



SOUTHERN CROSS
School of Business

**International Students
Tuition Fee Refund
Policy & Procedures**

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International Students Refund Policy and Procedures

I. Purpose

- 1.1 Southern Cross School of Business ('the School' or SCSB) will charge a range of fees for courses the School has on its scope of registration. Fee information is provided to students before enrolment and it is also available on the School website at <http://www.scsb.nsw.edu.au>
- 1.2 The policy and procedures ensure compliance with:
 - a) The relevant standards of National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 ('the National Code 2018');
 - b) The relevant standards of the Standards for Registered Training Organisations (RTOs) 2015. This policy outlines SCSB's policy on refund of course tuition fees, where a student does not complete his/her course, partially or fully.

2. Scope

This policy and its related procedures apply to:

- 2.1 All enrolled students of the School;
- 2.2 Students previously enrolled, not currently enrolled and students on leave or on suspension where the relevant fee liability was incurred while they were enrolled or is directly related to their enrolment;
- 2.3 It should be noted that the procedures set out in this document do not replace or modify procedures or any other responsibilities which may arise under other policies or under statute or any other law.
- 2.4 This document should be read in conjunction with other related policies.

3. Policy Statement

- 3.1 The School is committed to ensuring that all students are treated fairly and are informed of their formal relationship with the School;
- 3.2 The School's Management and staff will provide timely and accurate information on the course related fee requirements to enrolling and enrolled students;
- 3.4 Tuition fees do not include costs such as Overseas Student Health Cover (OSHC), or incidental and other costs that may be required as part of your enrolment.
- 3.5 All tuition and other fees are paid in Australian dollars (\$AUD). SCSB is committed to ensuring fair and reasonable refund practices and will implement and maintain a process for fair and reasonable refund of fees paid.

4. Background

SCSB, under the *Education Services for Overseas Students (ESOS) Act 2000* and the *National Code 2018* must have in place a Refund Policy which needs to be provided to the prospective international students in Australia before formalization of their enrolment.

5. Policy Principles

- 5.1 Written agreements between the School and students set out the services to be provided, fees payable and information in relation to refund of tuition fees.
- 5.2 The School provides an itemized list of tuition fees payable by the student and information in relation to refunds of tuition fees in the Letter of Offer and Acceptance Agreement.
- 5.3 The School includes in the written agreement the following information in relation to refund of tuition fees in the case of student and provider default:
 - a) Amounts that may or may not be repaid to the student (including any tuition fees collected by International Education Agents on behalf of the registered provider);
 - b) Processes for claiming a refund;
 - c) A plain English explanation of what happens in the event of a course not being delivered; and
 - d) A statement that “This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to act under Australia’s consumer protection laws”.
- 5.4 The School guarantees to complete the training and/or assessment once the student has commenced study in their chosen qualification or course.
- 5.5 Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS requirements and the Tuition Protection Service Framework.
- 5.6 Notification of withdrawal from a course of study must be made in writing to SCSB addressing to the Student Support Coordinator. The cancellation fee will be calculated as shown in the Schedule ‘A’.
- 5.7 All fees paid including any course fees collected by education agents on behalf of SCSB except the non-refundable enrolment fee paid to the agent and administration fee payable to SCSB in case of refund, are subject to this Refund Policy.
- 5.8 Where a visa renewal is rejected due to a breach in student visa conditions, student must withdraw from SCSB. Course cancellation fee will be calculated as shown in Schedule ‘A’.

