

## 1 Purpose

Each prospective international student offered a place to study at Sunraysia Institute of TAFE acknowledges and agrees to the International Student Fee Payment & Refund Policy upon signing the International Student Offer and Acceptance Agreement. The purpose of this policy is to identify the terms and conditions of fee payment and establish criteria for granting refunds to international students for fees paid to the Institute.

## 2 Scope

This policy applies to all future, current and past international students and Institute staff involved in the International Student Fee Payment and Refund Procedure.

## 3 Policy

**3.1** International students who have signed the International Student Offer and Acceptance Agreement are deemed to have agreed to the terms and conditions outlined in this policy.

**3.2** Sunraysia Institute of TAFE reserves the right to amend these terms at any time.

### 3.3 Tuition Fees

3.3.1 Tuition fee information is published on the Institute website and in the International Student Course Guide.

3.3.2 Information on tuition fees and their due dates for individual students is provided in the International Student Offer and Acceptance Agreement.

3.3.3 Tuition fees and course durations are for standard full-time courses where students are progressing without failures.

3.3.4 International Student fee amounts are in Australian dollars.

3.3.5 Sunraysia Institute of TAFE reviews all International Student tuition fees annually. Students who elect to pay tuition fees in advance (i.e. fees for future terms) are guaranteed against future fee increases in those periods.

### 3.4 Fee Payments

3.4.1 Commencing international students are required to pay the tuition deposit fee specified in the International Student Offer and Acceptance Agreement before the issue of a Confirmation of Enrolment (CoE).

3.4.2 The Institute cannot require the student to pay more than 50% of their course tuition fees prior to starting except where the course has a duration of less than 25 weeks; however, the student can choose to pay more than 50% of tuition fees before they start their course.

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- 3.4.3 Continuing international students are required to pay in full the appropriate full-time international student tuition fees one term in advance by the payment due date on an issued invoice. The payment due date is two weeks prior to the term start date.
- 3.4.4 Continuing international students who fail to pay in full by the payment due date will incur a penalty in addition to the tuition fees and face exclusion from classes. Failure to make payment by the due date will result in a 20 working day intention to report to the Department of Home Affairs for non-payment of fees. This may lead to cancellation of enrolment at the Institute and could have student visa implications.
- 3.4.5 Payment Terms and Conditions relating to packaged student offers with a partner provider will differ in accordance with individual partner policies and procedures.

### **3.5 Refunds for Institute Defaults**

- 3.5.1 The Institute will refund all course fees paid by the student in the event that:
  - a) the course is cancelled or undelivered; or
  - b) the commencement of the course is postponed by the Institute for more than four weeks; or
  - c) the student is refused an offer of a place due to capacity limits.
- 3.5.2 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 ten working days of the day on which the course ceased to be provided. If an international student chooses placement in another course, a new International Student Offer and Acceptance Agreement must be signed to indicate the student accepted the placement.
- 3.5.3 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.

### **3.6 Refunds for Non Institute Defaults**

- 3.6.1 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 (unless the refusal is as per clause 3.6.2); or
  - 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; or
  - c) the student withdrew from the course and returns home before a course commences because of compassionate and compelling circumstances; or
  - d) the student does not satisfy conditions attached to the offer and the Institute

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withdraws the offer.

- 3.6.2 If a student receives a visa refusal or withdraws for compassionate and compelling circumstances after they have commenced the course, the Institute will refund all tuition fees paid less the fees incurred for the study period already completed.
- 3.6.3 In the case of an international student withdrawing due to change of mind or where there is an institute determination that compassionate and compelling circumstances do not exist:
- a) 28 days or more before course or term commencement, then 80% of the fees paid in advance will be refunded.
  - b) less than 28 days before course or term commencement, then no refund is granted.
  - c) on or after the day the course or term commences, then no refund is granted.
- 3.6.4 Requests for refunds will only be assessed on receipt of the Withdrawal and Refund Application Form and when accompanied by supporting documentation or evidence.

