

## PP05 REFUND POLICY AND PROCEDURE V8.4

### PURPOSE

To provide for the appropriate handling of student's payments and to facilitate refunds in the case of cancellation by either party. The refund process will allow students the option to disengage from training in a manner in which a negative impact may be either nullified or reduced, depending upon notification time frames.

Unless otherwise stated, any refund of fees will only be granted in accordance with this policy. The terms and conditions of this policy apply to all students, whether they are waiting to commence or are continuing studies.

Details concerning the scope of Southern Cross Education Institute Refund Policy are to be clearly disseminated to prospective students prior to contractual arrangements being made, this dissemination is in the form of the Student Handbook, Application for Enrolment and Letter of Offer.

This agreement, and the availability of complaints and appeals processes, does not negate the rights of the student to take action under Australia's consumer protection laws.

### SCOPE

This policy covers the refunds process for all fees payable for training services provided within Southern Cross Education Institute's scope of registration, in accordance with the ESOS Act and the National Code.

This policy and procedure applies to all staff of Southern Cross Education Institute who are responsible for the processing of refunds and/or collecting outstanding tuition fees and/or attending to student queries in respect to refund and payable tuition fees.

### DEFINITIONS

<b>Provider Default</b>	Under section 46A of the ESOS Act a registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if: <ul style="list-style-type: none"> <li>● the provider fails to start providing the course to the student at the location on the agreed starting day; or</li> <li>● after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.</li> </ul>
<b>SCEI</b>	Southern Cross Education Institute
<b>Student</b>	Active, on-campus student with a current course of enrolment with Southern Cross Education Institute. Includes a person (whether within or outside Australia) who holds a student visa as defined by the ESOS Act, but does not include students of a kind prescribed in the ESOS Regulations
<b>Student Default</b>	An overseas student or intending overseas student defaults, in relation to a course at a location, if: <ol style="list-style-type: none"> <li>a) 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); or</li> <li>b) the student withdraws from the course at the location (either before or after the agreed starting day); or</li> <li>c) the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events: <ol style="list-style-type: none"> <li>i. the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;</li> <li>ii. the student breached a condition of his or her student visa;</li> <li>iii. misbehaviour by the student.</li> </ol> </li> </ol>
<b>Tuition Fees</b>	Fees an education provider receives, directly or indirectly, from a student that relates to the provision of a course that the education provider is providing, or offering to provide, to the student

<b>Unit of Study</b>	A VET unit of study approved for VET Student Loan that a student may undertake with SCEI, for which the student may access VET Student Loan assistance to pay for all or part of their tuition.
<b>Unused Tuition Fees</b>	The amount of fees paid for the study period that a student withdraws from before that study period commences.
<b>National Code</b>	The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students, established pursuant to Part 4 of the ESOS Act, as amended from time to time.
<b>DHA</b>	Department of Home Affairs
<b>TPS</b>	Tuition Protection Service
<b>VET Student Loan</b>	From 1 January 2017, VET Student Loans replaces the VET FEE-HELP scheme

## POLICY

1. The refund process reflects the commitment by SCEI to hold places as booked by students and the amount of administrative resources consumed at the various stages.
2. SCEI in considering a request for a refund of tuition fees must comply with relevant legislation provisions.
3. Material fees and other charges are not eligible for refund as they are supplied to and/or used by the student.
4. Any commission paid to an agent in relation to the student's recruitment shall be deducted from the above refund.
5. SCEI will not provide refund if misleading or fraudulent information or documentation is provided by the student.
6. SCEI reserves the right to amend refund terms and conditions at any time to ensure compliance with applicable State and Federal legislation.
7. A refund of tuition fees will be considered when a student submits a completed FOR11 Application for Refund form and in line with this policy and procedure. The date the written notice is received by SCEI is the DEFAULT DATE, and is the date used for the calculation of any refund and/or cancellation.
8. All refund information is made available to students through the enrolment process and is included on the student enrolment agreement form and or Letter of Offer, which the student acknowledges and agrees to, on signing the student enrolment agreement form / acceptance advice.
9. Refunds will be paid to the same person or body from whom the payment was received on behalf of the student in Australian Dollars, unless the student/payee provides written directions to pay another party.
10. Refund application WILL NOT be processed where the signature on the refund application form DOES NOT match the student's signature (when under 18, Guardian or parent signature) as shown on other documents provided by the student for admission to SCEI.

