

## 1. Purpose

The purpose of this policy is to outline Skills Australia Institute (SAI)'s approach to managing refunds and to demonstrate how fees paid in advance are protected by SAI.

Skills Australia Institute (SAI) Refund Policy is developed to ensure compliance in line with Standards 5.3, 7.3 Schedule 6 of the Standards for Registered Training Organisations 2015 and ESOS National Code Part D, Standard 2, 3.

Skills Australia Institute (SAI) will include in its Student Agreement information in relation to refunds of course money in case of Student or Skills Australia Institute (SAI) default. This policy will also inform the student about the processes for claiming a refund. Skills Australia Institute (SAI) reserves the right to amend this policy at any time to ensure compliance with all relevant legislation and regulations.

## 2. Scope

2.1 This policy applies to international students enrolled in VET courses at Skills Australia Institute. It applies to the refund of the unused portion of tuition fees, which have been paid in advance, and includes money collected by approved education agents on behalf of Skills Australia Institute.

## 3. Responsibility

- 3.1 The following staff are responsible for the management of student refunds for international students:
- 3.1.1 Accountant;
  - 3.1.2 Finance Manager; and
  - 3.1.3 Manager Student Support Services (MSSS).

## 4. Definitions

|                            |   |
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| ASQA                       | Australian Skills Quality Authority, the national VET regulator and the RTO's registering body  |
| Course                     | The program of study which leads to a qualification or reward   |
| Course Commencement Date   | The date the course or unit is due to start.  |
| Course Completion Date     | The date the course or unit is due to be completed.   |
| DET                        | Department of Education and Training  |
| Department of Home Affairs | Is a central policy agency, providing coordinated strategy and policy leadership for Australia's national and transport security, federal law enforcement, criminal justice, cyber security, border, immigration, |

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|                           | multicultural affairs, emergency management and trade related functions  |
| Education Agent           | <p>A person or organisation (in or outside Australia) who recruits overseas students and refers them to education providers. In doing so, the education agent may provide education counselling to overseas students as well as marketing and promotion services to education providers.</p> <p>Education agent does not refer to an education institution with whom an Australian provider has an agreement for the provision of education (that is teaching activities).</p>   |
| ESOS Act                  | The Education Services for Overseas Students Act 2000 of the Commonwealth of Australia   |
| Exceptional circumstances | Circumstances that involve something exceptional, compelling or compassionate that has affected a student and the cause of which was outside the student's control.  |
| Fees:                     | A total of tuition, materials, application and any other fees during the course of study   |
| International Students    | A student studying in Australia on an international student visa   |
| National Code 2018        | The National Code of Practice for Providers of Education and Training to Overseas Students 2018, established pursuant to Part 4 of the ESOS Act.   |
| Materials Fee:            | Covers the cost of learning materials and resources provided by Institute  |
| PRISMS                    | Provider Registration and International Students Management System: the Australian Government database that provides Australian education providers with Confirmation of Enrolment facilities required for compliance with the ESOS legislation.   |
| Provider default          | <p>The ESOS Legislation Amendment (TPS) Act (2012) – Division 2, Subsection A, 46A – defines provider default as follows:</p> <p>A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:</p> <p>(a) either of the following occurs:</p> <p>(i) the provider fails to start to provide the course to the student at the location on the agreed starting day;</p> <p>(ii) the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and</p> <p>(b) the student has not withdrawn before the default day</p> <p>(c) the course is not provided in full to the student because a sanction has been imposed on Skills Australia Institute (SAI) or any other reason.</p> |
| Refund:                   | An amount of fees paid by the student to Skills Australia Institute, which is returned to the student under specific circumstances defined in this policy. Under the ESOS Act (2012 Amendment), a refund may   |

