au)) and should include any evidence in support of the application. Submit the completed form and evidence to our Student Services Team by hand or email to [services@capstone.edu.au](mailto:services@capstone.edu.au).

All refund applications must be completed and signed by the student. CAPSTONE will verify student's signatures on refund application with the signatures on identity documents provided during enrolment.

Refunds in case of provider default will be provided within 14 days of the default day and refunds (if any) in case of student default will be provided within 4 weeks after receiving a completed refund application with all required supporting evidence from the student.

If the refund request is approved any refunded amount will be made to the student or the person authorised by the student in the refund application.

## 7. Appeals

Students have the right to appeal against any decision made by the CAPSTONE.  
Please refer to the *Complaints and Appeals Policy and Procedure*.

This written agreement, and the right to make complaints and seek appeals of decisions and actions 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.