## PROCEDURE

### 1. International Students

- 1.1. In the unlikely event of Provider Default:
  - 1.1.1. students will be eligible for a refund of any 'unspent pre-paid tuition fees'.
  - 1.1.2. refunds under Provider Default will be paid in full within four (4) weeks
  - 1.1.3. SCEI may arrange for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding course money. Where the student agrees to this arrangement, SCEI will not be liable to refund the money owed for the original enrolment. If the student chooses to be placed in another course, the student will be required to sign a document to indicate that the student accepts the course place.
- 1.2. An international student who withdraws from a course for any reason, excluding visa rejection, up to and including ten weeks before course commencement will receive a full refund of fees minus the registration fee (non-refundable).
- 1.3. In the case where an international student's visa is rejected due to providing misleading or fraudulent information to DHA, SCEI will not provide any refund to the student.

- 1.4. In all the other cases then above where an international student's visa application is rejected due to some other reasons, the tuition fees will be refunded. The FOR11 Application for Refund form must be completed and accompanied by a certified copy of the visa rejection letter from DHA.
- 1.5. In the case where an international students visa extension application is rejected by DHA or DHA cancels the students existing visa:
  - 1.5.1. If this occurs prior to course commencement a full refund of fees will be paid
  - 1.5.2. If this occurs after course commencement, there will be no refund of fees for the current study period. Where tuition fees have been paid for future study periods, a full refund will apply.

## **2. Domestic (including VET Student Loan) Students**

- 2.1. A student who formally withdraws from a unit of study on or before the census date for their course:
  - 2.1.1. is entitled to a refund of their tuition fees; and
  - 2.1.2. Does not incur a VET Student Loan debt.
- 2.2. A student who formally withdraws from a unit of study after the census date for their course:
  - 2.2.1. is not entitled to a refund; and
  - 2.2.2. will incur the full VET Student Loan debt liability.
- 2.3. A student who formally withdraws from a unit of study after the census date, due to special circumstances, may apply for their VET Student Loan debt to be remitted, refer to PP45 Student Review Requirements & Re-crediting a VET Student Loan Balance Policy and Procedure

## **3. Applying for Refund**

- 3.1. All applications for refund must be made in writing by completing FOR11 Application for Refund form and submitted to the Student Administration Department who will then forward it on to the Accounts Department for consideration and processing.
- 3.2. All applications for refunds will be processed by the Accounts Department within seven (7) days from the date of lodgment of a completed FOR11 Application for Refund form.
- 3.3. If the student is entitled to a refund, the payment shall be made within four (4) weeks of receiving the student's FOR11 Application for Refund form.

## **4. Appealing Refund Decisions**

- 4.1. If a student to appeal the decision of their application for a refund, they may do so by following PP11 Complaints and Appeals Policy and Procedure, available at [www.scei.edu.au](http://www.scei.edu.au)
- 4.2. This PP11 Complaints and Appeals Policy and Procedure does not remove a student's right to take action under Australia's consumer protection laws.
- 4.3. SCEI's dispute resolution processes does not remove the student's right to pursue other legal remedies where they feel necessary.

## **5. The Tuition Protection Service (TPS)**

- 5.1. Southern Cross Education Institute, at its own cost, participates in the Tuition Protection Service (TPS) to protect the interest of both SCEI and its students. TPS is an initiative of the Australian Government to assist both, international students as well domestic student studying accessing VET student loans, whose education providers are unable to fully deliver their course of study. The TPS ensures that students are able to either:
  - 5.1.1. complete their studies in another course or with another education provider, or
  - 5.1.2. receive a refund of their unspent tuition fees.

5.2. In the unlikely event the education provider is unable to deliver a course that the student has paid for and does not meet their obligations to either offer an alternative course that the student accepts or pays the student a refund of the unspent prepaid tuition fees (this is called a provider's 'default obligations'), the TPS will assist the student in finding an alternative course or to get a refund if a suitable alternative is not found.