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|                  | only be paid to the student (unless another person is specified in the Student Agreement as being able to receive the refund on behalf of the student).   |
| Standards        | Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework  |
| Student Default: | <p>The ESOS Legislation Amendment (TPS) Act (2012) – Division 2, Subsection B, 47A – defines student default as follows:</p> <p>An overseas student or intending overseas student defaults, in relation to a course at a location, if:</p> <ul style="list-style-type: none"> <li>(a) the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or</li> <li>(b) the student withdraws from the course at the location (either before or after the agreed starting day); or</li> <li>(c) the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events: <ul style="list-style-type: none"> <li>(i) the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;</li> <li>(ii) the student breached a condition of his or her student visa;</li> <li>(iii) Misbehaviour by the student.</li> </ul> </li> </ul> |
| Student Default  | <p>The ESOS Legislation Amendment (TPS) Act (2012) – Division 2, Subsection B, 47A – defines student default as follows:</p> <p>An overseas student or intending overseas student defaults, in relation to a course at a location, if:</p> <ul style="list-style-type: none"> <li>(a) the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or</li> <li>(b) the student withdraws from the course at the location (either before or after the agreed starting day); or</li> <li>(c) the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events: <ul style="list-style-type: none"> <li>(i) the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;</li> <li>(ii) the student breached a condition of his or her student visa;</li> <li>(iii) misbehaviour by the student.</li> </ul> </li> </ul> |
| Study Period     | A period of study within a course, namely term, semester, trimester, short course of similar or lesser duration, or as otherwise defined by Skills Australia Institute.   |

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| Tuition fees         | Covers the cost of providing the course of study and use of resources at Skills Australia Institute. Tuition Fee does not include Overseas Student Health Cover (OSHC), administration costs including enrolment/application fee, home stay booking fee, airport pick-up fee and costs related to equipment or training material purchases |
| Unused tuition fees: | Tuition fees paid by a student to the Institute and that are repayable to the student in any of the circumstances set out in this Agreement  |
| TPS                  | The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study.   |
| Withdrawal           | Cessation of registration in a course or unit, initiated by a student after acceptance of the Offer Letter.  |

## 5. Policy Provisions

### Principles

#### 5.1 This policy aims to:

- 5.1.1 provide transparent processes for refunds of tuition fees, where applicable;
- 5.1.2 set out the circumstances where a full refund or a partial refund may apply;
- 5.1.3 set out the calculation of refunds in the event of a student or provider default; and
- 5.1.4 ensure Skills Australia Institute fully discharges responsibilities under compliance to all relevant legislation, including the Standards for Registered Training Organisations (RTOs) 2015, Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012, Education Services for Overseas Students (ESOS) Act 2000, the National Code 2018.

#### 5.2 The *Student Refund and Cancellation Policy – International Students* is subject to regular review under Skills Australia Institute's quality assurance process.

#### 5.3 This policy outlines how refunds are calculated when an international student requests a refund on their course fees, which can include:

- 5.3.1 application fee;
- 5.3.2 tuition fees;
- 5.3.3 materials fee;
- 5.3.4 Overseas Student Health Cover (OSHC)

#### 5.4 Student Default occurs when:

- 5.4.1 the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- 5.4.2 the student withdraws from the course at the location (either before or after the agreed starting day); or
- 5.4.3 the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
- 5.4.4 the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;

- 5.4.4.1 the student breached a condition of his or her student visa;
- 5.4.4.2 breach of Skills Australia Institute Code of Conduct.

5.5 A provider default occurs when:

- 5.5.1 Skills Australia Institute can no longer provide the course to the student at the location; or
- 5.5.2 Skills Australia Institute does not start the course to the student, at the location, on the agreed starting day.

### Refunds after a Student Default

- 5.6 Skills Australia Institute will calculate the refund of any unspent tuition fees as outlined within Table 1, as seen below.

