



Fees & Refunds Policy & Procedure

A: Purpose

This policy and procedure sets out the Sunshine Coast International College's (SCIC's) processes for overseas student to access information about and request refunds of monies paid to the college.

This policy also addresses the requirements of:

- The ESOS Act 2000
- *The National Code of Practice for Providers of Education and Training to Overseas Students 2018* (The National Code 2018), Standards 2, 3 and 9

B: Policy

SCIC ensures that fair and equitable policies and procedures are in place regarding refunds of monies paid to the college including when a refund is applicable due to course cancellation. This policy applies to all course monies paid to SCIC and includes any course monies paid to an education agent to be remitted to the college.

This policy outlines SCIC's requirements for the following:

- a) Provision of information
- b) Payment of course fees
- c) Refund conditions:
 - i. Visa refusal
 - ii. Student default
 - iii. Provider default
- d) Refund Amounts
- e) Process for claiming a refund
- f) Compassionate and compelling reasons
- g) Consumer rights

C: Procedure

a) Provision of information:

SCIC provides information to students about fees and refunds using the following mechanisms:

- The Student Handbook:
- The college website at www.scic.nsw.edu.au
- The student's Letter of Offer and Written Agreement



The student's Letter of Offer & Written Agreement provides the following fee-related information:

- tuition fees including a schedule of fees due including due dates
- non-tuition fees
- advice that fees may change over the duration of a course and that SCIC reserves the right to change such fees.

The Student Handbook is the primary source of SCIC's policies and procedures including the Fees and Refunds Policy and Procedure. Policies and procedures may also be accessed on the college website.

Students must acknowledge that they have read and understood the Student Handbook and the terms and conditions of the Written Agreement, including information about fees, cancellations and refunds before their application for enrolment is accepted by SCIC.

b) Payment of course fees

- After submission of the Application Form and evidence of eligibility, SCIC approves the prospective student for enrolment.
- SCIC issues a Letter of Offer & Written Agreement which provides information about:
 - total tuition fee
 - non tuition fees applicable
 - initial deposit due (including first installment and applicable non-tuition fees)
 - installment payments and due dates
- The Offer Letter & Written Agreement is accompanied by a student invoice detailing the initial payment due.
- Following payment of the initial deposit, SCIC will issue the student with a Confirmation of Enrolment (CoE) to confirming their enrolment in their chosen course of study at SCIC.
- SCIC issues a student with an invoice four weeks in advance of each installment payment date.
- Payments may be made to SCIC by:
 - Bank Cheque
 - Credit Card (card payment fees apply)
 - Visa Debit /MasterCard Debit (card payment fees apply)
- SCIC also accepts cash payments.



c) Refunds conditions

i. Visa refusal

- If a student visa application to study in Australia is refused by the Department of Home Affairs (DHA) because of reasons considered unlawful by the DHA, including but not limited to fraudulent, and/or forged documents, and/or incomplete and/or incorrect information, no refund whatsoever of any money paid to SCIC will be made. The reasons on visa refusal letter will be taken into consideration to determine whether refusal is due to unlawful reasons.
- If a visa application is refused by DHA before or after the course commences because of reasons other than those described above, SCIC will process a refund request in accordance with the *Australian Government Education Services for Overseas Students (Calculation of Refund) Specification 2014*. The application for a refund must be made in writing to SCIC together with a copy of visa rejection notification from the relevant Australian High Commission/DHA.
- In any case of visa refusal, Administration Fee of \$200 will be applied by SCIC.
- In all cases of visa refusal, the following fees are non-refundable:
 - enrolment fee
 - airport transfer fee
 - CoE issuance fee
 - credit card transaction fee
 - accommodation placement fee
- If Overseas Student Health Cover has been paid to SCIC, it will be refunded in full within 28 days if the visa application is refused prior to commencement of the course.

