

## LETTER OF OFFER

Date of Offer: 03/04/2023

Student's Personal Details:			
Full Name:	Sanjeev Kumar		
Student ID:	HI181231	Date of Birth	21/06/1987
Residential Address:	4 Jubilee Road, Clyde, VIC 3978		
Post Code	3978	Application Number	HI181231

Dear Mr. Sanjeev Kumar,

Thank you for your application to study at St Albans Institute Pty Ltd t/a Hawk Institute. We are pleased to offer you a place as an international student at Hawk Institute. Please find the details of the course(s) and fees outlined in the attached below:

Intake Applied for:		June 2023						
Course Code and Name	CRICOS Course Code	Start Date-End date	Duration (weeks including holiday breaks)	Study Period (weeks)	Tuition Fees	Material Fees	Application fees	Total Course Fee
AUR30620 - Certificate III in Light Vehicle Mechanical Technology	103652G	15/06/2023 To 17/10/2024	70 weeks of delivery (including holiday breaks)	3 Study Periods (20 weeks each)	\$12,000	\$1500	\$300	\$13,800

**Note:** Details of course information can be obtained from our student handbook or by visiting our website: [www.hawkinstitute.edu.au](http://www.hawkinstitute.edu.au) or contacting the student's administration.

### Delivery Mode:

- Face to Face theory learning for all the courses mentioned above.
- For AUR (Automotive Qualifications mentioned above): Classroom based theory learning at Hawk Institute and practical training at Hawk Institute's Automotive workshop.

### Delivery Location:

- For all qualifications: face-to-face theory learning classes in a classroom at Level 4, 171 La Trobe Street, Melbourne, Victoria – 3000 Australia.
- For AUR Qualifications: Practical training at Hawk Institute's Automotive Workshop

**Please Note:** Students are required to attend a minimum of 20 scheduled course contact hours per week.

Material fees will include handouts and printed materials only. Students must read Hawk Institute's student handbook prior to enrolment.

## Initial Payment required:

Initial Fee Deposit	
Fees and Charges	Amount (\$AUD)
Tuition Fee (Partial Tuition Fee for First Course):	\$1,000.00
**Material Fee:	\$1,000.00
*Application (Non-Refundable):	300.00
OSHC Fee:	0.00
Total Minimum Initial Deposit Required:	\$2,300.00
OSHC: Please note that overseas student health cover (OSHC) is compulsory for students on a student visa. Students must arrange their own insurance. <a href="https://www.privatehealth.gov.au/health/insurance/overseas/overseas_student_health_cover.htm">https://www.privatehealth.gov.au/health/insurance/overseas/overseas_student_health_cover.htm</a> Students need to pay the required initial deposit upon accepting this offer letter. The deposit amount will be deducted from the overall fees.	

\*Application fee is a one-time fee payable during admission to cover administration costs associated with enrolment and it is a non-refundable fee in event of withdrawal. \* Conditions apply.



St Albans Institute Pty Ltd t/a Hawk Institute  
RTO ID: 41451 CRICOS Code: 03596J  
Website: [www.hawkinstitute.edu.au](http://www.hawkinstitute.edu.au)  
Email: [info@hawkinstitute.edu.au](mailto:info@hawkinstitute.edu.au)  
Phone: 1300 159 461  
ABN 19608522087

**\*\* Material fees include handouts and printed materials only.**

**Note:** Hawk Institute doesn't ask students to pay more than 50% of the students' total fee for a course prior to course commencement. However, the student may choose to pay more than 50 per cent of their tuition fees before their course commences. If you would like to pay more than the listed payment plan (provided below), please contact us at [apply@hawkinstitute.edu.au](mailto:apply@hawkinstitute.edu.au). Any amount of fees paid before the start of the course will be reflected in your Confirmation of Enrolment (COE).

#### **Accepting this offer:**

This offer will expire 30 days from the date of issue. The offer letter does not guarantee admission at Hawk Institute and is subject to availability at the time of admission.

To accept this offer, you must:

- carefully read the attached written Student Agreement & Acceptance,
- meet all the entry requirements of the courses,
- make the necessary initial payment,
- have a valid Overseas Student Health Cover (OSHC) before commencing the course with the Institute,
- Read and complete all the sections of the Written Agreement which includes information about the institute refund arrangements.
- sign the agreement and return it to Hawk Institute.

This agreement details the conditions of enrolment, course fees and other charges, schedule of fees, fee payment and refund policy, complaints appeal, privacy provisions and address notification requirements.

Hawk Institute will not process and accept the tuition fee deposited before the student signs the agreement. Hawk Institute will immediately contact the student to inform them that the payment cannot be processed (and the enrolment cannot progress) until the institute receives the accepted written agreement.

A confirmation of enrolment (COE) will not be issued until Hawk Institute has received the signed agreement and the minimum deposit due. Notification of an official COE will be sent electronically to you or your nominated accredited representative. Please make all payments to account listed below.

Bank Details	
Account name	St Albans Institute
Bank Name	Commonwealth Bank
Bank Address	221/4 Main Street, Point Cook, VIC, 3030
BSB	063-779
Account Number	1030-2286
Swift Code	CTBAAU2S

We look forward to welcoming you at Hawk Institute.

Yours Sincerely,

Student Administration  
Hawk Institute

## STUDENT AGREEMENT & ACCEPTANCE

### Make an Informed Choice:

You are choosing to invest a significant amount of time and money to study this course with Hawk Institute and it is important that you understand your rights and obligations as a learner. This agreement is an important document for you as a student as it outlines key important information including the courses offered, refund procedures, costs, terms, and conditions associated with your course at Hawk Institute.

Please read this agreement carefully before signing the agreement. Hawk Institute advises the students to sign the agreement only after reading it carefully, not in the influence of a third party e.g., Agent, without understating the information provided.

**This is a written Student Agreement between St Albans Institute Pty Ltd t/a Hawk Institute, here in after referred to as "Hawk Institute" and the student.**

**This Student Agreement details your enrolment into the courses delivered by Hawk Institute.**

Hawk Institute will process and accept the tuition fee only after signing the agreement. Hawk Institute may contact the student to inform them that the payment cannot be processed (and the enrolment cannot progress) until the institute receives copy of the accepted written agreement.

Students are encouraged to contact Hawk Institute's student administration before signing the agreement if they do not understand any part of this agreement, specifically:

- Entry requirements
- Fee structure including tuition and non-tuition fee payable.
- Refund timelines and procedures
- Complaints and appeals rights.
- Students right as consumer

### 1. Student Details

<b>Student Name:</b>	Sanjeev Kumar		
<b>Student ID</b>	HI181231	<b>Date of Birth:</b>	21/06/1987
<b>Address</b>	4 Jubilee Road, Clyde, VIC 3978		
<b>Mobile:</b>	0434619102	<b>Email Address:</b>	sanju_0055@yahoo.com

### 2. Campus

<b>Campus</b>	St Albans Institute Pty Ltd t/a Hawk Institute
<b>Address</b>	Level 4, 171 La Trobe Street, Melbourne, Victoria – 3000 Australia
<b>Phone</b>	1300 159 461
<b>Email</b>	<a href="mailto:apply@hawkinstitute.edu.au">apply@hawkinstitute.edu.au</a>

### 3. Course Details

Course Code and Name	CRICOS Course Code	Start Date-End date	Duration (weeks including holiday breaks)	Study Period (weeks)	Tuition Fees	Material Fees	Application fees	Total Course Fee
AUR30620 - Certificate III in Light Vehicle Mechanical Technology	103652G	15/06/2023 To 17/10/2024	70 weeks of delivery (including holiday breaks)	3 Study Periods (20 weeks each)	\$12,000	\$1500	\$300	\$13,800

**Note:** Details of course information can be obtained from our student handbook or by visiting our website: [www.hawkinstitute.edu.au](http://www.hawkinstitute.edu.au) or contact student's administration.

