

## 1 Purpose

The purpose of this policy is to establish criteria for granting refunds to international students for fees paid to The Institute.

## 2 Scope

This policy applies to all International Students and Institute staff involved in the fee refund Process.

## 3 Policy

### 3.1 Institute Defaults

The Institute will refund all course fees paid by the student in the event that:

- 3.1.1 the course is cancelled or undelivered
- 3.1.2 the commencement of the course is postponed by the Institute for more than four weeks
- 3.1.3 the student is refused an offer of a place due to capacity limits
- 3.1.4 In the unlikely event that the Institute is unable to deliver the course in full, the student will be offered an alternative place at no extra cost or, the student will be refunded the unspent portion of the tuition fees paid to date within two weeks of the day on which the course ceased to be provided
- 3.1.5 Students have the right to choose whether they would prefer a refund of tuition fees or to accept a place in an alternative course. If student chooses placement in another course, the Institute will sign a new written agreement to indicate the student accepted the placement
- 3.1.6 In the unlikely event the Institute is unable to provide a refund or place 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

### 3.2 Non Institute Defaults

- 3.2.1 The Institute will refund all course fees paid by the student less an administration fee in the event that:
  - a) the student is refused a visa to study in Australia
  - b) the student is prevented from entering a course by reasons beyond the students control, including but not limited to Acts of God, Acts of Government Authorities, civil strife and riot

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3.2.2 the student withdrew from the course and returns home before a course commences because of Compassionate and Compelling circumstances.

### **3.3 Notification Obligations**

3.3.1 The Institute is required to give notice to the Secretary and TPS Director in PRISMS where a student or the Institute may be in default.

### **3.4 Refunds on Withdrawal and Refund Application**

3.4.1 Refunds on Withdrawal and Refund Application will be issued when the student sends written notice of withdrawal:

- a) more than 28 days before course commencement, 80% of tuition fees will be refunded if a student holds a DIBP approved transfer and unconditional letter of offer to another institution.

3.4.2 Refunds on Withdrawal and Refund Application will not be issued when:

- a) a student sends notice of withdrawal less than 28 days before commencement;
- b) the students' course has already commenced.

### **3.5 Permanent Residency Status**

3.5.1 International students who attain Permanent Residency status will be refunded as follows:

- a) For written notice provided before course commencement- all tuition fees less the administration fee will be refunded
- b) For written notice provided after the course has commenced – no refund

### **3.6 No Refund**

3.6.1 No refund will be granted to students:

- a) in breach of the conditions of their visa
- b) where enrolment is cancelled due to breach of the Student Code of Conduct Policy
- c) in breach of academic course progress requirements for International students.

### **3.7 Refund of Service Fees**

3.7.1 Accommodation arrangement fees will be refunded if notice is provided within ten working days before the student's arrival date

3.7.2 OSHC costs will be refunded if the student has not arrived and has never resided in Australia.

### **3.8 Refund Disputes**

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3.8.1 In the event of a dispute between the Institute and the student, the dispute will be resolved in accordance with the Student Complaints & Appeals Policy. Where an international student requires an interpreter, an interpreter will be provided.

3.8.2 The Institute’s dispute resolution processes do not circumscribe the student’s right to pursue other legal remedies

**3.9 Refund Payments**

3.9.1 Refunds that are approved will be made within four weeks after receipt of a written claim. If a refund is due to a default by the Institute then all money will be refunded, including tuition and compulsory fees paid, within ten working days of the default date.

3.9.2 Claims for refunds should be made as soon as practicable after the event. Claims must be in writing, with relevant supporting documentation, and should be addressed to the Administrative Officer of International Students Unit.

**3.10 Non Institute fees**

3.10.1 Where the Institute collects fees on behalf of a partner training provider (for example, a holding deposit for a partner training program), refunds will be issued in accordance with that agreement and with the partner’s refund policy.

**4 Definitions**

Acronym/Term	Definition
<p><b>Compassionate and Compelling Circumstances</b></p>	<p>Are generally those beyond the control of the student and they have an impact on the student’s capacity and/or ability to progress through a course. These could include:</p> <ul style="list-style-type: none"> <li>• Serious illness or injury, where medical certificate states that the student was unable to attend classes</li> <li>• Bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided)</li> <li>• Major political upheaval or natural disaster in the home country requiring their emergency travel</li> <li>• A traumatic experience which could include, but is not limited to; involvement in or witnessing of an accident or a crime committed against the student; or the student has been a witness to a crime and this has impacted on the student (these cases should be supported by police or psychologists’ reports).</li> </ul>

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<b>CRICOS</b>	Commonwealth Register of Institutions and Courses for Overseas Students
<b>DIPB</b>	Department of Immigration and Border Protection
<b>International Student</b>	A person holding an Australian Student Visa and is defined as an “overseas student” in the ESOS Act.
<b>OSHC</b>	Overseas Student Health Cover
<b>PRISMS</b>	Provider Registration and International Students Management System
<b>TPS</b>	Tuition Protection Service is a national placement and refund service for all CRICOS providers
<b>the Institute</b>	Sunraysia Institute of TAFE

## 5 Legislative Context

- Education Services for Overseas Students Act 2000
- National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007.

## 6 Associated documents

### 6.1.1 Associated Policies

- Student Complaints & Appeals Policy
- Student Code of Conduct Policy
- International Student Transfer between Registered Providers Policy.

### 6.1.2 Associated Procedures

- International Student Fee Refund Procedure
- Student Complaints Procedure
- Student Reviews and Appeals Procedure

### 6.1.3 Associated Forms

- International Student Withdrawal and Refund Application.

### 6.1.4 Other associated documents

- International Student Refund SOP.

## 7 Responsibility

The Director Education is responsible for ensuring compliance with this policy, and its associated procedures and systems.

## 8 Review Frequency

This policy is to be reviewed every two (2) years, and remains in force as amended from time to time, until rescinded.

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**Authorised by:** Board

**Endorsed by:** the Executive

**Next review date:** 17/08/2018

**Maintained by:** Geoff Dea

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