

Cancellation and Refund Policy and Procedure

1. Policy Statement and Purpose

This policy and procedure outlines the circumstances under which Study Group Australia Pty Ltd (SGA) will refund tuition fees and other course related money paid by, or on behalf of a student, and sets guidelines on eligibility criteria and on process of refund calculation.

This policy and procedure has been developed to ensure compliance with legislation, SGA rules, audit and financial management requirements, and to ensure adequate controls are in place to minimise delays.

The process of applying for admission to an SGA course commences with the applicant submitting an Application for Admission. This is assessed by suitably qualified staff to ascertain the applicant's eligibility for entry to the preferred course. If the applicant satisfies the relevant entry criteria, a Letter of Offer is issued with the Acceptance of Offer and important supporting documents, including a list of fees due and SGA's Cancellation and Refund Policy and Procedure. The Acceptance of Offer must be signed by the applicant (or his/her parents/guardians if the applicant is under 18 years of age) and submitted to the Institution before fees can be accepted. The Letter of Offer and Acceptance of Offer, including Terms and Conditions and policies, then constitute the Contract of Enrolment (the 'Contract'). The contract requires the student to confirm their acceptance of the Institution's terms and conditions, including (but not limited to) the SGA Cancellation and Refund Policy and Procedure as updated from time to time.

2. Scope

This policy applies to all enrolled students of a High School, Foundation¹, ELICOS or Higher Education course delivered and awarded by an SGA College listed in the footer of this document, and to staff of these colleges.

This policy also extends to students previously enrolled, not currently enrolled and students who are on program leave, where the relevant fee liability was incurred while they were enrolled or is directly related to their enrolment.

3. Definitions

In the context of the policy the following definitions apply:

Attested/certified means to bear witness to; certify; declare to be correct, true, or genuine; declare the truth of, in words or writing, especially affirm in an official capacity: to **attest** the truth of a statement

Cancellation means ceasing of course enrolment initiated by SGA¹.

Attestors means persons in the designated list of occupations and professions who can certify copies of original documents such as JP (Justice of Peace), Notary Public, officers of diplomatic missions and some designated government institutions who may vary by country.

Compassionate or compelling circumstances are generally those beyond the control of the student and which have an impact upon the student's course progress or wellbeing. These could include, but are not limited to:

¹ **Note:** Student or provider initiated deferment, suspension or cancellation of enrolment may affect a student's visa. For further details, refer to the *SGA Deferment, Suspension, Withdrawal or Cancellation of Enrolment Policy*.

- serious illness or injury, where a medical certificate states that the 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 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 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.

SGA will use its professional judgement and assess each case on its individual merits. When determining whether compassionate or compelling circumstances exist, SGA will consider documentary evidence provided to support the claim, and will keep copies of these documents in the student's file.

Domestic student means a student who is enrolled in a unit of study at an SGA college who is an Australian citizen (including Australian citizens with dual citizenship), or a student who is a New Zealand citizen or a student who has Permanent Resident Status.

Deferment means the postponement of commencement of course initiated by student or SGA (see also Suspension)¹.

National Code means the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (and subsequent amendments) which outlines nationally consistent standards for the conduct of registered providers and the registration of their programs.

Overseas Student means a person (whether within or outside Australia) who holds a student visa for study in Australia as defined by the ESOS Act (may also be referred to as international student).

Principal Course means the main course of study to be undertaken by an overseas student. If the student visa has been issued for multiple courses of study, i.e. a 'package' of courses, the principal course would normally be the final course of study and that leads to the highest qualification in the 'package'. Where a student visa has been issued for only one course, that course is the student's principal course of study.

PRISMS means the Provider Registration and International Student Management System (PRISMS), the system used by providers to provide information to the Secretary of the Department of Education in connection with an overseas student's course enrolment.

Suspension means temporarily putting a commenced course on hold, initiated by the student or by SGA¹.

Termination – see Cancellation¹.

Tuition Fees means the fees paid for tuition in an enrolled unit of study.

Withdrawal means ceasing a course of enrolment initiated by student – see Cancellation¹.

4. Cancellation Policy – International Students

If the student chooses to cancel the Contract after commencing studies but before completion of the qualification, he/she may remain liable to pay the full tuition fees and the costs incurred by the Institution in recovering any outstanding monies, including but not limited to debt collection agency fees and solicitors' costs, if applicable.

