

## **Cancellation and Refund Policy and Procedure**

### **1. Policy Statement and Purpose**

This policy and procedure specifies the principles for setting, calculating, charging and re-crediting or refunding of student tuition fees and incidental fees for goods and services paid to Study Group Australia Pty Ltd (SGA) ('the Institution').

The application process of Study Group Australia Pty Ltd (SGA) 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 supportive documentation, including a list of fees due and a summary of the 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, conditions and policies, then constitute the Contract of Enrolment (the 'Contract').

The contract requires the student to confirm that the Institution's terms and conditions, and the refund policy have been clearly explained to him/her.

### **2. Scope**

This policy applies to all enrolled students of a High School, Foundation<sup>1</sup>, ELICOS or Higher Education course delivered and awarded by a SGA College listed in the footer of this document and staff of these colleges.

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

### **3. Definitions**

**Tuition Fees:** Fees paid for tuition in an enrolled unit of study.

### **4. Cancellation Policy – International Students**

If after commencing studies the student chooses to cancel the Contract 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 debt collection agency fees and solicitors' costs, if applicable.

All notifications of withdrawal from the Contract must be made in writing to the College Principal/Campus Director/ Centre Director (or delegate). 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 Student Transfer Policy and Procedure* for further information.

## 5 Refund Policy – International Students

In the event of a dispute between an individual student and the Institution in relation to payment or re-credit or refund of money, grievance procedures are in place to help resolve the dispute. Any queries relating to tuition fees and other charges payable to the Institution will initially be dealt with by the Head of College (or delegate, e.g. Campus Bursar). If the student remains dissatisfied with the outcome, he/she may make a formal complaint. (Refer to Complaints and Appeals Policy and Procedure for further information).

The Contract, and the availability of the complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

### 5.1 Tuition Fee Refund – International Students

- i) All requests for refunds must be made in writing to the Campus Director.
- ii) Enrolment fees are non-refundable.
- iii) The Institution will refund within 28 days and without deduction, all tuition fees paid where the student's Application for Admission is refused by the Institution.
- 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 is any unspent pre-paid tuition fees paid by or on behalf of the student. The non-tuition fees will not be refunded.
- v) Where a student's course of study is terminated for misbehaviour, including a serious breach of the Institution rules or a breach of visa conditions, including poor 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 websites).
- vi) The Institution agrees to refund within 28 days of the receipt of written notice of cancellation 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 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 any money paid unless the Campus Director deems that exceptional circumstances apply.
  - d) If a student withdraws from a course before the agreed commencement date, and the Institution has paid an amount to a representative in relation to recruitment, the refund will be further reduced by that amount.
  - e) The refund will be made payable to the original payee, unless that person gives written direction to SGA to pay the refund to an authorised recipient (authorised recipient is limited to parents or married partners) with a copy of their attested relationship certificate. Additionally, all refunds payable to account other than the original payee should also have an attested letter that verifies student's signature on the student

refund form provided by Study Group. Provision of the refund will be in the same currency as that in which the fees were received unless payment in that currency is impracticable. The claimant will be provided with a written statement that explains how the refund amount was calculated.

- vii) 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 from Australian Education International 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 of their accommodation requirements. The student must apply directly to the accommodation provider for any entitled refund. The accommodation provider's refund policy will apply. 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 will 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 on 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 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. Cancellation Policy – Domestic Students**

If after commencing the studies, the student chooses to cancel their enrolment contract before completion of the qualification, he/she may remain liable to pay the course tuition fees for the current enrolled semester/trimester/term and the costs incurred by the Institution in recovering any outstanding monies, including debt collection agency fees and solicitors' costs, if applicable. All notifications of withdrawal from the Contract must be made in writing to the Campus Director/Head of College<sup>1</sup>.

### **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 be able 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. Please note, full fee paying domestic student tuition fees are no longer assured by ACPET.

### **8. Complaints and appeals concerning a re-credit or refund of fees**

#### **8.1 Disputes relating to fees paid to SGA**

Any complaints, grievances 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 5 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.

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<sup>1</sup> **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.

## 11. Related Documents

SGA Student Privacy Policy, SGA Records Management Policy, SGA Student Complaints and Appeals Policy and Procedure. See also forms for course withdrawal, and requesting a refund. 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 Registration Authorities and 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

<b>Document ID</b>	SGA Cancellation and Refund Policy and Procedure		
<b>Policy Owner(s)</b>	Finance Director - Control & Transformation and Head of Compliance		
<b>Approved by</b>	Chief Operating Officer -ANZ	<b>Date Approved</b>	7 September 2018
		<b>Date Commencing</b>	12 October 2018

### Document History

<b>Commencing Date</b>	<b>Summary of Changes</b>	<b>Next Review Date</b>
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
12 October 2018	Administrative amendment providing clarity to 5.1(vi)(e)	August 2022

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<sup>i</sup> 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).