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**Delivery Location:**

- For all qualifications: face-to-face theory learning classes in a classroom at Level 4, 171 La Trobe Street, Melbourne, Victoria – 3000 Australia.
- For AUR Qualifications: Practical training at Hawk Institute's Automotive Workshop.

**Please Note:** Students are required to attend a minimum of 20 scheduled course contact hours per week.

Material fees will include handouts and printed materials only. Students must read Hawk Institute's student handbook prior to enrolment available at Hawk Institute's website.

Application fee is one-time fee payable at the admission to cover administration cost associated with enrolment and it is non-refundable fee in the event of student withdrawal.

Material fees include handouts and printed materials only.

Student undertaking automotive courses at Hawk Institute must ensure that they have safety boots, workshop uniform (workshop overalls) and other PPE's including, apron and protective glasses required for practical sessions at the automotive workshop. Workshop tools will be available at the automotive workshop. Students must arrange their own safety boots, workshop uniform (workshop overalls) and other PPE's including, apron and protective glasses required as material fees will only include handouts and printed materials. However, Hawk Institute can suggest suppliers. Please contact hawk institute for further enquiries on 1300 159 461.

#### 4. Course Fees and Payment Schedule

Initial payment of fees is payable when the student enrolls into a course. The student is required to pay an application fee, material fee and initial tuition fee deposit prior to the commencement. Please note that application fee is a one-time fee to cover the cost of administration related costs and is a non-refundable fee. Fee has been scheduled to ensure that Hawk Institute does not collect more than the initial tuition fee amount as stated on your offer letter. Hawk Institute doesn't ask students to pay more than 50% of the students' total fee for a course prior to course commencement. However, the student may choose to pay more than 50 per cent of their tuition fees before their course commences if they wish to.

Any amount of fees paid before the start of the course will be reflected on your Confirmation of Enrolment (COE).

**Please refer payment plan below for more details**

**Fee Schedule:**

Choose your Payment Method

Payments to Hawk Institute can be made by Direct Debit, Internet Transfer, and International Bank Draft to the account detailed below. To pay by Credit Card please call admin. Please indicate your preferred method of payment

**BANK TRANSFER**

**Bank:** Commonwealth Bank **Account Name:** St Albans Institute Pty Ltd  
**BSB:** 063779 **Account Number:** 1030-2286

Ezidebit (This is a direct debit option; if you are selecting this option, please complete Ezidebit form available on campus)

CREDIT CARD (Please note that a 2% surcharge applies to all credit card payments (American Express card will have higher charges))

AUR30620- Certificate III in Light Vehicle Mechanical Technology	
CRICOS COURSE CODE: 103652G	COURSE DURATION: 70 WEEKS (Including holiday breaks)
<b>COURSE FEE: (AUD)</b>	
TOTAL TUITION FEE	\$12,000
MATERIAL FEE	\$1,500
APPLICATION FEE	\$300
TOTAL COURSE FEE	\$13,800

INITIAL DEPOSIT			
INITIAL DEPOSIT* (AUD)			
TUITION FEE		\$1,000	
MATERIAL FEE		\$1,000	
NON-REFUNDABLE APPLICATION FEE		\$300	
INITIAL COURSE FEE, DUE PRIOR TO COURSE COMMENCEMENT		\$2,300	
PAYMENT PLAN			
INSTALMENT NUMBER/STUDY PERIOD COVERED BY INSTALMENTS		AMOUNT (AUD)	DUE DATE
INSTALMENT 1 INITIAL COURSE FEE *	STUDY PERIOD 1	\$2,300	DUE PRIOR TO COURSE COMMENCEMENT
INSTALMENT 2		\$900	15/07/2023
INSTALMENT 3		\$900	15/08/2023
INSTALMENT 4		\$900	15/09/2023
INSTALMENT 5		\$900	15/10//2023
INSTALMENT 6	STUDY PERIOD 2	\$900	15/11/2023
INSTALMENT 7		\$900	15/12/2023
INSTALMENT 8		\$900	15/01/2024
INSTALMENT 9		\$900	15/02/2024
INSTALMENT 10		\$900	15/03/2024
INSTALMENT 11	STUDY PERIOD 3	\$900	15/04/2024
INSTALMENT 12		\$900	15/05/2024
INSTALMENT 13		\$900	15/06/2024
INSTALMENT 14		\$700	15/07/2024
TOTAL		\$13,800	

If you would like to pay more than the listed payment plan, please contact us at [info@hawkinstitute.edu.au](mailto:info@hawkinstitute.edu.au). This payment plan has been designed to provide students with flexibility in paying fees. Upon signing this agreement, you are liable to pay full course fees after course commencement unless there are any conditions applied as per the Fee Payment and refund conditions of Hawk Institute's Fee Payment and Refund Policy.

The table below lists a Schedule of Fees charged by Hawk Institute to students where applicable

Course Fee	As per the course offer and written agreements
Application Fee (Non-Refundable)	\$300
Material Fee	Depending upon the qualification
Recognition of Prior Learning Fee	Subject to Qualification and Units
Credit transfer Fee	No charge
Repeat/Re-enrolling unit Fee	\$300
Re-assessment Fee (after 2 attempts)	\$300
Late payment Fee	\$50 per week
Deferral/Suspension Fees	\$250
Bank Transfer Fee	What the bank charges for the transfer
Credit Card Payment Surcharge	2% surcharge
Accommodation Services	Depends on Specific Arrangements
Airport pickup	\$100
OSHC (Overseas Student Health Cover)	Outsourced- contact Hawk Institute for more details
Re-Issue of Certificates and transcript	\$50
Re-Issue of Student ID Card	\$10
Interim Academic Transcript	No charge
Change of COE Fee	\$250
COE Extension	Depends on the course and duration extended

\*Fees are subject to change without prior notice. However, fees will remain the same once the student is enrolled in a course. Please contact the student administration for updated fees and charges. For all the courses, course material fees will include handouts and printed materials only.

## Entry Requirements and Prerequisite (including English language Requirements)

### Enrolment information

Hawk Institute's enrolment requirements for this course are:

- A completed enrolment form and signed agreement.
- Identification documents, one of which is a photo of the student such as a passport

### Pre-training Review (PTR)

The Pre-Training Review (PTR) is conducted prior to the enrolment into your course of studies to ensure that the training and assessment provided by Hawk Institute can meet the student's individual needs.

Students are required to fill up the PTR form which is included in the Application form as "Appendix 1" and read all the details of their course, policies, and procedures of the Institute before filling up the answers. Information can be made available from the Student Handbook/Student Prospectus and/or website. Hawk Institute reviews the student's current competencies, student needs, English level, \*support requirements and oral communication skills, to enrol them in the most appropriate course to achieve their intended outcomes.

\*Refer to Hawk Institute's Student support and welfare policy for more information on the support services provided by the institute.

The pre-training review ensures that Hawk Institute:

- understands the student's reasons for undertaking the course.
- ensures the suitability of the training for the students.
- understands the student's current competencies and therefore provides opportunities for these to be assessed.
- Provides students with information necessary for them to make enrolment decision and to ensure that students reasons for undertaking qualification with Hawk Institute aligns with their previous experience in particular sector (If any), educational and career goals
- identifies possible Recognition of Prior Learning (RPL) and/or Credit Transfer (CT), student's English level, oral communication skills, knowledge on Language Literacy and Numeracy skills.
- check if the training and assessment strategies employed to deliver the course suits the student's needs, and
- provides relevant support required for the student to succeed in the course.