All notifications of withdrawal from the Contract must be made in writing on the College's related withdrawal form as instructed on the form. The Institution will then advise the Department of Home Affairs (DHA) as the student's visa will be affected.

A student wishing to cancel his/her enrolment in order to transfer to another training provider prior to having completed at least six months of the principal course of study applicable to his/her visa, should refer to the SGA International Student Transfer Policy and Procedure for further information.

5 Refund Policy – International Students

In the event of a dispute between an overseas student and the Institution in relation to payment or refund of money, the student should refer to SGA Student Complaints and Appeals Policy and Procedure.

Any queries relating to tuition fees and other charges payable to the Institution will initially be dealt with by the Head of College² (or delegate, e.g. Campus Bursar). Should the student remain dissatisfied with the outcome, he/she may make a formal complaint. (Refer to SGA Student Complaints and Appeals Policy and Procedure for further information).

The Contract, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

5.1 Tuition Fee Refund – International Students

- i) All requests for refunds must be made in writing on the SGA Request for Refund form.
- ii) Enrolment fees are non-refundable except where a student visa application is rejected as a result of Study Group error.
- iii) In the event that the student's Application for Admission is refused, the Institution will refund all tuition fees paid and without any deduction, within 28 days.
- iv) The Institution agrees to refund within 28 days, fees paid where the student produces certified evidence that the application made by the student for a student visa has been rejected by the Australian Immigration authorities.
 - a) If a visa application is rejected before the student commences the course, the amount of the refund is the fees paid by or on behalf of the student, minus the lesser of the following amounts that will be retained:
 - 5% of the amount of fees received (pre-paid tuition fees, non-tuition fees);
 - \$500.
 - b) If a visa application is rejected after the student has commenced the course, the amount of the refund will depend on any unspent pre-paid tuition fees paid by or on behalf of the student. The non-tuition fees will not be refunded.
- v) Tuition fees are non-refundable in the event where a student's course enrolment is terminated or suspended for misbehaviour, including a serious breach of the Institution rules or a breach of visa conditions, including unsatisfactory attendance or unsatisfactory academic progress. (Information on the Institution's policies, rules and regulations is published on the College websites). Where a student's course enrolment is terminated or suspended during a term of study the student remains liable for all tuition fees incurred for their enrolled studies for that term.
- vi) The Institution will refund within 28 days of the receipt of written notice of cancellation or suspension of course enrolment by the student (or parent or guardian if the student is under 18

² **Head of College** means the most senior staff member for the College (or their delegate). May also be referred to as Centre Director, Principal, or Campus Director.

years of age), tuition fees paid by or on behalf of the student less the amounts to be retained as agreed and as detailed below:

- a) If written notice is received 28 days or more before the date of course commencement, then a non-refundable amount of \$2,500 will be applicable to all enrolments.
 - b) If written notice is received 27 days or less before the date of course commencement, then a non-refundable amount equivalent to 50% of the full tuition fees for the course will be applicable to all enrolments.
 - c) If written notice is received on or after the date of course commencement, there will be no refund of the tuition or enrolment fees offered unless it is on compassionate or compelling grounds.
- vii) The refund will be made payable to the original payee. It is a requirement for the student to attach the copy of the original payment advice and a copy of payee's photo ID along with their refund request for verification purposes. In the instance where the student is onshore and would like to receive the refund in their Australian bank account they are required to submit a written direction from the original payee to SGA to pay the refund to the student directly. The original payee signature on the letter/consent provided should be attested by an attestor.
- viii) The Student can nominate an authorised third party where the payment cannot be transferred to the original payee or student. (This authorised recipient is limited to either a parent or married partner) with a certified copy of their birth or marriage certificate as applicable. In the instance where the student is unable to present any of the mentioned documents they are required to submit a letter (that includes the student and third party photo IDs) attested by an attestor on a recent date. The letter must clarify the student's relationship with the third party mentioned above.
- ix) Additionally, all refunds payable to an account other than the original payee's account should also have an attested letter that verifies the student's signature on the student refund form.
- x) The refund will be made in the same currency as of the fees received by SGA (i.e. AUD), unless payment in that currency is impracticable. The claimant will be provided with a statement of how the refund amount is calculated.
- xi) In the unlikely event that the Institution is unable to deliver the course in full, the student will be offered a refund of the unused portion of prepaid tuition fees. The refund will be paid within 14 days of the day on which the course ceased being provided. Alternatively, the student may be offered enrolment in a suitable alternative course by the Institution at no extra cost. The student has the right to choose whether he/she would prefer a refund of the unused portion of prepaid tuition fees, or to accept a place in another course. If he/she chooses a placement in another course, he/she will be asked to sign a document to indicate the acceptance for the placement. If the Institution is unable to provide a refund or place the student in a suitable alternative course, the Tuition Protection Service (TPS) will assist the student to find a suitable alternative course at no extra cost. SGA complies with all the requirements of the Tuition Protection Service. Further information can be obtained at <https://tps.gov.au>.