### **3.7 No Refund**

- 3.7.1 No refund will be granted to international students:
- a) in breach of the conditions of their student 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.
  - d) who have not returned a signed Offer and Acceptance Agreement.
  - e) where a payment or other document provided is deemed to be fraudulent.

### **3.8 Refund of Service Fees**

- 3.8.1 Accommodation arrangement fees will be refunded if notice is provided within ten working days before the student's arrival date.
- 3.8.2 OSHC costs paid directly to the Institute will be refunded if the student has not arrived and has never resided in Australia. If the student has arrived in Australia, the student must request a refund directly from their OSHC provider. If the student purchased OSHC directly from an OSHC provider, they must request a refund from the OSHC provider.

### **3.9 Refund Disputes**

- 3.9.1 In the event of a dispute between the Institute and the student, the dispute will be resolved in accordance with the Complaints & Appeals Policy.

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

### 3.10 Refund Payments

3.10.1 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.

3.10.2 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 International Students Unit.

3.10.3 Refunds will only be paid to the same person or organisation who has paid the fees.

3.10.4 If there are any outstanding monies owed to the Institute, these will be deducted from any refund payment.

### 3.11 Non Institute Fees

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

### 3.12 Permanent Residency Status

3.12.1 International students who attain Permanent Residency status during the course of their studies 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 is payable.

## 4 Definitions

Acronym/Term	Definition
<b>Compassionate and Compelling Circumstances</b>	<p>These could include, but are not limited to, the following circumstances which occur after the student has been issued a Confirmation of Enrolment to study at Sunraysia Institute of TAFE:</p> <ul style="list-style-type: none"><li>• serious illness or injury, where a medical certificate states that the student was unable to attend classes</li><li>• bereavement of close family members such as parents, siblings or grandparents (where possible a death certificate should be provided)</li><li>• major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the student’s studies; or</li></ul>

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Page 4 of 6

	<ul style="list-style-type: none"> <li>• a traumatic experience which could include: <ul style="list-style-type: none"> <li>○ involvement in, or witnessing of a serious accident; or</li> <li>○ 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)</li> </ul> </li> <li>• where the Institute is unable to offer a pre-requisite unit or the international student has failed a prerequisite unit and therefore faces a shortage of relevant units for which they are eligible to enrol; or</li> <li>• inability to begin studying on the course commencement date due to delay in receiving a student visa</li> <li>• other situations at the discretion of the Manager International</li> </ul> <p>Refer to the Guidelines for Assessing Compassionate and Compelling Circumstances.</p>
<b>CRICOS</b>	Commonwealth Register of Institutions and Courses for Overseas Students
<b>ESOS Act 2000</b>	Education Services for Overseas Students Act 2000.
<b>ESOS Legislation Amendment 2012</b>	Education Services for Overseas Students Legislation Amendment 2012.
<b>ESOS Regulations 2001</b>	Education Services for Overseas Students Regulations 2001.
<b>International Student</b>	A person holding an Australian Student Visa and is defined as an "overseas student" in the ESOS Act.
<b>ISU</b>	International Students Unit
<b>National Code</b>	The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018.
<b>OSHC</b>	Overseas Student Health Cover
<b>Package Offer</b>	A combination of Interim Courses leading to a Principal Course on one visa subclass.
<b>PRISMS</b>	Provider Registration and International Students Management System
<b>Program</b>	A selected training course from a Training Package.
<b>the Institute</b>	Sunraysia Institute of TAFE
<b>TPS</b>	Tuition Protection Service is a national placement and refund service for all CRICOS providers

## 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.

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Page 5 of 6

## 6 Associated documents

### 6.1.1 Associated Policies

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

### 6.1.2 Associated Procedures

- Assessment of Compassionate and Compelling Circumstances Procedure
- Complaints and Appeals Procedure – Student and Community
- International Student Course Progress and Intervention Strategy Procedure
- International Student Fee Payment and Refund Procedure

### 6.1.3 Associated Forms

- International Student Withdrawal and Refund Application.

### 6.1.4 Other associated documents

- International Student Application Form
- International Student Offer and Acceptance Agreement
- International Student Refund SOP

## 7 Responsibility

The General Manager Operations 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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Page 6 of 6