

Refund Policy

Section 1 - Purpose

- (1) This policy sets out the conditions under which the refund of program fees may be granted to students, and defines how refunds will be administered by Sydney Institute of Business and Technology (SIBT).
- (2) This policy must be read and understood in conjunction with SIBT policies, including but not limited to:
 - a. Student Deferral or Withdrawal Policy
 - b. Student Complaint and Appeal Policy
 - c. The Tuition Protection Service (TPS) – <https://tps.gov.au>
 - d. Education Services for Overseas Students (ESOS) Act 2000,
 - e. Education Services for Overseas Students Regulations 2019
 - f. The National Code of Practice for Providers of Education and Training to Overseas Students 2018
 - g. Higher Education Support Act (HESA) 2003

Section 2 – Definitions

- (3) For the purpose of this policy:
 - a. *Domestic Student*

A person who is an Australian or New Zealand citizen or the holder of a permanent residency visa or permanent humanitarian visas.
 - b. *Overseas Student*

A person (whether within or outside Australia) who holds a student visa as defined by the ESOS Act.
 - c. *Payment Plan*

Student fee Payment Plans are intended to assist students who can demonstrate financial hardship and who cannot pay their fees in full by the due date.
 - d. *Packaged Program*
 - I. A program that includes multiple programs, which may or may not be wholly provided by SIBT.
 - II. Unit - Single subject of study which is completed in one session
 - III. Program – Is comprised of a number of units which make up a qualification (e.g. Diploma)
 - e. *Session Fees*

One full time session of study in any Diploma or Foundation program at SIBT. Full time study load normally consist of 3 units of study in Diploma course and 4 units of study in Foundation courses.

Section 3 – Application

- (4) This policy applies to previous, prospective and current SIBT students (including student applicants).
- (5) SIBT is committed to the value of fairness and accepts that in certain circumstances students will be entitled to a full or partial refund of program fees.



- (6) Once an applicant accepts a place offered by SIBT and pays fees, or submits a Request for FEE-HELP, a binding contract is created between the student and SIBT.
- (7) A student may cancel their enrolment in a unit or program at any point in time. Depending on the timing of that request a student may be subject to a cancellation charge as outlined in the tables below. For the purpose of this policy, cancellation charges for withdrawal from the program will be based on session fees which are defined as one full time session of study in any program at SIBT.
- (8) Notification of a refund request must be made in writing to SIBT via submission of a completed Refund Request Form. This should be completed in consultation with SIBT Student Support or with Admissions for students who have not commenced. The date that this completed form and supporting documentation are received by SIBT is when the Refund Policy will take effect.
- (9) No refunds are given for tuition fees unless the student has completed, cancelled or withdrawn from their program. It is the responsibility of the student to be aware of any refunds available on their account under this policy and to maintain current contact details.

Section 4 - Timing of Refunds

- (10) Late payment and cancellation charges and are non-refundable.

All requests for refunds of fees must be made using SIBT Refund Request Form. The form must be submitted by the student with the required documentation, or in the event that the student does not have the capacity to do so, or is Under 18, by the student's parent or legal guardian. The cancellation fee will be calculated as shown in Table 1 below.

Where a student is entitled to a refund of fees under this policy, the refund will be paid within four (4) weeks of approving the refund.

Section 5 - International Students

- (11) All international students are subject to these cancellation fees for all Foundation and Diploma, programs:

Where a visa renewal is rejected due to a breach in visa conditions subsequent to them commencing studies at SIBT, the student was withdrawn from SIBT and the cancellation fee will be calculated as shown in Table 1.

A student who fails to meet the entry requirements for their program and who is therefore forced to withdraw, will be charged an administrative fee of \$500.

The census date for each session is the end of week four of the session. Where a student requests withdrawal from a program(s) after the end of week four of the session, cancellation charges will be calculated as shown in Table 1.

A student who withdraws from a program prior to the commencement of classes, or after the commencement of classes will be subject to cancellation fees calculated as outline in Table 1.