5.2 Refunds of incidental fees

5.2.1 Homestay/UniLodge Refund

A student who has requested the Institution to arrange accommodation is responsible for notifying both the institution and accommodation provider about any cancellation or change of their accommodation. The student must apply directly to the accommodation provider for any entitled refund. The amount of refund depends on the accommodation provider's refund policy. Generally:

- i) If a student cancels his/her accommodation booking less than 7 days before arrival, he/she will be charged the Accommodation/Homestay Placement Fee (if applicable), plus a cancellation fee equivalent to 1 week of accommodation.

- ii) If a student cancels his/her accommodation after arrival, 4 weeks of notice is required. Any accommodation fees in excess of the notice period will be refunded less a 10% administration fee.

5.2.2 Overseas Student Health Cover (OSHC) Refund

As a condition of the student visa, all international students must hold valid OSHC for the length of the visa. The Institution will arrange OSHC for the duration of the student's visa. This is payable with the initial tuition payment.

The Institution will arrange cover with an OSHC provider (currently, the OSHC provider is Allianz Global Assistance OSHC). For specific information regarding the cover and services visit the OSHC provider's website. Should the student choose an alternative provider, they must provide evidence of cover for the entire study period before a Confirmation of Enrolment can be issued.

5.2.3 Overseas Student Health Cover (OSHC) refund policy

If the student has not arrived in Australia, the Institution will refund the OSHC directly.

If the student has arrived in Australia and is:

- discontinuing studies and returning home
- transferring to another provider, or
- no longer holding a student visa,

the student must apply directly to their OSHC provider to organise any entitled refund. The OSHC provider's refund policy will apply. Refunds are normally processed on a pro-rata monthly basis. Refund forms are available on the OSHC provider's website. Depending on when the enrolment is withdrawn, cancelled or varied and the related circumstances there may be no entitlement to a refund.

5.2.4 Airport Pickup Refund

A student who has requested the Institution to arrange a pre-paid airport pickup is responsible for notifying both the Institution and the pre-paid airport pickup provider of any changes to their pickup requirements/cancellation of pickup. The pre-paid airport pickup provider's refund policy will apply. For cancellations less than 48 hours before arrival, no refund will apply.

6. Refund and Cancellation Policy – Domestic Students

If after commencing their studies a domestic student chooses to cancel or suspend their course enrolment contract before completion of the qualification, he/she may remain liable to pay the course tuition fees and any incidental fees incurred for the current enrolled semester/trimester/term unless the Head of College (or delegate) deems that special circumstances apply. The costs incurred by the Institution in recovering any outstanding monies, including debt collection agency fees and solicitors' costs will be included, if applicable. All notifications of withdrawal from the Contract must be made in writing on the College's related Cancellation/Withdrawal/Deferral form as instructed on the form.

- i) Where a student's course enrolments is terminated or suspended for misbehaviour, including a serious breach of the Institution rules or a breach of visa conditions, including unsatisfactory attendance or unsatisfactory academic progress, there will be no refund of any money paid. (Information on the Institution's policies, rules and regulations is located on the College websites). Where a student's course enrolment is terminated or suspended during a term of study the student remains liable for all tuition fees incurred for their enrolled studies for that term.
- ii) The Institution will refund within 28 days of the receipt of written notice of cancellation or suspension of course enrolment by the student (or parent or guardian if the student is under 18 years of age), tuition fees paid by or on behalf of the student less the amounts to be retained as agreed on their offer letter.