### RPL or course credit

If a student is granted with RPL or course credit, Hawk Institute will give a written record of the decision to the overseas student to accept and will retain the written record of acceptance and payment receipts for two years after the overseas student ceases to be an accepted student.

If student is granted with RPL or course credit which will reduce overseas student's length course,

- Students will be informed of the reduced course duration following granting of RPL and ensure the confirmation of enrolment (CoE) is issued only for the reduced duration of the course.
- Any changes in course duration will be reported in PRISMS, if RPL or course credit is granted after the overseas student visa is granted.

### English Language Requirements for International students:

International students applying for this course either off-shore or on-shore will require:

- Either a minimum IELTS test score of 5.5 or equivalent for direct entry into a VET course.
- IELTS score of 5.0 or equivalent with an ELICOS course (up to 10 weeks) to be taken before the main VET course.
- IELTS score of 4.5 or equivalent with an ELICOS course (up to 20 weeks) to be taken before the main VET course.

**Note:** Results older than two years are not acceptable.

or Oxford Placement test with score 61 or higher.

Score Guide: Average test score of 61 or higher in Oxford placement test is equivalent to IELTS 5.5.

Students may refer to IELTS 5.5 equivalent policy for further information.

### OR

- to provide evidence that they have studied in English for at least five years in Australia, Canada, New Zealand, Republic of Ireland, South Africa, United Kingdom, or United States

### OR

- to provide evidence that, within two years\*\* of their signed written agreement date, they have successfully completed in Australia a foundation course or a Senior Secondary Certificate of Education or a substantial part of a Certificate IV or higher-level qualification, from the Australian Qualifications Framework.

\*The date when Hawk Institute receives the signed written agreement (either through email or in hand)

### Test evidence table:

English Language Test Providers	Minimum Test Score	Minimum Test Score where combined with at least 10 weeks ELICOS	Minimum test score where combined with at least 20 weeks ELICOS
International English Language Testing System	5.5	5	4.5
*Test of English as a Foreign Language (TOEFL) paper based	527	500	450
TOEFL internet-based test	46	35	32

\*The test must have been taken no more than two years\* before you apply to study at Hawk Institute.

### Academic Requirements

For **BSB40120**-Certificate IV in Business, **BSB50120** - Diploma of Business, **AUR30620**- Certificate III in Light Vehicle Mechanical Technology and **AUR32721** - Certificate III in Automotive Electric Vehicle





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Phone: 1300 159 461  
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**Technology**, applicants should have successfully completed year 12 or secondary studies in applicant's home country equivalent to Australian senior secondary school examination.

**For BSB80120 - Graduate Diploma of Management (Learning):** Entry to this qualification is limited to those who have completed a Diploma or Advanced Diploma from any Training Package (current or superseded equivalent versions).

Or

For above mentioned qualifications, mature age students will also be considered without the minimum education requirements considering they have relevant work experience within the chosen area of study and a demonstrated capacity to meet the course requirements. A minimum of 2 years' experience would normally be expected; however, each case will be reviewed individually with relevant work experience evidence in the form of an employment reference letter on company letterhead, work samples and curriculum vitae submitted will be considered. Such learner will be assessed for possible RPL opportunities, and their course duration and volume of learning will be adjusted accordingly, if any RPL is granted.

**For BSB60120 - Advanced Diploma of Business**, applicant should have successfully completed a Diploma or Advanced Diploma from the BSB Training Package (current or superseded equivalent versions).

or

Have two years equivalent full-time relevant workplace experience in an operational or leadership role in an enterprise.

**For AUR40216 - Certificate IV in Automotive Mechanical Diagnosis**, applicant should have successfully completed automotive mechanical Certificate III qualification, or be able to demonstrate equivalent competency.

#### Language, Literacy and Numeracy test (LLN)

**For BSB Qualifications:** Students undertaking these courses must possess sound Numeracy skills since it requires them to do calculations or any other course related work.

**For AUR Qualifications:** Students undertaking these courses must possess sound Numeracy skills since it requires them to do calculations, meter reading etc., read vehicle manufactory instructions, workshop manual.

To determine this, all students who are interested to study at Hawk Institute are required to undertake LLN test prior to the enrolment of the course. Based on the test outcome, students may be identified as requiring internal support services and/or external support services.

LLN test will be conducted on campus by using an ACSF mapped online LLN assessment tool - LLN Robot - under the supervision of qualified LLN assessor.

All students are required to undertake a language, literacy, and numeracy test (LLN) according to the following qualification:

Qualifications	Performance Level
AUR30620-Certificate III in Light Vehicle Mechanical Technology	ACSF Level 3
AUR40216-Certificate IV in Automotive Mechanical Diagnosis	ACSF Level 3
AUR32721 - Certificate III in Automotive Electric Vehicle Technology	ACSF Level 3
BSB40120-Certificate IV in Business	ACSF Level 3

BSB50120-Diploma of Business

ACSF Level 3

BSB60120-Advanced Diploma of Business

ACSF Level 4

BSB80120-Graduate Diploma of Management (Learning)

ACSF Level 4

Students are required to achieve expected level of performance level as per the required level. Where a student does not achieve the required LLN scores for the qualification into which they are seeking enrolment, LLN support\* will be provided to the student, providing the student achieves the required performance level in at least three of the core skill elements and only fails to achieve the required score in the other 2 areas by 1 level.

However, if student fails to demonstrate performance level in more than two core skills or fails to achieve required scores by more than level 1 in any of the skills, this will result in rejection of the application. A student failing to demonstrate this LLN level does not have the required skills to successfully obtain the qualification applied for and will be referred to explore other training pathways.

**\*LLN support**-If students do not meet the recommended English and/or LLN requirements, students will be referred for additional support which will be provided by the institute with ACSF Support Plan or students may also be asked to take further Language, literacy, and numeracy training, such as ELICOS programs to ensure that students are provided with support and proper guidance. Hawk Institute offers ELICOS programs. Contact hawk institute at 1300 159 461 for further information.

**ACSF Support plan** is a plan developed for students who are facing difficulties in meeting LLN requirements. This plan is implemented for students to achieve expected learning outcomes. Support learning outcomes will be provided in the areas where students have been identified as facing difficulty and if a student's performance level is less than the required level. Support plan will be developed on an individual case-by-case basis. Refer to the student handbook for more details.

#### Computer Literacy Requirements

**For BSB Qualifications:** All students enrolling into BSB must have basic computer skills.

**For AUR Qualifications:** All students enrolling into AUR courses must have basic computer skills to operate automotive software like CDX and doing research.

Student are required to fill in the questions related to computer and internet skills in the Pre-Training Review form provided along with the application form.

Students who do not possess basic computing skills will be provided with basics in computers, using support. Students can contact Hawk Institute for any further information or assistance.

#### Minimum age requirements

Students must be above 18 years of age while filling up the application form.

#### Materials and Equipment Required

Hawk Institute will provide access to computers with required resources including access to internet during classroom hours, however, to work on the assignments and tasks for self-study, all learners are expected to have access to a laptop or computer with the Windows 7 operating system or higher. Students must have an active email address for communication and be contactable by phone (mobile or landline) and by mail (postal address).

#### **For Automotive Courses:**

Requirements of physical Abilities and tool and equipment for students undertaking automotive courses will be as follows:

## Physical fitness

Automotive courses AUR30620-Certificate III in Light Vehicle Mechanical, AUR32721 - Certificate III in Automotive Electric Vehicle Technology and AUR40216-Certificate IV in Automotive Mechanical Diagnosis involve manual handling e.g., heavy lifting, moving part and tyres, so all students should be able to handle physical work required for this course.