### Refunds after a Provider Default

- 5.7 In the unlikely event of a Skills Australia Institute default, within 14 days of the default, Skills Australia Institute will:
- 5.7.1 offer you an alternative place at Skills Australia Institute's expense, that is accepted by you in writing; or
  - 5.7.2 refund you the unused portion of the prepaid fees.
- 5.8 Where a course of study is cancelled before the agreed Completion Date, Skills Australia Institute will calculate the Cancellation Fee in accordance with Table 1.
- 5.9 If Skills Australia Institute is unable to provide a refund or place you in an alternative course, then the student shall be referred to the Tuition Protection Service (TPS: [www.tps.gov.au](http://www.tps.gov.au)), who will place you in a suitable alternative course or if a suitable course cannot be found, pay a refund as calculated by the TPS Director.
- 5.10 Refunds issued by Skills Australia Institute in the event of a provide default will be paid to the student within 14 days of a written application is received.

### VET Students

- 5.11 The calculation applied for fees paid in advance is listed in Table 1.

### Refunds of Fees and Charges

- 5.12 Refunds for fees payable may include the following:
- 5.12.1 Application Fee: The Application Fee is the fee charged to all applicants to review their application and supporting documentation to enrol in a course of study.

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|---|--------------------------|--------------------------|---------------------|
| Document Name: Refund and Cancellation Policy |                          | RTO Code: 52010          | CRICOS Code: 03548F |
| Version: 1.6                                  | Approved on: 30 Mar 2022 | Review Date: 30 Mar 2023 | Page 5 of 11        |

The Application Fee is non-refundable.

- 5.12.2 Tuition Fees: Tuition Fees are the fees payable to Skills Australia Institute for undertaking a course. The Student Refund Policy specifications detailed below cover tuition fees only.
- 5.12.3 Materials Fee: The Materials Fee covers materials and resources required to complete your course at Skills Australia Institute. At Skills Australia Institute we are committed to ensure that we have a sustainable and ecofriendly training environment, therefore, wherever possible we provide our Training Materials in an electronic format, rather than as a printed resource. Printed resources are often provided as class-sets which students can borrow and use as reference when the unit is running.  
The Materials Fee is non-refundable if you cancel less than 4 weeks before the course commences.
- 5.12.4 Administration Fee: The fee charged to cover the administrative costs in reviewing and processing the necessary documentation in order for a student to obtain the necessary visa to study in Australia.  
The Administration Fee is only charged in the event the Student Visa Application is refused and is non-refundable.
- 5.12.5 Overseas Student Health Cover (OSHC): This insurance is compulsory and must be maintained throughout your entire stay in Australia. Students can choose any approved Australian Overseas Student Health Cover provider. These fees are only payable to Skills Australia Institute for Students who choose Skills Australia Institute's recommended insurance provider. Please read the OSHC brochure and terms and conditions on Skills Australia Institute's website. The OSHC Fee included in the Offer Letter is based on OSHC Provider's scheduled fee, which are subject to change each Calendar Year. Any variances are payable by you the Student, on receipt of an invoice from the OSHC Provider.  
Any requests for a refund of OSHC fees will need to be lodged with the OSHC Provider.
- 5.12.6 Additional Fees and Charges: Any Additional Fees and Charges incurred during your studies, are as detailed in your Written Agreement with Skills Australia Institute. Where there is any change to our published Additional Fees and Charges, you will be informed via email, prior to implementation of the change.

### Applying for a Refund

- 5.13 All Refund Requests must be submitted in writing, using the Course Variation Form and the Application for Refund Form, both of which are available at the Reception Desk or via the Skills Australia Institute website [www.skillsaustralia.edu.au](http://www.skillsaustralia.edu.au). Verbal notifications to Skills Australia Institute staff or agents are not accepted.
- 5.14 The date the written notice is received by Skills Australia Institute is the date used for the calculation of the refund for the 'unspent' portion of the student's tuition fees.
- 5.15 Where a refund is approved by the MSSS, and is not due to a provider default, Skills Australia Institute will make the payment of a refund within 28 days of receipt of the application. The refund will be deposited into the student's bank account, as nominated on the Application for Refund Form.
- 5.16 No refunds will be paid to a third party (a person other than the student), unless directed by the student on the Application for Refund Form.

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5.17 All refunds will be paid in Australian Dollars. Where this is not possible, refunds will be paid in United States dollars.