- iii) All refunds will be paid to the original payee's Australian bank account, therefore students are required to attach the copy of original payment advice and the proof of photo ID for the verification of original payee.
- iv) In the instance where the student would like to receive the refund in their Australian bank account they are required to submit a written direction from the original payee to SGA to pay the refund to the student directly. The signature on the letter/consent provided should be attested by an attestor.

7. Tuition Assurance for Domestic Fee-Paying Students

Tuition Assurance relates to that portion of a student's tuition fees that were paid in advance of that tuition. In the event that SGA ceases to provide a course to enrolled students or trade, students can request to continue their study in a comparable course with an alternative provider, or to discontinue with their studies and obtain a refund for the fees prepaid but unused.

National tuition assurance arrangements for private Higher Education providers changed on 1 January 2018. For more information please visit the education.gov.au website. During these interim changes, please note that tuition fees are no longer assured by the Australian Council for Private Education and Training (ACPET) for full-fee paying domestic students (i.e. students have paid full fees for their studies).

8. Complaints and appeals concerning a refund of fees

8.1 Disputes relating to fees paid to SGA

Any complaints and appeals relating to tuition fees and other charges payable to SGA, or refunds of fees, will initially be dealt with by appropriate staff at the campus.

In the event of a dispute between a student and SGA in relation to payment or refund of money paid to SGA, SGA's Student Complaints and Appeals Policy and Procedure is in place to guide the dispute resolution process.

9. Policy Review

This policy is reviewed at a minimum of once every three years by the policy owner (or delegate) to ensure alignment to appropriate strategic direction and its continued relevance to current and planned operations. The next scheduled review of this document is listed in the document history section of this document.

10. Records

Records in association with this policy will be kept in accordance with SGA's Records Management Policy. Confidential documents related to the implementation of the policy will be maintained according to relevant privacy requirements.

11. Related Documents

SGA Student Privacy Policy, SGA Records Management Policy, SGA Student Complaints and Appeals Policy and Procedure, SGA Deferment, Suspension, Withdrawal or Cancellation of Enrolment Policy and associated forms. Policies and forms can be accessed from the College's Policies webpage.

12. Related Regulations

This policy has been developed in line with requirements set out in the: Education Services for Overseas (ESOS) Act 2000 (and its amendments); National Code of Practice for Providers of Education

and Training to Overseas Students 2018 (the National Code) which complements existing national quality assurance frameworks in education and training including the Higher Education Standards Framework (Threshold Standards), the English Language Intensive Courses for Overseas Students (ELICOS) Standards 2018, the Foundation Standards (operating adjunct to the National Code), the NSW Education Act and related regulations for NSW Education Standards Authority (NESA) registered High Schools, the Tuition Protection Service (TPS), and other Commonwealth and State legislation and regulatory frameworks and standards including the Privacy Act 1988, Corporations Act 2001; and Competition and Consumer Act 2010.

Document Approval

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Policy Owner	Head of Governance, Quality, Compliance and Risk SGANZ		
Policy Custodian	Commercial Finance Director, SGANZ		
Approved by	Managing Director, SGANZ	Date Approved	28 August 2020
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Document History

Commencing Date	Summary of Changes	Next Review Date
12 February 2015	v4.3 Administrative amendments	February 2020
January 2018	v5.1 Administrative amendments	February 2020
15 September 2018	v6.0 Review and amendment to maintain currency with business and regulatory changes.	August 2022
	v6.1 Administrative amendment providing clarity to 5.1(vi)(e) (12 October 2018)	
	v6.2 Minor technical administrative amendments (26 November 2018)	
22 November 2018	v7.0 Addition of definitions and other administrative amendments	November 2023
24 June 2019	v7.1 Administrative amendments and change of policy owner to maintain business currency.	November 2023
28 August 2020	v8.0 Substantive amendment to update policy owner, policy custodian, approval authority and review timeframe, and clarify refundability of enrolment fees at clause 5	August 2023

ⁱ References to Foundation courses herein apply only to Foundation courses delivered and awarded by SGA's Taylors College (Perth campus) and Flinders International Student Centre (CRICOS Provider Code 01682E). They do not apply to the University of Sydney Foundation Program (CRICOS Course Code: 022310D) delivered by SGA's Taylors College (Sydney campus) on behalf of the University of Sydney (CRICOS Provider code 00026A).