ii. Student default

- No refund of tuition fees will be made if a student's enrolment is cancelled for any of the following reasons:
 - The course starts on the agreed starting day, but the student does not attend classes on the agreed start day
 - Failure to maintain satisfactory course progress
 - Failure to maintain satisfactory attendance
 - Failure to pay course fees
 - Any behaviour identified as resulting in enrolment cancellation as outlined in SCIC's student Code of Conduct
- A \$200 Administration Fee will be applied to all student-initiated course cancellations.
- In all cases where a refund is payable due to Student Default, the enrolment fee, CoE issue fee, credit card transaction fee, airport pick-up fee and accommodation placement fee are not refundable.



iii. *Provider default*

- SCIC reserves its right to cancel a course and/or enrolment prior to commencement date.
- If SCIC cancels a course prior to commencement date, cannot commence a course on agreed date and/or cannot deliver a course in full, these cases will be classified as Provider Default.
- Situations where a provider default may occur include:
 - The course does not start of the agreed starting date which is notified in the Offer Letter & Written Agreement
 - The course stops being provided after it starts and before it is completed
 - The course is not provided in full to the student because SCIC has a sanction imposed by a government regulator
- In all cases of Provider Default, the following fees are non-refundable:
 - enrolment fee
 - airport pick-up fee
 - CoE issuance fee
 - credit card transaction fee
 - accommodation placement fee
- In the unlikely event that SCIC is unable to deliver a course in full, the student will be offered a refund in accordance with the *Education Services for Overseas Students (Calculation of Refund) Specification 2014* which outlines minimum payment requirements in these circumstances.
- Refunds will be paid to students within 60 days of the default day.
- Alternatively, the student may be offered enrolment in an alternative course by SCIC at no extra cost to the student.
- The student has the right to choose between a refund as outlined above, or to accept a place in another course. If the student agrees to accept an alternative (replacement) course or part of a course, to be provided to the student at SCIC's expense, then SCIC is relieved of its liability to make the payment.
- The student must advise SCIC in writing whether or not they agree to the alternative arrangement.
- If SCIC is unable to provide a refund or place the student in an alternative course, the Tuition Protection Service (TPS) will place the student in a suitable alternative course at no extra cost to the student.
- If The TPS cannot place the student in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place the student in a suitable alternative course or, if this is not possible, the student will be eligible for a refund as calculated by the Fund Manager.
- In all cases where a refund is payable due to Provider Default, the enrolment fee, CoE issue fee, credit card transaction fee, airport pick-up fee and accommodation placement fee are not refundable.



d) Refunds amounts

STUDENT DEFAULT	
\$200 Administration fee applicable to all student-initiated cancellations.	
Non-refundable amounts (in any circumstances)	
<ul style="list-style-type: none"> • Enrolment fee • Enrolment variation fee (Deferral, Suspension or Cancellation applications) 	<ul style="list-style-type: none"> • CoE issuance fees • Credit card transaction fees
Non-commencement	
Non-commencement on the agreed start date	No refund
Enrolment cancellations	
When written cancellation request is received:	Amount to be refunded:
More than 28 days prior to the commencement of the course	70% of tuition fees will be refunded less \$200 administration fee
1-28 days prior to the commencement of the course	50% of tuition fees less \$200 administration fee
On or after course commencement date	No refund
After an approved deferral application and issuance of new CoE	<ul style="list-style-type: none"> • More than 28 days prior to commencement date of first CoE: 70% of tuition fees less \$200 administration fee • 1 to 28 days prior to commencement date of first CoE: 50% of tuition fees less \$200 administration fee • On or after commencement date of first CoE: No refund
Visa refusals	
Visa refusal reason:	Amount to be refunded:
Fraudulent, forged documents or incorrect information	No refund
No student 'at fault' reasons	Full refund less \$200 administration fee
Visa refusal after course start date	Refund of the fees paid for the part of course after the date of student withdrawal from course less \$200 administration fee
Visa application withdrawals	
Visa withdrawal timeframes:	Amount to be refunded
Visa application withdrawn before visa decision and no approved deferral application	<ul style="list-style-type: none"> • More than 28 days prior to commencement date of first CoE: 70% of tuition fees less \$200 administration fee • 1 to 28 days prior to commencement date of first CoE: 50% of tuition fees less \$200 administration fee • On or after commencement date of first CoE: No refund
Visa application withdrawn before visa decision and deferral application approved	<ul style="list-style-type: none"> • More than 28 days prior to commencement date of latest re-issued CoE: 70% of tuition fees less \$200 administration fee • 1 to 28 days prior to commencement date of latest re-issued CoE: 50% of tuition fees less \$200 administration fee • On or after commencement date of latest re-issued CoE: No refund
Accommodation (including Homestay) fees	
Refer to Accommodation Provider's fees and refunds terms and conditions as agreed between you and the Accommodation/ Homestay Provider.	
PROVIDER DEFAULT	
Provider Default on or before course commencement date	Full refund
Provider Default after course commencement date	Refund in accordance with <i>Education Services for Overseas Students (Calculation of Refund) Specification 2014</i>