In line with its access and equity policy, Hawk Institute will identify any such barriers presented by students during pre-training review before enrolment and will identify and provide required support and reasonable adjustment where possible.

## Automotive Courses

### Materials required by the students:

Student undertaking automotive courses at Hawk Institute must ensure that they have safety boots, workshop uniform (workshop overalls), and other PPE's including, apron and protective glasses required for practical sessions at the automotive workshop. Workshop tools will be available at the Automotive workshop. However, students must arrange their own safety boots, workshop uniform (workshop overalls) and other PPE's including, apron and protective glasses required as material fees will only include handouts and printed materials. However, Hawk Institute can suggest suppliers. Please contact hawk institute for further enquiries on 1300 159 461.

### Pre-Requisites for AUR40216-Certificate IV in Automotive Mechanical Diagnosis

Those undertaking AUR40216-Certificate IV in Automotive Mechanical Diagnosis must have completed an automotive mechanical Certificate III qualification or be able to demonstrate equivalent competency.

### Automotive Workshop

Students undertaking AUR30620-Certificate III in Light Vehicle Mechanical Technology and AUR40216-Certificate IV in Automotive Mechanical Diagnosis are required to participate in practical training as a part of completing these qualifications which will be delivered at Hawk Institute's Automotive workshop. Along with practical training, students will also be required to participate in classroom-based theory learning which will be delivered on campus at Level 4, 171 La Trobe Street, Melbourne, Victoria – 3000 Australia

For any further enquiries, learners are requested to call Hawk Institute at 1300 159 461 or you can send us an email on [info@Hawkinstitute.edu.au](mailto:info@Hawkinstitute.edu.au)

### Conditions of Enrolment

- Once accepted, you will be enrolled into the first academic term of study. Subject to the course being undertaken, progression to the next academic term will be determined through assessment of your academic achievements, examination results, attendance, aptitude, and attitude, all of which must be deemed satisfactory.
- Students are required to undertake Language Literacy and Numeracy test before the course enrolment. LLN test will be conducted using LLN Robot on campus under the supervision of qualified assessors.
- By enrolling in this course, you must agree to pay all the tuition fees shown in this agreement. You understand that tuition fees may be altered without notice prior to the student's enrolment. Once you have completed the enrolment, tuition fees will not be subjected to change for the normal duration of the course. If a course length is extended by the student, then the students are required to pay the remaining fee amount of the increased fee for the extended component of the course. Hawk Institute reserves the right to

change fees at their discretion.

Student tuition fees are safeguarded through the Tuition Protection Service (TPS\*) mandated by the Australian Government.

**\*TPS: The Tuition Protection Service (TPS)** is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students can either:

- complete their studies in another course or with another education provider or
  - receive a refund of their unspent tuition fee
- For more information, please visit <https://tps.gov.au/Home/NotLoggedIn>
- You are required to understand and agree that you must meet all the conditions of the Department of Home Affairs (DHA) applicable on the Student Visa including:
    - Maintain enrolment in a registered course that is the same level as, or at a higher level than, the registered course for which you were granted a visa.
    - Achieve satisfactory academic performance.
    - Maintain Overseas Student Health Cover (OSHC) throughout the course duration.
    - Inform Hawk Institute of the change of your address, emergency details within 7 days of change.
- Student visa may be affected if students fail to maintain their enrolment.
- You may apply for credit(s) from previous studies (Recognition of Prior Learning – RPL or Credit Transfer - CT). The application form for RPL or CT details the process for requesting RPL/CT and how it is assessed. Applications for RPL must be submitted at least two weeks prior to the commencement of your course. Applications will be processed as soon as possible.
- The RPL accessing fees is subject to the qualification and units.
- Credit Transfer fee: No charge
- Refer to CT and RPL policy available on [www.hawkinstitute.edu.au](http://www.hawkinstitute.edu.au) under policies section for more details.
- Before a subject can be repeated, the tuition fees in relation to the subject must be paid in full regardless of any fees that may have been paid in advance for other subjects.
  - Only under exceptional circumstances within compassionate grounds, and at the discretion of Hawk Institute, you may be permitted to defer commencement of a course up to two (2) weeks after the published course start date. If you arrive later than two (2) weeks after the course start date, you will need to defer to the next term. This deferral will be formally granted by Hawk Institute.
  - You may initiate a request to defer commencement of studies or suspend their studies on the grounds of compassionate or compelling circumstances. If you wish to defer the commencement of studies or suspend their studies, you must apply to do so in writing to the institute.
  - The Institute may decide to suspend or cancel a student's enrolment on its own initiative as a response to misbehavior by the student. Deferral of commencement and suspension or cancellation of enrolment must be reported to the Department of Education and Training and the Department of Home Affairs (DHA) via PRISMS by the institute and this may affect the status of a student visa.
  - Hawk Institute reserves the right to change or replace trainers, assessors at any time, cancel a course or subject prior to the commencement of each term and make changes to the syllabus or timetable at any time.



- k. Hawk Institute may at its discretion cancel, vary, or postpone the commencement date of a course. In the event of cancellation or postponement, Hawk Institute agrees to refund all the fees paid by the student within 14 days in case of Hawk Institute's default. However, the student agrees that there shall be no entitlement to damages.
- l. In case of student default i.e., if student breaches his/her visa conditions, or has misbehaved, or if the student has withdrawn from the course at the location. Hawk Institute will deal with each case independently and pay the refund amount as per the refund conditions. For more detail, please refer to the Hawk Institute's Refund policy.
- m. Students are required to be over 18 years of age while applying to study at Hawk Institute.
- n. Overseas student or intending overseas student, while in Australia and studying with Hawk Institute must notify the institute of his/her contact details including:
  - the student's current residential address, mobile number (if any) and email address (if any)
  - who to contact in emergency situations?
  - any changes to those details, within 7 days of the change

It is student's responsibility to inform Hawk Institute immediately of any changes to the address, email, or telephone details. Failure to do this will mean that you may not receive important information which may affect your course, your enrolment, or your visa. Hawk Institute will not be held responsible for communications not received due to your failure to update contact details with Student Administration. You must also provide current contact details, any changes to contact details, and who to contact in an emergency, while in Australia and while studying with Hawk Institute.

- o. You must be aware of the estimated cost of your stay in Australia and understand the financial capacity to meet such costs is your responsibility. You must also be aware that the tuition fees do not include the living expenses, textbooks and/or transportation cost. Please refer to the course fee listed in this agreement.
- p. You must be aware that school aged dependents accompanied by international students to Australia will be required to pay full fees if they are enrolled in either a government or Non-Government School. Some Australian Government and University scholarships are exempt from payment. This exemption may vary from state to state.
- q. You must, prior to enrolment, view, read and understand the student handbook and be aware of the vocational outcomes associated with this course.
- r. You must be aware that there shall be no requirement for Hawk Institute to issue any qualification prior to the completion of the above course. Result issued by the institute after study period are interim results until Statement of Attainment (SOA) or testamur is requested and issued. Hawk Institute has the right to change unit of competency results if insufficient assessment evidence is found in support of unit of competency during its internal quality review.
- s. You must enter into this agreement having relied upon your own enquiries and the information contained in the Hawk Institute, student handbook and not rely on any other representations whatsoever.

You must carefully read all the information before signing the written agreement.

Note: Hawk Institute

- does not claim to commit to secure for, or on the student or intending student's behalf, a migration outcome from undertaking any course offered by Hawk Institute.

- does not guarantee a successful education assessment outcome for the student or intending student.
- does not Guarantee any employment outcome.