- 5.9 SCSB reserves the right not to offer a course previously made available at its own discretion. Where a student is unable to enroll in a similar course at SCSB and the enrolment is cancelled, all tuition fees paid will be refunded.
- 5.10 In the unlikely event that SCSB is unable to deliver a course in full/ partial (provider default), the students will be offered a refund of pro-rata of the course fees they have paid to date. The refund will be paid to the students within four (4) weeks of the day on which the course ceased being provided. Alternatively, the student may be offered enrolment in an alternative course by SCSB at no extra cost to them. The student has the right to choose whether he/she would prefer a full refund of course fees, or to accept a place in another course. If they choose placement in another course, SCSB will ask them to sign a document to indicate that they accept the placement.
- 5.11 All refunds (apart from provider defaults) under this Policy will be paid within four (4) weeks after receiving completed Refund Application Form with supporting documentation from the student.
- 5.12 If the student is not satisfied with a decision of the refund, an appeal should be made in writing to the Principal.
- 5.13 Refunds will be made in Australian dollars and SCSB reserves the right to make refunds payable in the country of origin. Agency fees, if applicable, will not be refunded.
- 5.14 Where an international student requests that the refund is made payable to a relative or other person in Australia, this will only be granted if documentary evidence proves that the relative or other person paid the tuition fees on behalf of the student.
- 5.15 All communication regarding the refund will be done with the student or agent only and not any relative or associate of the student.
- 5.16 SCSB reserves the right to withhold granting of the Statement of Attainment, Certificate and Transcripts attained by the student, if the student has outstanding fees.
- 5.17 All refund requests will only be accommodated if they are requested within the twelve months of payment made.

6. Fee

6.1 *Designated Initial and Pre-Paid Fees Account*

- a) The School maintains an account:
 - i. With an Australian ADI;
 - ii. Designated as the initial pre-paid fees account;
 - iii. To deposit any tuition fees received from an international student before the student has begun the course within 5 business days of receiving the funds;
 - iv. Ensuring at all times sufficient amount are available in the account to repay all tuition fees of non-commenced students;
 - v. That is not available for the payment of other debts.

6.2 Fees

- a) Fees may include tuition fees, non-refundable enrolment fees, materials fees, books fees, and any other charges such as re-issuance of qualification certificates/statements of attainment;
- b) Tuition fees are fees directly related to provision of a course;
- c) Tuition fees do not include the Overseas Student Health Cover (OSHC), enrolment fee, books and/or other materials required to undertake the program or compulsory activities where relevant (such as fieldwork or excursions);
- d) All relevant fees are clearly mentioned in the Student Enrolment Application Form, Letter of Offer and Acceptance Agreement;
- e) Prior to a student enrolling, fees may be altered without notice. Once a student has completed enrolment, fees might change for the normal duration of the course;
- f) If a course length is extended by the student then any fee increases will be required to be paid for the extended portion of the course.

6.3 Tuition Protection Service (TPS) Framework

- a) Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS requirements and the Tuition Protection Service Framework.
- b) In the unlikely event that the School is unable to deliver the student's course in full, the student will be offered a refund of pre-paid tuition fee the student has not utilised less the \$250 Enrolment Fee. 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 an alternative course by the School at no extra cost to the student. The student has the right to choose whether the student would prefer a refund of pre- paid tuition fee that has not been utilised, or to accept a place in another course at the School. If the student chooses placement in another course at the School, the student will be required to acknowledge acceptance by signing course change documentation. If the School is unable to provide a refund or place the student in an alternative course, the Tuition Protection Service will assist the student in finding an alternative course or getting a refund of the student's unspent tuition fees if a suitable alternative is not found.
- c) The School implements requirements for Provider Default - Part 5, Division 1, Subdivision A of the ESOS Act.
- d) The School implements requirements for Student Default - Part 5, Division 2, Subdivision B of the ESOS Act.

6.3.1 Tuition Protection Service (TPS) Framework- Application procedure

- a) The Student Support Manager will notify the Tuition Protection Service of additions and deletions of courses and qualifications from the School's scope of registration;
- b) The Student Support Manager will notify the Tuition Protection Service of variations in fees and length of courses and qualifications;
- c) The School pays the annual TPS Levy when it is due;

- d) In the unlikely event the School defaults, the Student Support Manager notifies the TPS in writing within 3 business days of the default occurring and notify the students affected the of School defaulting;
- e) In the event the student defaults, the Student Support Manager is to notify the TPS in writing of the default within 5 business days of the default occurring via PRISMS.
- f) The student default is confirmed after any internal or external complaints and appeals processes are completed.

6.3.2 Tuition Protection Service (TPS) Implementation:

The School implements requirements for Provider Default – Part 5, Division 1, Subdivision A of the ESOS Act;

Provider Default

The following steps outline the TPS process if a provider default occurs:

I. [Step 1 – Provider default occurs](#)

The School defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- i. the School fails to start providing the course to the student at the location on the agreed starting day; or
- ii. after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

II. [Step 2 – Notifying the Secretary and TPS Director and Students](#)

The School must notify the Secretary and TPS Director of the default within 3 business days of the default occurring through the Student Support Coordinator. The School must also notify any affected students.

