



REFUNDS

China HR Australia will pay a refund to the client in the following circumstances:

- a) If the client accepts a job and pays their placement fee/s but does not take up the job offer or commence with the Company because their **initial visa is not granted**, the placement fee will be refunded less a 10% administration charge and any deposit.
- b) If the client accepts a job and pays their placement fee/s but does not commence with the Company despite the initial visa being granted, none of the placement fee will be refunded.
- c) If the client is found by a Court to have been unlawfully dismissed by their Company within the first 6 months, 50% of the total placement fee will be refunded. China HR will assist the client in lodging their unlawful dismissal claim with Fair Work Australia where the Court determines if they have been treated unlawfully. No other determinations apply.
- d) The administration fee is calculated as a percentage of the total agreed fee but does not include GST.
- e) Once it has been determined that a refund will be applied, payments should commence to be made in one, two, three or four amounts of not more than 30 days apart commencing 30 days after determination.

The following situations do not qualify for a refund:

- a) If the client is dismissed by the receiving organisation for any reason after six months.
- b) If the client is found to have been legally dismissed, or dismissed for unlawful conduct or contract breach at any time.
- c) If the client resigns for any reason having accepted the job as described by China HR and on previously agreed terms.
- d) If the Australian Government changes its immigration laws that prohibit the applicant from continuing to pursue their visa application.
- e) If the client's country of origin or residence changes its immigration laws that prohibit the applicant from continuing to pursue their visa application.
- f) Any initial deposit made by the client up to a total of AU\$5,000.00
- g) In any situation where your sponsorship is rejected and you wish to appeal. Given the amount of work required to support a appeal is not charged for then the costs will be borne using the original deposit, irrespective of the outcome of the Appeal.

In the event that the client and China HR fail to agree on a refund, both parties agree to use an independent 3rd party facilitator that is trained/experienced in mediation to determine the situation. Unless mutually agreed, the mediation process shall not last longer than 30 days from the initial meeting. Both parties agree not to engage in any other legal remedy available to them until this period has elapsed.

If the client agrees to participate in any 3rd party support such as the hiring of a registered migration agent, or enrolment in programs such as the Intensive language program placement or the Cultural refinement program placement and is dissatisfied with the service or for whatever reason does not attend at all or any portion, they may take up the matter directly with the 3rd party provider or via the Australian Competition and Consumer

Commission (ACCC). China HR does not bear responsibility for the actions of any 3rd party irrespective of the relationship.

This Policy applies from 1 January 2017 and supersedes any previous agreement written or otherwise and remains in force until otherwise authorised by China HR Pty Ltd.