## Refund of Tuition Fees

### Process of Claiming Refund

A student who wishes to apply for a refund of tuition fees in accordance with this refund policy should do so by filling up a Refund Application form is available at Hawk Institute's reception and on Hawk Institute's website [www.Hawkinstitute.edu.au](http://www.Hawkinstitute.edu.au). Students must submit refund application form along with other supporting documents on campus. The documents should be submitted to:

Accounts Officer  
St Albans Institute Pty Ltd t/a Hawk Institute  
Level 4, 171 La Trobe Street, Melbourne, Victoria – 3000 Australia  
Or  
Email us at [apply@hawkinstitute.edu.au](mailto:apply@hawkinstitute.edu.au)

**All students' refunds are conditional on the following:**

### COURSE WITHDRAWAL

- i. Where a written notice of withdrawal is received by the Institute at least **12 full weeks or more before the agreed start date** of the course or term, the institute will refund 100% of the fee received except application fee.
- ii. Where a written notice of withdrawal is received by the institute within **6 to 11 full weeks before the agreed start date** of the course or term, the institute will refund 50% of the fee received except application fee.
- iii. Where a written notice of withdrawal is received by the institute within **5 full weeks or less before the agreed start date** of the course or term, no refund will be provided.
- iv. Where a written notice of withdrawal is received by the institute **after the start date** of the course or term, no refund will be provided.
- v. Where the student defaults, including withdrawing from a course, after the course/term start date, students will be liable to pay full tuition fee for that study period and there will be no refund of paid tuition fees.
- vi. It should also be noted that if the student's enrolment falls within no refund timelines before the agreed start date of the course, then there will be no refund.  
For example: If a student enrolls in week 5 before the course start date, he/she will not be eligible for refund as the enrolment falls in no refund time of 5 full weeks prior to the agreed start date of the course.
- vii. If the refund application is approved, refund will be paid within the period of 20 working days after receiving a written notification/claim from the student and relevant forms duly signed by the student.
- viii. The institute must have received funds for any refunds to be made available (i.e., cheques are cleared, telegraphic transfers have been received).

### B.STUDENT DEFAULTS

An overseas student or intending overseas student defaults, in relation to a course at the location, if the student himself/herself initiates termination of enrolment like:

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).

- a) or  
the student withdraws from the course at the location (after the agreed starting day).
- or
- b) the institute refuses to provide, or continue providing, the course to the student at the location because of one or more of the followings:
  - i. the student failed to pay an amount payable to the provider for the course.

- ii. the student breached a condition of his/her student's visa and his/her visa has been refused.
- iii. misbehavior by the student {Note: the student is entitled to natural justice under subsection 47A (3)}

**Note:** If students do not commence studies in a course (i.e., the student does not start the course on that day) or when they are due to commence and have not notified the institute in writing within 31 days of the course commencement, then student's enrolment will be cancelled based on non-commencement of studies.

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 of the provider defaults in relation to the course at the institute.

Hawk Institute will pay the refund to the following person:

- a. the student
- b. if a person (other than the student) is specified in this written agreement to receive any refund- the specified person.

Hawk Institute will pay the refund within the period of 20 working days after receiving written claim from the student.

## C. VISA REFUSAL

If a student's visa application or visa renewal is refused by the Australian Government, a refund of course fees will be made, and visa refund refunds will be calculated in accordance with the legislative instrument under subsection 47E (2).

The calculation under subsection 47E (2) is as follows:

The amount of unspent pre-paid fees that the provider must refund the student for the purpose of

Subsection 47E (2) of the Act is the total amount of the pre-paid fees that the provider received for the course in respect of the student less the following amount (the lesser of):

- a) 5% of the total amount of pre-paid fees that the provider received in respect of the student for the course before the default day; or
- b) the sum of \$500.

Whichever is lesser.

Students must provide the Institute with substantiated evidence of their student visa refusal.

If an international student currently in Australia has their student visa application refused by the Department of Home Affairs (DHA) after the commencement of their studies; refund will be calculated as follows:

*The refund amount = weekly tuition fee x the number of weeks in the default period*

a. The weekly tuition fee = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.

b. Weeks in default period: number of calendar days from the default day to the end of the period to which the payment relates/7  
or

The number of weeks in the default period = the number of weeks (i.e., calendar days divided by 7, rounded up to the nearest whole number) in the unexpired portion of the course after the default day, in relation to which Hawk Institute has received tuition fees.

If Hawk Institute has only received an installment of tuition fees for part of the course, the weeks in default period would be the number of weeks between the default day and the end of the part of the course to which the installment relates.

If the number of weeks calculated is not a whole number, round the number up to the nearest whole number.

No refunds will be granted where an international student currently in Australia has their student visa cancelled by the Department of Home Affairs (DHA) for a breach of visa conditions.

**Please refer to the course refund table below for details:**

### Hawk Institute Course fee refund table

## D. PROVIDER DEFAULT

- I. In the unlikely event that the institute is unable to start or deliver the course (known as provider default), the student can choose to accept either:
  - i. A refund of course fees, which will be issued to the student within 14 days.
  - ii. Or be placed in an alternative course with the institute or another provider. If the student chooses this option, they must sign a new written agreement to indicate that they have accepted the placement.
- II. If the student chooses to receive a refund of course fees, the institute will calculate the unspent portion of tuition fees paid to date (i.e., tuition fees the student has paid for, but which has not been delivered by the institute). The refund will be paid within 14 working days after the cessation of the course.
- III. If the institute is unable to provide a refund or place the student in an alternative course, the TPS will provide the student with options for suitable alternative courses (if any such courses are available), or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director.

## I. REFUND PROCESS

- a. The student must apply for refund using the *Refund Form* available on the website or from the reception, along with the evidence and supporting documents. Such documents may include, but are not limited to:
  - i. a completed refund application form provided by the institute.
  - ii. a letter from DHA advising of a rejection of the student visa application or a refusal to extend a student visa,
  - iii. Proof of extenuating circumstances of a compassionate nature.
- b. Refunds will be made within 20 working days of the receipt of completed refund application form along with the supporting documents by the institute (*in case of student's default*).
- c. Refunds will be made within 14 working days of the receipt of completed refund application form along with supporting documents by the institute (*in case of Hawk Institute default*).
- d. Students can nominate a person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act.

## II. PAYMENT OF REFUNDS

- a. Refunds will be paid in Australian dollars via bank transfer to the bank account number nominated by the student on the refund application form.
- b. Refund to International banks will be made in the Australian currency whereby the student will receive refund amount equivalent to Australian dollar exchange rate on the date of transfer.

### Note: Timeline for refund

It is to be noted that refund will be made available to students differently based on the student's default and providers (Hawk Institute) default.

- i. **In case of Student default:** Refund will be paid within the period of 20 working days after receiving written notification/claim from student and relevant forms duly signed by the student.
- ii. **In case of Provider's (Hawk Institute) default:** Refund will be paid within the period of 14 days after cessation of the course.

