



CANCELLATION AND REFUND POLICY AND PROCEDURE (HIGHER EDUCATION)

1. All Students

The application process of Study Group Australia Pty Ltd (SGA or “the Institution”) commences with the applicant submitting an Application for Admission. This is assessed by suitably trained staff to ascertain the applicant’s eligibility for entry to the preferred course.

If the applicant satisfied 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.

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, the refund policy, as shown below, have been clearly explained to him/her.

2 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 Campus Director/State Academic Director. The Institution will then advise the Department of Immigration and Border Protection 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 [Student Transfer Policy and Procedure](#) for further information.

3 Refund Policy – International Students

In the event of a dispute between an individual student and the Institution in relation to payment 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, or refunds, will initially be dealt with by the 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.

3.1 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 someone else. 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.

3.2 Homestay/UniLodge Refund

- 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.

3.3 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.

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 OSHC provider will organise the refund. Refunds are processed on a pro-rata monthly basis. Refund forms are available on the OSHC provider's website.

3.4 Airport Pickup Refund

For cancellations less than 48 hours before arrival, no refund will apply.

4 Cancellation Policy – Domestic Students

If after commencing the studies, the student chooses to cancel the Contract before completion of the qualification, he/she may remain liable to pay the full course 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 Campus Director/State Academic Director.

5. Refund Policy – Domestic Students

5.1 In the event of a student withdrawing from a unit of study prior to the census date for that unit of study:

- i) 100% of tuition fees paid for that unit will be refunded to the student; and
- ii) The student will not incur a FEE-HELP debt.

The Institution will refund within 28 days from receipt of written notice of withdrawal 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 for the relevant units of study.

5.2 In the event of a student withdrawing from a unit of study after the census date for that unit of study:

- i) no refund is applicable; and/or
- ii) the student will incur a FEE-HELP debt.

A student who withdraws after the census date for a unit of study may apply for re-credit if special circumstances occur in accordance with the Student Review Procedures for Re-crediting a FEE-HELP Balance.

All applications for a re-credit due to special circumstances must be submitted on a Request to Withdraw form and must be accompanied by supporting documentary evidence.

5.3 Australian Students Tuition Assistance Scheme (ASTAS)

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 to the student 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 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 the student 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 Australian Council for Private Education and Training's Australian Students Tuition Assistance Scheme (ACPET's ASTAS) will assist the student to find a suitable alternative course at no extra cost.

Version Control

Document	CANCELLATION AND REFUND POLICY AND PROCEDURE (HIGHER EDUCATION)		
Approved by	Compliance Manager - HE	Version	4.3
Effective from	Date of approval	Date of approval	12 February 2015
Version replaced	4.2	Next review date	30 June 2016