The notices must be in writing and meet the requirements of section 46B of the ESOS Act.

III. [Step 3 – Provider obligation period](#)

The School has 14 days after the day of the default (the provider obligation period) to satisfy its tuition protection obligations to the student.

IV. [Step 4 – Notification of the outcome- discharge of obligations](#)

The School has 7 days after the end of its obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of its obligations. This notice must comply with the requirements of section 46F.

If the School does not meet its obligations affected students may be assisted by the TPS Director.

- a) The School implements requirements for Student Default – Part 5, Division 2, Subdivision B of the ESOS Act;
- b) The School must enter into a written agreement with each overseas student or intending overseas student that:
 - i. Sets out the refund requirements that apply if the student defaults; and
 - ii. Meets any requirements set out in the National Code.

Student Default:

The following Steps outline the TPS process in a case of a student default:

I. [Step 1 – Student default occurs](#)

An overseas student or intending overseas student defaults, in relation to a course at a location, if:

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
2. The student withdraws from the course at the location (either before or after the agreed starting day); or
3. The School refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
 - 3.1 The student failed to pay an amount payable to the provider for the course;
 - 3.2 The student breached a condition of his/her student visa;
 - 3.3 Misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A (3) of the ESOS Act).

A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because the provider defaults in relation to the course at the location.

II. [Step 2 – Notifying the Secretary and the TPS Director](#)

The School must notify the Secretary and the TPS Director of the default within 5 business days of the default occurring through the Student Support Manager.

The notice must be in writing and comply with the requirements of section 47C of the ESOS Act.

III. [Step 3 – Provider obligation period](#)

1. If a student or intending student defaults, the School must provide a refund in accordance with the requirements under either section 47D or 47E of the ESOS Act, depending on which section applies to the circumstances of the default situation.
2. The School must pay the refund within the period (the provider obligation period) of 4 weeks after the day specified in section 47D or 47E, depending on which section applies to the circumstances of the default situation.

IV. [Step 4 – Notification of the outcome – discharge of obligations](#)

The School has 7 days after the end of the obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of its obligations.

This notice must comply with the requirements of section 47H of the ESOS Act.

6.4 Forfeiting Fees

- a) The School will hold credit amounts in the student account for up to 24 months from the course commencement date for students who defer their offers or do not commence.
- b) Funds in credit are allocated to future fees and charges unless a request for a refund or transfer of the credit balance is approved.
- c) Any unused credit held in the student account after 24 months will be forfeited by the student and retained by the School.

6.5 General

- a) The student agreement, and the availability of the complaints and appeals policy, does not remove the right of the student to take action under Australia's Consumer Protection Law.
- b) Students who breach the School Code of Conduct may be excluded from the course. The School will review each case on its individual merits when deciding whether to pay a refund in such circumstances.
- c) Financial data will be recorded and stored in compliance with Standard Accounting Practice.

7. Fee Payment Procedure

7.1 Fee Payment

- a) Before getting their Confirmation of Enrolment, a student must pay relevant fees stated in their Letter of Offer and Acceptance Agreement to the School that will be deposited in the designated pre-paid fees account.
- b) Fees are invoiced in advance for each study period or if applicable, as per a payment plan. Payment receipts can be provided to students on request.
- c) Fees paid and refunds given are recorded in the accounting system so that each student or client's financial status is known.
- d) Details of student accounts are maintained in each student's electronic file.
- e) Overseas Student Visa holder fees are protected by the Tuition Protection Service.
- f) Students need to pay for other fees and charges for Repeating a Unit, Re-assessment Fee, Charge for Lost Student ID Card, Charge for Lost Certificate (Qualification Certificate and Record of Results/ Statement of Attainment) etc.