Refund Circumstances	Refund of Tuition Fees Paid	Refund of Material Fees	Application Fee
Withdrawal at least <b>12</b> full weeks or more prior to the agreed start date.	100%	100%	No refund
Withdrawal between <b>6 to 11</b> full weeks prior to the agreed Start date.	50%	100%	No refund
Withdrawal in <b>5</b> full weeks or less	No refund	No refund	No refund
Withdrawal after the course start date	No refund	No refund	No refund
Course withdrawn by the institute	100%	100%	100%
Application rejected by the institute	100%	100%	No Refund
The course is not provided fully to the student because the Institute has a sanction imposed by a government regulator.	Refund of unused portion of tuition fees for future terms	No refund	No refund
Visa refused prior to the course commencement	Total amount of the pre-paid fees received by Hawk Institute for the course in respect of the student course less the following amount. <b>(a)</b> 5% of the total amount of pre-paid fees that the provider received in respect of the student for the course before the default day; or <b>(b)</b> a maximum sum of \$500, whichever is lesser	100%	100%
Visa is refused after the commencement of the studies due to not meeting visa requirements.	The refund amount = weekly tuition fee x the number of weeks in the default period <b>a.</b> The weekly tuition fee = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar. <b>b.</b> The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates/7	No Refund	No refund
RPL fee	No refund if the 'Statement of Attainment' is provided	No refund	No refund
Visa refused due to submission of the fraudulent documents by or on behalf of the student	No refund	No refund	No refund
Withdrawal from the course without notification or breaching their visa conditions	No refund	No refund	No refund
Visa cancelled due to actions of the student	No refund	No refund	No refund
Student abandons the course	No refund	No refund	No refund
The Institute cancels an enrolment due to serious student misconduct	No refund	No refund	No refund
<p>Note: If a student's enrolment falls within no refund timelines before the agreed start date of the course and the student decides to withdraw from the course, then there will be no refund.</p> <p>For example: If a student enrolls in week 5 before course start date, he/she will not be eligible for refund if student withdraws from the course as enrolment falls within no refund time period of 5 weeks prior to the agreed start date of the course.</p>			

## COOLING OFF PERIOD

Hawk Institute will provide applicants a 7-day cooling off period. This means that if a student accepts the offer letter to study at Hawk Institute and pays Hawk Institute relevant course fees as per the signed agreement. If the student changes their mind (for any reason), a full refund of course fees paid till date will be provided. Students must notify Hawk Institute in writing within 7 days of the signed agreement date.

## STUDENT'S RIGHTS TO APPEAL

- Any student who is refused a refund by the institute may appeal within 20 working days in writing to the Student Support Officer and follow the complaints and appeal process of Hawk Institute.
- The institute's appeal process does not restrict the student's right to pursue other legal avenues.
- 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 student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

## 6. Change of Address and Contact details

You are obliged to notify Hawk Institute of any change of your address and contact details within 7 days of change while enrolled at the institute. This is to ensure that any notifications sent to you of visa breaches are sent to your current address. Failure to update your contact details to Hawk Institute means you may not receive important information which may affect your course, your enrolment, or your visa.

Overseas student or intending overseas student, while in Australia and studying with Hawk Institute, must notify the institute of his or her contact details including:

- the student's current residential address, mobile number (if any) and email address,
- who to contact in emergency situations.
- any changes to those details, within 7 days of the change.

## 7. Complaints and Appeals procedures

### 7.1. Informal Complaint Process

Students who wish to make a complaint are encouraged to initially engage in informal discussion about the matter with the staff member/s involved. Any student with a complaint may first raise the issue informally with Student Support Officer, Administration Officer or Trainer and attempt an informal resolution of the complaint. Complaints dealt in this way will not become part of the formal complaints process and will not be documented, recorded, or reported on unless Hawk Institute staff involved determines that the issue in question or complaint is relevant to the wider operation of Hawk Institute. Hawk Institute staff involved in the discussion of an informal complaint or appeal will do their best to resolve the matter effectively and quickly. Students who are not satisfied with the outcome of the complaint, they will be advised to register a formal complaint.

### What can a complaint be about?

A complaint can be about:

- any aspect of the service provided, or not provided by Hawk Institute
- any aspect of the training and assessment
- the behaviour or decisions of staff, or
- policies and/or procedures of Hawk Institute
- any action by any associate

## 8.2. Formal Complaint Process

Students who are not satisfied with the outcome of the informal process can register a formal complaint in writing to the Student Support Officer/Complaints Officer. Students can also send an email alternatively to [info@hawkinstitute.edu.au](mailto:info@hawkinstitute.edu.au)

### Lodging a complaint

To register a formal complaint, a student must complete and fill a Student's Complaints Form to Student Support Officer/Complaints Officer providing:

- a clear and detailed statement of the complaint, including the parties involved.
- a suggested solution that the student believes would settle the complaint (E.g., an appropriate solution will focus on achieving a productive study environment or relationship, rather than apportioning blame).
- Complaint will be lodged in a complaint register.

**The resolution phase:** Student Support Officer/Complaints Officer will determine whether the subject matter falls within the definition of a complaint. This period is called the resolution phase.

The resolution phase will commence within **10 working days** of the complaint being lodged in writing, i.e., assessment of complaints or appeal will commence within 10 working days of it being made and the outcome will be finalised as soon as possible.

Where it is determined that the subject matter falls within the definition, the following procedures will take place:

#### • Acknowledging the Lodgement of a complaint

Each formal complaint lodged by a student will be acknowledged in writing. The acknowledgement will be provided to the student in person and/or sent through the email in writing by student support/admin staff. Student support/admin staff will forward the complaint for action to the relevant person or department as soon as practicable and should not take more than 10 days. Parties to complaint will not be part of the investigation team.

#### • Recording the Complaint

Details of the complaints will be recorded in Hawk Institute's complaints and appeals register and a copy will be filed in the student's file. The original complaint will be forwarded to the Student Support Officer/Complaints Officer.

Student Support Officer/Complaints Officer will be responsible for ensuring that all of these actions are completed within five working day of the lodgment of the complaint.

#### • Acting on Complaint

All concerned parties will be contacted for investigation. Students will be given an opportunity to respond and present their case with supporting evidence.

Student Support Officer/Complaints Officer will set an agenda for the meeting and discuss what steps should be taken.

**The right to be accompanied by a support person during the complaints/appeals process:** Parties making complaint will be invited for meeting and each involved party may be accompanied and assisted by a support person, according to the principles of natural justice. There will be an attempt to resolve the complaint by using the process outlined by the student for settlement (if appropriate) or through meeting, mediation and/or conciliation.

All the information will be gathered as required to assist with the settlement of the complaint, including, providing the respondent with the statement of the complaint and all the relevant documents. Complaints will be investigated thoroughly in spirit of natural justice and principal fairness. Best possible resolution will be achieved keeping a student-centred approach based on the facts and documents.

#### • Time frame

Person making a complaint will be informed of the outcome in writing and all the complaints will be finalised as soon as practicable understanding the student's requirements and other matters but *maximum within 60 days of receipt of complaint*.

Where Hawk Institute considers more than 60 calendar days are required to process and finalise the complaint or appeal, the institute will inform the complainant or appellant in writing, including reasons on why more than 60 calendar days are required, and will regularly update the complainant or appellant on the progress of the matter.

**If complaint falls outside the definition of complaints:** the Student Support Officer/Complaints Officer will advise the student accordingly. Student Support Officer/Complaints Officer may dismiss a complaint if, in their view the complaint is ill advised, misguided, frivolous, malicious, or vexatious.

**Note:** It is to be noted that Hawk Institute will respond to any complaint or appeal the overseas student makes regarding his or her dealings with Hawk Institute, Hawk Institute's education agents or any related party that Hawk Institute has an arrangement with, to deliver the overseas student's course or related services.

*Please note: Hawk Institute does not have any arrangement with third party to deliver the overseas student's course or related services.*

**At the conclusion of the resolution phase,** the Student Support Officer/Complaints Officer will write to both the student and the respondent indicating the outcome of the process and specifying any action that has been agreed upon by the parties as part of that process. Students will be informed about their *Right to appeal* within 20 days of the complaints if dissatisfied with the outcome.

**Record the decision:** Institute's decision and reasons for the decision will be recorded by the Student Support Officer/Complaints Officer and placed in the student's file.