5.18 Refund and Cancellation applications will not be processed where the signature on the Course Variation and/or Application for Refund Form does not match the student's signature as shown on other documents provided by the student for admission to Skills Australia Institute.

5.19 Students will receive a clear Statement of Refunds explaining how the refund was calculated. Where a cancellation fee has been applied, students will receive a Statement of Cancellation clearly outlining why the cancellation fee has been applied.

### Outstanding Fees

5.20 In the case of a cancellation by the student or Skills Australia Institute, any outstanding fees to Skills Australia Institute become due within 7 (seven) days.

5.21 Any costs incurred by Skills Australia Institute to recuperate outstanding fees will be charged to the student

5.22 Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction.

5.23 Skills Australia Institute will not release any testamurs/awards to students until outstanding course fees have been paid in full.

**Table 1 - Refund Calculation**

Skills Australia Institute calculates refunds of fees based on a SEMESTER Fee (20 weeks study period plus 6 weeks holidays = 26 weeks). For courses shorter than a Semester, refunds will be calculated on the Course Fees.

| Reason for Refund / Cancellation  | Notification Period   | Refund   | Cancellation Fee  |
|---|---|--|---|
| Application for visa is unsuccessful  | Before Semester/Course Commences  | Full refund less 5% of the course fees paid or \$250 (whichever is lesser) | Full refund less 5% of the course fees paid or \$250 (whichever is lesser)                        |
| Application for visa is unsuccessful  | After Semester/Course Commences   | Full refund less <b>Cancellation Fee</b>                                   | \$250 cancellation administration fee + Pro-rata of tuition fee used calculated on a weekly basis |
| <b>Student Default</b><br><br>Student with a student visa withdraws<br><br>Or<br><br>Student is cancelled | More than 10 weeks before semester/course commences                     | Full refund less <b>cancellation fee</b>                                   | 10% of a semester fee   |
|   | More than 4 weeks and up to 10 weeks before semester / course commences | 70% of a semester fee  | 30% of a semester fee   |
|   | 4 weeks or less before  | 40% of a semester fee  | 60% of a semester fee   |

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| for breach of SAI's rules or breach of student visa rules | semester/course commences       |  |  |
|   | After semester/course commences | No Refund on current semester/ course fees<br><br>For subsequent semester/ course refer to Notification Period | 100% of a semester fee<br><br>For subsequent semester/ courses refer to Cancellation Penalty |

Note: A student who has **paid** fees for more than two semesters in advance and withdraws during a semester and more than four weeks before the commencement of the following semester, would receive no refund of fees for the current semester, at least 70% of the following semester's fees and a full refund of fees paid for any subsequent semester; less cancellation fees.

### Special Circumstances

5.24 Special Circumstances may apply to an international student if Skills Australia Institute is satisfied that the circumstances comply the guidelines outlined below in 5.42. The student must submit a written application for special circumstances together with an *Course Variation Application Form (CVAF) - Cancellation of Enrollment*, an *Application for Refund Form* and supporting evidence.

5.25 Refunds under special circumstances are at the discretion of Skills Australia Institute and the following guidelines are applied in determining special circumstances.

5.26 Special circumstances include:

5.26.1 Circumstances beyond the student's control, which is reasonably considered as not due to the student's action or inaction, either direct or indirect, and for which the student is not responsible and:

5.26.1.1 Were unusual for the student; and

5.26.1.2 Made it impractical for the student to complete the requirements of the unit(s); and

5.26.1.3 Where the circumstances occurred or existed before the Census Date for new domestic students, worsened or changed such that their full effect was not apparent to the student until after that date.