8. Procedures for Claiming Refunds

- 8.1 Students seeking refund will need to complete the 'Refund Application Form'. The Refund Application Form can be downloaded from SCSB's website or collected from either campus of SCSB.
- 8.2 Completed Refund Application Form must be submitted, with any supportive evidence, to SCSB's Reception. Alternatively, the Refund Application Form can be emailed to SCSB via: admin@scsb.nsw.edu.au.
- 8.3 The student must attach any evidence or documentation relevant to the refund application.
- 8.4 In the event the School defaults on the agreement, refunds will be made within 14 days of the default date.
- 8.5 In the event a student defaults on the agreement or withdrawal from the course, refunds will be made within (4) weeks of written notification being received by the School.
- 8.6 Once the completed Refund Application Form is received by SCSB, it will be forwarded to Student Support Coordinator for assessment and processing.
- 8.7 If eligible, refunds will be processed within four (4) weeks of the receipt of the Refund Application Form.
- 8.8 In the event of an unsuccessful outcome or if the student is not eligible for a refund, students may appeal against SCSB's decision accessing the SCSB's Complaints and Appeals Policy.

9. Confidentiality

- 9.1 All information relating to International Student Fees and Refunds will be treated as confidential and in accordance with the School's Privacy and Data Protection Policy and Procedures.
- 9.2 The School will maintain confidentiality to ensure that no information will be released without the agreement of the individual or group involved.

10. Appeals

- 10.1 If the student is not satisfied with any decision relating to the International Student Fees and Refund Policy and Procedures, the student has the right to appeal the decision.
- 10.2 An appeal must be lodged in writing to the Student Support Coordinator within 20 working days from the date of the decision was taken.
- 10.3 The appeal should include the following details:
 - a) the Student's full name (family/surname and first name), and contact details,
 - b) the nature of the decision or matter being appealed,
 - c) the basis for the appeal,
 - d) details of the specific outcome sought by the Student, and
 - e) copies of all relevant documents.

11. Further Information and Assistance

- 11.1 Students should seek clarification on any aspects of this Policy and its related Procedures prior to accepting an offer of admission made by the School.
- 11.2 Student assistance is available by contacting School Reception in person or via the email address admin@scsb.nsw.edu.au
- 11.3 Students may make an appointment with the Student Support Coordinator for assistance with their request relating to this Policy and its related Procedures.
- 11.4 Contact details for the School are outlined as follows:

Parramatta Campus

Phone: +61 2 9633 3287
Address: Level 2, 1-3 Fitzwilliam Street,
PARRAMATTA NSW 2150
Email: admin@scsb.nsw.edu.au

Sydney CBD Campus

Phone: +61 2 8937 0506
Address: Level 3, 531 George Street
SYDNEY NSW 2000
Email: admin@scsb.nsw.edu.au

SCHEDULE 'A'	
Refund Application Condition	SCSB Policy Principal
Enrolment Fee- \$250.00	Non-refundable under any circumstance listed below.
Written notice of withdrawal provided at least 6-10 weeks prior to scheduled course start date.	<p>Refundable</p> <ul style="list-style-type: none"> - 50% of the paid tuition Fees <p>Non-Refundable:</p> <ul style="list-style-type: none"> - \$250.00 Administration Fee - Enrolment Fee paid to the Agent - Applicable Material Fee
Written notice of withdrawal provided within 1-4 weeks of scheduled course start date.	<p>Refundable:</p> <ul style="list-style-type: none"> - None <p>Non- Refundable:</p> <ul style="list-style-type: none"> - \$250.00 Administration Fee - Enrolment Fee paid to the Agent - Applicable Material Fee
Written notice of withdrawal provided 10 or more weeks before scheduled course start date.	<p>Refundable:</p> <ul style="list-style-type: none"> - All pre-paid tuition fees - All pre-paid materials fees <p>Non- Refundable:</p> <ul style="list-style-type: none"> - \$250.00 Administration Fee - Enrolment Fee paid to the Agent
Written notice of withdrawal provided at least 1-5 weeks prior to scheduled course start date.	<p>Refundable:</p> <p>None</p> <p>Non- Refundable:</p> <ul style="list-style-type: none"> - \$250.00 Administration Fee - Enrolment Fee paid to the Agent - Material Fees - All pre-paid tuition fees.