**If a student is dissatisfied with the outcome of the formal complaint process,** students may initiate an internal appeal process by completing a Complaints and Appeal Form from the website [www.hawkinstitute.edu.au](http://www.hawkinstitute.edu.au) or student administration/reception.

## 7.3. Internal Appeals Process

Internal appeals may arise from several sources including appeals against refund decisions, assessment outcomes, appeals against disciplinary actions and appeals against decisions arising from complaints. The essential nature of an appeal is that it is a request by student who is dissatisfied with the outcome to reconsider a decision made by Hawk Institute.

An Internal Appeal Process is initiated by a student lodging an Appeal by filling up complaints and appeals Form available from the Student Administration and/or Hawk Institute website.

#### • Acknowledging Lodgment of a complaint

Appeals are acknowledged by sending written confirmation of the complaint that will be done by Administration Manager or representative.

#### • Consideration of Appeal by Administration Manager/Appeals officer

Where an appeal relates to the following matters, the Student Appeals Form must be lodged within 20 working days (International Students):

- Notification of an intention to report the student to the Department of Home Affairs (DHA) due to unsatisfactory Course Progress.



- Notification of an intention to suspend or cancel a student's enrolment due to misbehaviour, or other extenuating circumstances (ref. Student's Code of conduct for details available on Student handbook).

#### • Time Frame and Acting on an Appeal

Within 10 working days of receiving the Complaints and Appeal Form, Chief Executive Officer (CEO) will appoint an Investigator or convene a Student Appeal Committee to hear the appeals and propose a final resolution. This Investigator or Committee will not include any person who has heard the original complaint. The Investigator or the Student Appeals Committee will:

- Meet with the student (and support person, if present) and provide the student with an opportunity to present their case with any supporting evidence provided in the meeting at minimal or no cost. At any given meeting to discuss an appeal, students will be given an opportunity **to be accompanied and assisted by a support person.**
- At the conclusion of the meeting, students will be informed about the timeframe within which the institute will provide a written outcome of the appeal. The timeframe will generally be 10 working days. After the meeting, the Investigator or Committee will, impartially, consider all the evidence and decide.

#### Student Appeal Committee

- Chief Executive Officer
- Administration Manager
- Investigator or nominee appointed by the CEO.

*\*Hawk Institute will ensure that assessment of the complaint or appeal is conducted in a professional, fair, and transparent manner.*

The outcome will be documented and will include the reasons for the decision. If the decision goes against the student, the outcome will include information for the student of **his or her right to an external appeal.** Details of the suitable external appeal bodies will be made available to the student with information at no cost associated with that.

**If more than 60 days:** Where it is apparent that appeals will take more than 60 calendar days, appellant will be informed in writing, including reasons why more than 60 calendar days are required, and the students will be regularly updated on the progress of the matter.

**Recording the appeal:** Hawk Institute will keep a written record of the complaint or appeal, including statement of the outcome and the reasons for the outcome with signature and date of student and Administration Manager.

*A written statement of the outcome of the internal appeal, including detailed reasons for the outcome will be sent to the student.*

**If matter remains unresolved or student is unsuccessful or dissatisfied with the outcome.**

There might be cases where matter is still unresolved after the implementation of above procedures and the internal appeals process exhausted, or if the student is not successful in the Hawk Institute's internal complaints and appeals process. In such cases, Institute will advise the overseas student within 10 working days of concluding the internal review of the overseas student's right to access an external complaint handling and appeals process without any cost charged by Hawk Institute.

**Note: Students' enrolment will be kept active until both internal and external appeal is concluded.**

#### 7.4. External Appeals Process

After the student, has been advised of the external complaint handling process and procedure, Hawk Institute will provide students with contact details of the appropriate complaints handling and external appeals body. Hawk Institute will refer the student to a **Commonwealth Ombudsman** to lodge an external appeal or complain about the decision.

*The Commonwealth Ombudsman offers free and independent service for overseas students who have a complaint or want to lodge an external appeal about a decision made by their private education or training provider.*

In most cases, the purpose of the external appeals process is to consider whether the registered provider, i.e., Hawk Institute in this case, has followed its policies and procedures, rather than decide in favour of the Institute. External appeal authority will be provided with sufficient information within due timelines requested.

**For example,** if an overseas student appeals against his or her subject results and goes through the internal appeals process of the Institute, the external appeals process would look at the way in which the internal appeal was conducted; it would not decide as to what the subject result should be.

Complaints outcome will be entered in complaints register after external appeals has given a decision and copy of all relevant documents will be attached in that register.

#### Outcome

If the internal or any external complaints handling or appeal process results in a decision or recommendation in favour of the overseas student, Hawk Institute will immediately implement the decision or recommendation and/or take the preventive or corrective action required by the decision and advise the overseas student of that action or outcome.

Written record of the complaints or Appeal and statement of the outcome will be kept and maintained by Hawk Institute.

Examples of an external or independent body or person may include:

- private conciliators or dispute resolution counsellors
- a complaints and appeals body established by a peak industry body.
- representatives of Commonwealth and state or territory government departments including the Office of the Training Advocate; or
- Commonwealth and state or territory offices of the Ombudsman may be the appropriate body for a public provider.

**IMP NOTE:** The Commonwealth Ombudsman is a free and independent service.

**The Commonwealth Ombudsman contact details are:**

- **Website:** <http://www.ombudsman.gov.au/>
- **Email:** [ombudsman@ombudsman.gov.au](mailto:ombudsman@ombudsman.gov.au)
- **Contact Number:** 1300 362 072

The Commonwealth Ombudsman investigates complaints about problems that overseas students have with private education and training in Australia.

The Ombudsman also:

- Provides information about best practice complaints handling to help private education providers manage internal complaints effectively.
- Publishes reports on problems and broader issues in international education that Commonwealth Ombudsman identify through investigations.

For further information, please visit <https://www.ombudsman.gov.au/How-we-can-help/overseas-students> or contact Commonwealth Ombudsman by telephone, 9am to 5pm Monday to Friday, Australian Eastern Standard Time (AEST). In Australia, call: 1300 362 072 (calls from mobile phones at mobile phone rates). Outside Australia, call +61 2 6276 011.

#### Appeals related to Deferment, Suspension or Cancellation of Enrolment

Where a student has decided to access the appeals process in relation to deferment, suspension or cancellation of their enrolment, Hawk Institute will not update the student's status or report to the Department of Home Affairs (DHA) via PRISMS until the appeal process is completed.

Hawk Institute will maintain all relevant responsibilities until:

- the internal and external complaints processes have been completed and the breach has been upheld.
- the overseas student has chosen not to access the internal complaints and appeals process within the 20-working day period.
- the overseas student has chosen not to access the external complaints and appeals process.
- The overseas student withdraws from the internal or external appeals process, by notifying the Institute in writing.



**Note:** \*Please note that the following procedures do not remove your right to seek other dispute resolution services, or to seek other legal remedies, provided by external bodies, such as, the Dispute Settlement Commission of Victoria, Consumer Affairs Victoria, or the Victorian Equal Opportunity and Human Rights Commission.

## 8. Course Monitoring and Attendance Policy

**For VET Qualifications:** Hawk Institute has a Course Monitoring and Attendance Policy which states that students are required to maintain satisfactory course progress throughout the course. Students are also required to attend their classes and maintain 80% of attendance throughout the course. Low attendance implies that students might not be able to complete their course on time and this will lead unsatisfactory course progress. Students must attend all automotive workshop practical to fully develop their technical and practical skills. Student's automotive workshop attendance will be monitored closely and student missing Automotive workshop's practical classes will be treated on a case-by-case basis. Students missing more than one Automotive workshop practical class will not be allowed to sit in re-assessment but will be required to repeat the units as it will not be possible for students to develop the required skills without attending Automotive workshop practical classes.

