

# Refund Policy

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## 1. Purpose

This policy sets out the conditions under which the refund of course fees may be granted to students, and defines how refunds will be administered by Sydney Institute of Business and Technology (SIBT).

## 2. Application

This policy applies to intending, current and previous SIBT students.

## 3. Overview

The Institute is committed to the value of fairness and accepts that in certain circumstances students will be entitled to a full or partial refund of course fees.

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.

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 semester fees which are defined as one full time semester of study in any program at SIBT (12 credit points).

Notification of withdrawal from a program must be made in writing to SIBT via submission of a completed Withdrawing from a Program or Unit Form or a Deferring from a Program Form. These are to be completed in consultation with the SIBT Student Welfare Advisor or with Admissions for students who have not commenced. The date that these completed forms and documentation are received by SIBT is when the Refund Policy will take effect.

No refunds are given for tuition fees unless the student has completed, cancelled or withdrawn from their program.

## 4. Timing of Refunds

Late payment and cancellation charges and are non-refundable.

All requests for refunds of fees must be made online at: <https://forms.sibt.nsw.edu.au/refundrequest>. 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 1.0 below.

Where a student is entitled to a refund of fees under this policy, the refund will be paid within four (4) weeks of receiving the completed refund request form and all the required information.

## 5. International Students and all Certificate and Foundation Students

All international, Certificate and Foundation students are subject to these cancellations.

Where a visa renewal is rejected due to a breach in visa conditions subsequent to them commencing studies at SIBT, the student was withdraw 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 semester is the end of week four of the semester. Where a student requests withdrawal from a program(s) after the end of week four of the semester, cancellation charges will be calculated as shown in Table 1.

An international or Certificate or Foundation student who withdraws from a program prior to the commencement of classes, or after the commencement of classes will be subject to cancellation charges calculated as outline in Table 1.

**Table 1**

Notification Period	Administration Fee (per ESOS Regulation 3.19(2))
<b>Visa Refusal</b>	
Visa Refusal (Proof of refusal necessary)	A\$200
Notification Period	Cancellation Fee
<b>Notification received prior to commencement of classes in any semester:</b>	
<b>Withdrawal from program</b>	
More than 10 weeks	A\$500
More than 4 weeks and up to 10 weeks	30% of the semester fees + A\$500 administration fee
4 weeks or less	60% of the semester fees + A\$500 administration fee
<b>Notification received after commencement of classes in any semester:</b>	
<b>Withdrawal from single unit(s)</b>	
Weeks 1 to 4	No penalty
Week 5 to Week 13	100% of the unit fee
<b>Withdrawal from program</b>	
Weeks 1 to 4	70% of semester 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.**

## 6. Domestic Diploma Students

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

**Table 2**

Notification Period	Cancellation Fee
<b>Withdrawal from single unit(s)</b>	
Weeks 1 to 4	No penalty or FEE-HELP debt
Week 5 to Week 13	100% of the unit fees and liable for FEE-HELP debt
<b>Withdrawal from program</b>	
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 semester fee and liable for FEE-HELP debt

## 7. Exceptional Circumstances

A student whose cancellation of enrolment was due to exceptional 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 semester in which the unit(s) were undertaken.

## 8. 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 2001 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 course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by SIBT at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement. If SIBT is unable to provide a refund or place you in an alternative course you will be covered by the Tuition Protection Service (TPS). The TPS will attempt to place you in a suitable alternative course 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>.

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.

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.

A student whose enrolment is terminated by SIBT during the course of a semester as a result of seriously breaching SIBT rules will not be entitled to any refund of fees with respect to that semester.

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

A student who fails to re-enrol in a semester 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 semester, 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 course will be liable to the refund policy from the date of application for the deferral.

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.

If SIBT is unable to contact a former student to arrange the refund of an overpayment, the funds will be held for a maximum of six years, at which time the credit balance greater than \$100 will be transferred to the Office of State Revenue (OSR). Accounts with balance less than or equal to \$100 will be forfeited to SIBT. Where the Institute has passed the funds to the Office of State Revenue students are advised to access the OSR online search functionality from [www.osr.nsw.gov.au](http://www.osr.nsw.gov.au) and make a claim to recover funds online.

Refund of OSHC premiums can only be considered in accordance with the refund policy of Allianz Global Assistance: <https://www.oshcallianzassistance.com.au/>. If any current student withdrawn from the course, SIBT will cancel his health cover from the date his eCoE has been cancelled.

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.

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.

SIBT may commence applicable disciplinary procedures if a person to whom this policy applies breaches this policy (or any of its related procedures).

## 9. Definitions

- **Domestic Diploma Student**

A person who is an Australian or New Zealand citizen or the holder of a permanent residency visa and must be undertaking a Diploma level Program.

- **Overseas Student**

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

- **Payment Plan**

Student fee Payment Plans are intended to assist students who can demonstrate financial hardship and who cannot pay their account in full by the due date.

- **Packaged Program**

A program that includes multiple programs, which may or may not be wholly provided by SIBT.

Unit

Single subject of study which is completed in one semester

Program

Is comprised of a number of units which make up a qualification (eg Diploma or Certificate)

- **Semester Fees**

One full time semester of study in any program at SIBT (12 credit points)

## 10. Related Documents

- Student Deferral or Withdrawal Policy
- Assessment Policy
- The Tuition Protection Service (TPS) – <https://tps.gov.au>
- Education Services for Overseas Students (ESOS) Act 2000,
- Education Services for Overseas Students (ESOS) Regulations 2001

- Overseas Students 2007 (the National Code 2007)
- Higher Education Support Act (HESA) 2003

**AMENDMENT HISTORY**

<b>Department:</b>	Finance	
<b>Approval Authority:</b>	SMT	
<b>Approval Date:</b>	07/10/15	
<b>Date for Next Review:</b>	October 2018	
<b>Revision Date</b>		
<b>Version</b>	<b>Summary of changes</b>	
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