Table 1

Notification Period	Administration Fee (per ESOS Regulation 7.3(c))
Visa Refusal	
Visa Refusal (Proof of refusal necessary)	A\$500
Notification Period	Cancellation Fee
Notification received prior to commencement of classes in any session:	
Withdrawal from program	
More than 10 weeks	A\$500
More than 4 weeks and up to 10 weeks	30% of the session fees + A\$500 administration fee
4 weeks or less	60% of the session fees + A\$500 administration fee
Notification received after commencement of classes in any session:	
Withdrawal from single unit(s)	
Weeks 1 to 4	No penalty (100% of Unit fee credited to following Study Period or FEE-HELP debt)
Week 5 to Week 13	100% of the unit fee
Withdrawal from program	
Weeks 1 to 4	70% of session fees + A\$500 administration fee
Week 5 to Week 13	100% of the program fees

Please note: An academic penalty will be applied for withdrawal after Week 8. A “Withdrawal with Failure” grade will be applied to the program.

Section 6 - Domestic Students

(12) A domestic student who withdraws from a unit(s) prior to the census date for that session will not be liable for tuition fees for that unit(s) or, if applicable, will not incur a FEE-HELP debt for that session. The census date for each session is the end of week four of the session. Where a student requests withdrawal from a unit(s) after the end of week four of the session, cancellation charges will be calculated as shown in Table 2.

A domestic student who withdraws from a program prior to the census date for that session will not be liable for tuition fees for that program, or if applicable, will not incur a FEE-HELP debt. The census date for each session is the end of week four of the session. They will incur a cancellation charge of \$500 which, if applicable is not covered by FEE-HELP. Where a student requests withdrawal from a program after the end of week four of the session, cancellation charges will be calculated as shown in Table 2.

Table 2

Notification Period	Cancellation Fee
Withdrawal from single unit(s)	
Weeks 1 to 4	No penalty or FEE-HELP debt (100% of Unit fee credited to following Study Period or FEE-HELP debt)
Week 5 to Week 13	100% of the unit fees and liable for FEE-HELP debt
Withdrawal from program	
Weeks 1 to 4	A\$500 for students who pay fees
Weeks 1 to 4	No penalty for FEE-HELP students
Week 5 to Week 13	100% of the session fee and liable for FEE-HELP debt

Section 7 – Other conditions

(13) Compassionate and Compelling Circumstances

A student whose cancellation of enrolment was due to compassionate and compelling circumstances can request that cancellation charges be waived or reduced or, if applicable, request a remission of their FEE-HELP debt. Requests should outline the reasons for the withdrawal and include documentary evidence such as medical certificates to support the request. Requests must be made in writing within twelve months of the date of the withdrawal request or the conclusion of the session in which the unit(s) were undertaken.

(14) Compassionate and compelling circumstances as defined by National Code 2018, Standard 9 are:

- serious illness or injury, where a medical certificate states that the overseas student was unable to attend classes;
- bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided);
- major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the overseas student's studies;
- a traumatic experience, which could include:
 - involvement in, or witnessing of a serious accident; or
 - witnessing or being the victim of a serious crime, and this has impacted on the overseas student (these cases should be supported by police or psychologists' reports)
- where the registered provider was unable to offer a pre-requisite unit, or the overseas student has failed a prerequisite unit and therefore faces a shortage of relevant units for which they are eligible to enrol.

(15) Other Conditions

SIBT reserves the right to withdraw a program or unit(s) from offer at its own discretion. If a student is unable to enrol in a similar program or unit(s) at SIBT and the enrolment is cancelled, all fees paid will be refunded.