f) Process for claiming a refund

- SCIC accepts refund applications made in writing only.
- All refund applications must be made using *Refund Application Form* available from SCIC Student Services or the College website.
- Supporting evidence must be included with application form including, but is not limited to:
 - a completed SCIC Enrolment Variation Form
 - a letter from DHA advising of a rejection of the student visa application or a refusal to extend a student visa
 - proof of compassionate or compelling circumstances; or
 - an offer letter from another education provider
- Students must complete the *Refund Application Form* and submit it to the College in person or via e-mail.
- SCIC will process the refund application upon receiving the written application.
- SCIC will refund all refundable monies in accordance with the conditions of this Refunds Policy within 60 days after receiving the written application.
- If a refund application is refused, Student Services will notify the student of the reasons for rejection.
- Payment of refunds will not be made in cash directly to the student but transferred to their overseas or Australian bank account nominated in the Student Refund Application Form.
- SCIC is not liable for any variance caused by foreign exchange rate fluctuations.
- SCIC will inform the student or education agent via e-mail when the refund is made to the nominated bank account.
- All refunds will include a statement explaining how the refund amount was calculated.
- In the event that a student disagrees with the refund amount, the student can access SCIC's Appeals processes.

h) Compassionate and compelling reasons

- SCIC may, at its discretion, approve a refund application if it deems that the student has demonstrated compassionate and compelling reasons for their request as defined below:
 - Serious illness or injury, where a medical certificate states that you are unable to attend classes
 - Bereavement of close family members, for example but not limited to, spouse, children, parents or grandparents (where possible a death certificate must be provided)
 - Major political upheaval or natural disaster in the home country requiring emergency travel which has impacted on the student's studies
 - A traumatic experience, which could include involvement or witnessing of a serious accident and witnessing or being the victim of a serious crime (accompanied by a doctor's certificate and/or police report)



- Where the registered provider was unable to offer a pre-requisite unit
- Inability to begin studying on the course commencement date due to a delay in receiving a student visa
- In all instances where a student wish to claim compassionate and compelling circumstances as the reason for a refund request, the student must submit supporting documentation to support their claim.

Consumer Protection

- The processes outlined in this overseas Student Fees & Refunds Policy and Procedure does not affect the rights of the student to take action under Australian Consumer Law if the Australian Consumer Law applies.

D. Pro-Forma & Supporting Documentation

- Letter of Offer & Written Agreement
- Refund Application Form

E. Version Control

Title	Fees & Refunds Policy & Procedure			
Description	Describes processes to apply for refunds and conditions for which refunds will be applied			
Created By	Joe Lynch			
Date Created	04.04.2024			
Maintained By	Joe Lynch			
Version Number	Modified By	Modifications Made	Date Modified	Status
v2.0	J Lynch	Updates to ensure Written Agreement and P&P align	09.04.2024	
v3.0	J Lynch	Update to refund amount table	22.04.2024	
v4.0	J Lynch	Update to refund amount table	06.06.2024	Current