Hence, students are required to attend classes in accordance with course timetables to make satisfactory course progress. Hawk Institute is required to report the students based on unsatisfactory course progress for two consecutive study periods to the Department of Home Affairs (DHA).

Under the Education Services for Overseas Students Act 2000 and the National Code 2018, Hawk Institute is required to report unsatisfactory course progress (failing to complete at least 50% of units in two consecutive study periods) to the Department of Home Affairs (DHA) via PRISMS.

**Satisfactory course progress:** successfully completing or demonstrating competency in at least 50% of the units in any study period.

**Note:** Students will not be reported based on attendance. However, low attendance may lead to unsatisfactory course progress which can lead to you being reported to DHA.

Students must participate in scheduled classes in accordance with course timetables to make satisfactory course progress, and if student don't satisfactorily progress in their course, there will be in breach of a condition of their visa.

If an overseas student is not attending scheduled classes, but is making satisfactory progress in their course, then the course duration set may not be suitable for that student—because they must already have the skills, knowledge, and experience to progress in their course without receiving structured training.

In this case, Hawk Institute may reassess their course duration, and may shorten their course duration. Hawk Institute will invite the students to apply for RPL and will reduce the duration of the course to the knowledge, while maintaining a minimum of 20 scheduled course contact hours per week. ASQA may, at any time, require a training provider (i.e., Hawk Institute) to implement policies and procedures to monitor minimum attendance requirements and if students don't meet these requirements, they will be in breach of a condition of them visa. Students are advised to refer to Hawk Institute's Course Monitoring and Attendance policy for more details. You may also contact Hawk Institute's Administration department for further information.

**For General English:** Students are required to attend their classes and maintain minimum 80% of attendance throughout the course for better learning. Hawk Institute is required to report students to the Department of Home Affairs based on unsatisfactory attendance.

**Satisfactory Attendance:** Students must maintain a minimum of 80% of attendance throughout the course for satisfactory attendance.

**Please Note:** As a student, you are required to attend a minimum 20 scheduled course contact hours per week.

## 9. Copies of Documents

You are responsible for keeping a copy of this agreement and receipts of any payments of tuition fees or non-tuition fees. We recommend that you make copies of all the documents related to this application and keep them in a safe and secure place.

Hawk Institute will retain a copy of the written agreement and payment receipts, for at least two years after the overseas student ceases to be an accepted student.

## 10. Privacy

Your privacy is important to us, and all the personal & private information collected about you will be treated as confidential. Information collected during your enrolment is done to meet our obligations under the ESOS Act 2000, and the National Code 2018, to ensure student's compliance with the conditions of their visa and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the ESOS Act 2000, the ESOS Regulations 2019 and the National Code 2018. Information collected about you during your enrolment will be provided, in certain circumstances, to the Australian Government and designated authorities and the Tuition Protection Service (TPS) director. In other instances, information collected during your enrolment can be disclosed without your consent where the Institute is authorised or required to do so by the law.

You can access information collected from you on the application form and during your enrolment by contacting Student Administration at the Institute.

Under the National Vocational Education and Training Regulator (Data Provision Requirements) Instrument 2020, Hawk Institute is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

Your personal information (including the personal information contained on this letter of offer, your training activity data) may be used or disclosed by Hawk Institute for statistical, regulatory and research purposes. Hawk Institute may disclose your personal information for these purposes to third parties, including:

- Employer – if you are enrolled in training for industry placement Commonwealth and State or Territory government departments and authorised agencies.
- NCVER.
- Organisations conducting student surveys; and
- Researchers.

Personal information disclosed to NCVER may be used or disclosed for the following purposes:

- Issuing statements of attainment or qualification and populating authenticated VET transcripts.
- Facilitating statistics and research relating to education, including surveys.
- pre-populating student's application/enrolment forms.
- Understanding how the VET market operates, for policy, workforce planning and consumer information; and
- Administering VET, including programme administration, regulation, monitoring and evaluation.

You may receive an NCVER student survey which may be administered by an NCVER employee, agent, or third-party contractor. You may opt out of the survey at the time of being contacted.

NCVER will collect, hold, use, and disclose your personal information in accordance with the Privacy Act 1988 (Cth), the VET Data Policy and all NCVER policies and protocols (including those published on NCVER's website at [www.ncver.edu.au](http://www.ncver.edu.au)).

## Access, Correction and Complaints

You have the right to seek access to or correct your own personal information. You may also complain if you believe your privacy has been breached.

Please refer to Hawk Institute privacy policy for more information and/or visit office of the Australian Information Commissioner (OAIIC) at <https://www.oaic.gov.au/> for more information.

#### Students Declaration

- a. I confirm that I have read and understood the Student Agreement which includes detailed information about course duration (including holiday breaks), fees payment and refund policy and conditions of enrolment which I agree to abide by as a student at.
- b. I understand that I am obliged to notify the Institute of my contact details including:
  - o my current residential address, mobile number (if any) and email address (if any)
  - o who to contact in emergency situations.
  - o Any changes to those details, within 7 days of the change.
- c. I understand that 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 a student to act under the Australian Consumer Law if the Australian Consumer Law applies.
- d. I agree to be bound by the Institute rules and regulations in force from time to time and otherwise to follow acceptable codes of

- e. behaviour and academic performance and show a concern for other students.
- f. I understand that my tuition fees are safeguarded through Tuition Protection Service (TPS) in accordance with the ESOS Legislation.
- f. I agree that if I do not commence studies in a course when they are due to commence and I have not notified the Institute in writing within 31 days of the course commencement, then my enrolment will be cancelled based on non-commencement of studies and the Department of Home Affairs (DHA) will be notified accordingly.
- g. I agree that if I do not complete my course and do not return to studies after a break and have not notified the Institute of any reason within 14 days, it will be considered that I have 'inactively' advised the Institute that I shall not be continuing my studies and my enrolment shall be cancelled. The cancellation of enrolment will be notified to the Department of Home Affairs via PRISMS.
- h. I declare that all information provided by me for the enrolment into Hawk Institute course is complete and correct. I understand that failure to provide correct information or documentation in relation to this application may result in cancellation of my enrolment at any time at the discretion of Institute.
- i. I consent to the collection, use and disclosure of my personal information in accordance with the Privacy Notice provided in this agreement.

I have read the Student Agreement. I understand and agree to all the information, terms and conditions provided in this Student Agreement.

I acknowledge that I will be responsible for keeping a copy of the written agreement as supplied by Hawk Institute, and receipts of any payments of tuition fees or non-tuition fees.

<b>Student can specify person(s), other than themselves who can receive a refund in respect of the overseas student identified in this written agreement;</b>	
<b>Full name of person authorised to receive refund on behalf of you</b>	
<b>Relationship with the student</b>	
<b>Address and contact detail of authorised person</b>	

<b>Student Signature:</b>		<b>Date:</b> 03/04/2023
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This agreement will be governed by the laws of Australia and of the State Victoria. This agreement and the availability of complaints and appeals processes do not remove the right of the student to act under Australia's consumer protection laws. The dispute resolution, procedures of the institute do not circumscribe the student's right to other legal remedies, but any settlement agreed to is binding. This agreement may be varied if required by any Australian Government laws or regulations. Personal information provided to the institute may be given to Commonwealth and State agencies if required by laws or regulations.

#### Accepted for and on behalf of Hawk Institute (to be completed by Student Enrolment Officer)

<b>Authorised Signature:</b>		<b>Date:</b>	
<b>Name:</b>			