5.3. The Tuition Protection Service (TPS) aims to protect the considerable investment international students make in Australian education, and to protect and enhance Australia's global reputation.

**Table One**

Situation	Eligible Refund	Evidence
<b>Enrolment Fee</b>	Non-refundable	N/A
<b>Visa refusal prior to course commencement</b>	Full refund of tuition fee not including enrolment fee 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 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.	FOR11 Application for Refund form Proof of VISA Refusal
<b>Visa refusal prior to course commencement due to providing misleading or fraudulent information to DHA</b>	No refund of tuition or enrolment fee	FOR11 Application for Refund form Proof of VISA Refusal
<b>Visa cancelled due to actions of the student</b>	No refund of tuition or enrolment fee	FOR11 Application for Refund form Proof of VISA cancellation notice
<b>Visa extension is refused by DHA</b>	Return of unused tuition fees	FOR11 Application for Refund form Proof of VISA Refusal
<b>Withdraws from course at least 10 weeks prior to agreed start date (student default)</b>	Full refund not including enrolment fee	FOR11 Application for Refund form
<b>Withdraws from course at least 4 weeks prior to agreed start date (student default)</b>	75% refund not including enrolment fee	FOR11 Application for Refund form
<b>Withdraws from course 2- 4 weeks prior to agreed start date (student default)</b>	25% refund not including enrolment fee	FOR11 Application for Refund form
<b>Withdraws from course less than 2 weeks prior to the agreed start date (student default)</b>	No refund of tuition or enrolment fee	FOR11 Application for Refund form
<b>Withdraws from course on or after the agreed start date (student default)</b>	No refund of tuition or enrolment fee	FOR11 Application for Refund form
<b>Abandonment without notice</b>	No refund and the balance of all outstanding fees for the course to be invoiced to the student	N/A
<b>Withdrawn by SCEI (Before the agreed start date)</b>	Full refund including enrolment fee	FOR11 Application for Refund form Notice received from SCEI.
<b>SCEI is unable to provide the course after course start date (for which the original offer was made)</b>	Return of unused tuition fees. Pre-paid fees may be transferred to an alternative enrolment where the student agrees	FOR11 Application for Refund form Notice received from SCEI.
<b>The course is not provided fully to the student because SCEI has a sanction imposed by the government regulator</b>	Return of unused tuition fees	FOR11 Application for Refund form Notice received from SCEI.
<b>Recognition of Prior Learning (RPL) fees</b>	No refund if Statement of Attainment provided	N/A
<b>Compulsory Health Insurance (Student Visa holders only)</b>	Refer to Overseas Student Health Cover provider	FOR11 Application for Refund form
<b>Homestay fees and accommodation booking fee (if applicable)</b>	Full Refund of unused fees if two weeks' notice is given	FOR11 Application for Refund form
<b>Airport Pick-up (if applicable)</b>	Full Refund if service cancelled prior to flight arrival	FOR11 Application for Refund form
<b>Transfer to another provider</b>	Return of unused tuition fees	FOR11 Application for Refund form

### RELATED DOCUMENTS

FOR11 Application for Refund form  
PP11 Complaints and Appeals Policy and Procedure

### LEGISLATIVE CONTEXT

Education Services for Overseas Students Act 2000 (ESOS Act); Section 46 and 47  
Standards for Registered Training Organisations (RTOs) 2015: Standard 3  
National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 2, element 2.1.7;  
Standard 3  
VET Student Loans Bill 2016

### RESPONSIBILITIES

Responsibility for implementation of the policy and procedure are:

- Chief Executive Officer
- Campus Manager
- Accounts Manager
- Accounts Officer

Responsibility for monitoring the implementation and compliance of this policy and procedure are:

- Chief Executive Officer
- Campus Manager
- Compliance Manager

<b>Author</b>	Compliance Manager
<b>Approved by</b>	Chief Executive Officer
<b>Effective date</b>	9/01/2019
<b>Version</b>	v8.4
<b>Review date</b>	January 2021