5.26.2 Circumstances which make it impractical for a student to complete the requirements of the unit/s and may include (but are not limited to):

5.26.2.1 Medical circumstances that have changed to such an extent that the student is unable to continue studying, or new medical circumstances arose;

5.26.2.2 Family or personal circumstances such as death, significant medical issues, unforeseen financial difficulties, or other circumstances that are unreasonable to expect a person to continue their studies;

5.26.2.3 employment related circumstances where the employment status or arrangements have changed so that the student is unable to continue their studies and this change is beyond their control (Employment related circumstances do not apply to students studying on a student visa);



5.26.2.4 unit related circumstances where Skills Australia Institute has changed the unit offered, and the student is disadvantaged by either not being able to complete the unit, or not being given credit towards other unit(s); or

5.26.2.5 Extenuating circumstances of reasonable significance that interfere with the student's ability to meet a unit's requirements. This will be assessed on a case-by-case basis and may include. For example, career's responsibilities, legal commitments, military service, accidents or natural disasters.

5.27 Special circumstances do not include:

5.27.1 lack of knowledge or understanding of this policy or government legislation;

5.27.2 failure to follow correct procedures; or

5.27.3 Academic ability that was less than expected.

5.28 Students should ensure that their supporting documentation complies with Skills Australia Institute's requirements and may include any of the following forms of evidence:

5.28.1 an original document or certified copy by a Justice of the Peace or equivalent;

5.28.2 an original medical certificate that details the condition, where medical circumstances apply;

5.28.3 a statutory declaration, where relevant;

5.28.4 a detailed account of the circumstances or events that are relevant to the application, including specific dates, and demonstrates how it meets the Special Circumstances section of this policy;

5.28.5 an honest representation of the circumstances; or

5.28.6 other documentation requested by Skills Australia Institute.

5.29 Supporting documents will need to be in English or translated and certified as an official translation from an official authority.

### Payment of Refunds for International Students

5.30 Refunds will be made within 28 days of submission of a completed *Course Variation Application Form (CVAF)* and *Application for Refund Form*. Incomplete forms or applications without sufficient supporting documentation may cause delays in processing refunds.

5.31 Approved refunds will be paid:

5.31.1 to the student; or

5.31.2 a person nominated by the student.

5.32 Approved refunds will be paid in Australian dollars to the applicant's bank account unless otherwise requested by the student in writing.

5.33 If a currency other than Australian dollars is requested, the student will be expected to cover the exchange rate fees as charged by the bank of either party. This amount will be deducted from any refund. The exchange rate will be as per the rate offered on the day of transfer by Skills Australia Institute's bank.

5.34 Refunds will be made within 4 weeks after receipt of a written application, in accordance with the *ESOS Act* Section 47D (4).

5.35 Students will receive a Statement of Refund explaining how the refund was calculated, and where a cancellation fee has been applied.

## Appeals

5.36 Students may seek a review of any decision related to a refund application by submitting an appeal to the Student Services Office within 28 working days of receiving the notice.

5.37 If students are not satisfied with the reviewed decision, then they can make an appeal to the Board of Directors or seek an external review, as set out in the *Student Complaints and Appeals Policy*.

5.38 If, after 28 working days from submission of appeal to a refund decision, the student has not been notified of an outcome, or if the student wishes to appeal the decision, the student may do so by following the procedures set out in the *Student Complaints and Appeals Policy*. Students have access to both internal and external appeals.

5.39 This policy, and the availability of complaints and appeals processes, does not remove the right of the student to take further action under Australia's Consumer Protection Laws, nor does it prevent the student from pursuing other legal remedies.

## 6. Policy Information

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| Authorised Officer                                      | Student Support Services Manager  |
| Supporting documents, procedures & forms of this policy | <p>Student Refund Procedure – International Students</p> <p>Student Complaints and Appeals Policy</p> <p>Course Variation Application Form (CVAF) - Cancellation of Enrollment</p> <p>Application for Refund Form</p> <p>Course Variation Application Form (CVAF)</p>                 |
| Related Legislation and Codes of Practice               | <p>Standards for Registered Training Organisations (RTOs) 2015</p> <p>Education Services for Overseas Students (ESOS) Act 2000</p> <p>National Code of Practice for Providers of Education and Training to Overseas Students 2018</p> <p>Education Services for Overseas Students</p> |

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|          | Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012 |
| Audience | Public   |