In the event of default by SIBT as the provider, the provisions of the Education Services for Overseas Students (ESOS) Act 2000, Education Services for Overseas Students (ESOS) Regulations 2019 and the Higher Education Support Act (HESA) 2003 will apply. The refund will be paid to you within 2 weeks of the day on which the program ceased being provided. Alternatively, students may be offered

enrolment in an alternative program by SIBT at no extra cost to you. Students have the right to choose whether they would prefer a full refund of program fees, or to accept a place in another program. If students choose placement in another program, SIBT will ask the student to sign a document to indicate that they have accepted the placement. If SIBT is unable to provide a refund or place students in an alternative program you will be covered by the Tuition Protection Service (TPS). The TPS will attempt to place you in a suitable alternative program or, if this is not possible, you will be eligible for a refund. All refunds will be paid into the same account from which the payment was made to SIBT. For more information please visit <https://tps.gov.au>.

- (16) Students who dispute SIBT's decision regarding a refund can lodge an appeal under the Student Complaints and Appeals Policy to have the decision reviewed. This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.
- (17) All refund payments will be made in Australian Dollars (AUD). Where it is necessary for SIBT to convert the refund into a currency other than Australian dollars in order for the payment to be made, it will be converted using the exchange rate on the day the payment is made. SIBT will not be responsible for fluctuations in exchange rates.

Refunds will be paid to the person who enters into the contract with SIBT (normally the student), unless the person gives a written direction to SIBT to pay the refund to another person.

Payments received via credit card will be refunded to the originating credit card account.

- (18) A student whose enrolment is terminated by SIBT during the program of a session as a result of seriously breaching SIBT rules will not be entitled to any refund of fees with respect to that session.

A student whose enrolment is terminated by SIBT at the end of a session will be charged a cancellation fee of \$500.

A student who fails to re-enrol in a session by the last day to enrol will be deemed to have withdrawn from their program. Cancellation charges will be applied and effective from that date.

If a student wishes to defer enrolment until a later session, SIBT will hold the fees paid until commencement, without penalty. Deferrals will only be accepted until the end of week 4, except where there is evidence of compassionate or compelling circumstances. Students who defer and then subsequently withdraw from the program will be liable to the refund policy from the date of the original application for the deferral, regardless of a subsequent offer being made.

- (19) If a student is found to have provided false or misleading information at any time, SIBT reserves the right to retain up to 100% of any fees paid. In the event that the student has enrolled SIBT may terminate that student's enrolment.
- (20) SIBT will use its best endeavours to ensure that students are aware of any available refunds under this policy, however, it is the responsibility of the student to be aware of any available refunds on their account and to maintain current contact details. Any balance remaining on the student account three months after the student has completed, cancelled or withdrawn from the program will be forfeited. Students can access their account details through SIBT's student portal.
- (21) Refund of Overseas Student Health Cover (OSHC) premiums can only be considered in accordance with the refund policy of the OSHC provider. If any current student withdrawn from the program, SIBT will cancel his or her health cover from the date his or her eCoE has been cancelled.
- (22) If part of a packaged program is provided by an external party the refunds relating to that part of a program will not be covered by this policy.



- (23) Refunds will be granted according to the following guidelines. Any request which falls outside these guidelines will be referred to the College Director and Principal or their nominee, for consideration and decision.
- (24) SIBT may commence applicable disciplinary procedures if a person to whom this policy applies breaches this policy (or any of its related procedures).

AMENDMENT HISTORY

Department:	Student Administration	
Approval Authority:	SMT	
Initial Approval Date:	07/10/15	
Date for Next Review:	06/12/2021	
Revision Date		
Version		
Summary of changes		
07/10/15	01	Combined the International Student Refund Policy and the Local Student Refund Policy into the Refund Policy. Table 1 and Table 2 have had more information added to them. Approved by SMT.
01/07/16	02	Policy updated
30/10/17	03	Policy reviewed and updated by Finance (17)
6/12/18	04	Policy reviewed and updated and approved by SMT
3/12/2020	05	Policy review and update. Inclusion of definition of compassionate and compelling circumstances as per National Code 2018, update to Visa Refusal cancellation fee, update to definition of "domestic student" student to include humanitarian visa.