<p>Visa refusal for offshore students which caused the student's failure to start the course before the course commencement.</p> <p>Student advises the college and applies for refund via completing a refund application form and providing a proof of visa refusal from the Australian Government at least four (4) weeks prior to commencement.</p>	<p>Refundable:</p> <ul style="list-style-type: none"> - 50% of the paid tuition fees. <p>Non- Refundable:</p> <ul style="list-style-type: none"> - \$250.00 Administration Fee - Enrolment Fee paid to the Agent - Applicable Material Fee
<p>Visa refusal for offshore or onshore students due to submitting false/ fake or fraudulent documents which caused the student's failure to start the course any time before course commencement.</p>	<p>Non- Refundable:</p> <ul style="list-style-type: none"> - \$250.00 Administration Fee - Enrolment Fee paid to the Agent - Tuition Fees - Material Fees <p>SCSB reserves the right to report the student to the relevant government authorities</p>
<p>If a student's visa application is rejected or visa cancelled after the student has commenced the course</p>	<p>Refundable:</p> <p>The weekly tuition fee times the weeks in default period.</p> <p>Non- Refundable:</p> <ul style="list-style-type: none"> - \$250.00 Administration Fee - Enrolment Fee paid to the Agent - Material Fees
<p>Where a student provides written notice of withdrawal 5 or more weeks of course commencement.</p>	<p>Refundable:</p> <p>The weekly tuition fee times the weeks in default period.</p> <p>Non- Refundable:</p> <ul style="list-style-type: none"> - \$250.00 Administration Fee - Enrolment Fee paid to the Agent - Material Fees
<p>Where a student does not commence the course on the start date and subsequently provides notice of withdrawal from the course.</p>	<p>Refundable:</p> <p>The weekly tuition fee from term 2 onwards where applicable.</p> <p>Non- Refundable:</p> <ul style="list-style-type: none"> - \$250.00 Administration Fee - Enrolment Fee paid to the Agent - Material Fees

<p>Student defers the course due to compelling circumstances beyond the student’s control.</p>	<p>Refundable: None</p> <p>Non- Refundable:</p> <ul style="list-style-type: none"> - \$250.00 Administration Fee - Enrolment Fee paid to the Agent - Material Fees - All pre-paid tuition fees.
<p>Student is granted Temporary Resident/ Permanent Resident Visa during a study period and student wishes to withdraw from the course.</p>	<p>Refundable: None</p> <p>Non- Refundable:</p> <ul style="list-style-type: none"> - \$250.00 Administration Fee - Enrolment Fee paid to the Agent - Material Fees - All pre-paid tuition fees.
<p>SCSB is unable to commence a course prior to the agreed start date.</p>	<p>Refundable:</p> <ul style="list-style-type: none"> - Full tuition fees paid - Material Fees less <p>Non- Refundable:</p> <ul style="list-style-type: none"> - \$250.00 Administration Fee - Enrolment Fee paid to the Agent
<p>SCSB cancels the student’s enrolment in the course because of student misconduct, breached visa conditions, failure to pay outstanding fees, Unsatisfactory Academic Progress.</p>	<p>Refundable: None</p> <p>Non- Refundable:</p> <ul style="list-style-type: none"> - \$250.00 Administration Fee - Enrolment Fee paid to the Agent - Material Fees - All pre-paid tuition fees for current and subsequent terms. <p>All unpaid tuition fees will need to be paid to SCSB.</p>
<p>SCSB cancels a course during study period.</p>	<p>In the unlikely event of the SCSB’s default of a course, students will be offered with two options:</p> <p>I) Refund:</p> <p>Refundable:</p> <ul style="list-style-type: none"> - The weekly tuition fee times

	<p>the weeks in default period</p> <p>Non- Refundable:</p> <ul style="list-style-type: none"> - \$250.00 Administration Fee - Enrolment Fee paid to the Agent - Material Fees - All pre-paid tuition fees for current and subsequent terms. <p>2) Alternative Course Arrangement: Students can be offered an alternative course at SCSB with no extra charge.</p> <p>Students will have the right to choose one of the above options.</p>
<p><i>Overseas student refunds are calculated based on the amount received from the student’s education agent. No request for refunded will be accepted 12 months after the payment was received by SCSB.</i></p>	

Document and Version Control

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Approved by	Principal
Approval Date	1 st May 2021
Policy Owner	Southern Cross School of Business
Policy contact	Principal
Related Standard	<ul style="list-style-type: none"> - National Code of Practice for Providers of Education and Training to Overseas Students 2018 Part D, Standard 3 - Standards for Registered Training Organisations (RTOs) 2015.
Related Documents	<ul style="list-style-type: none"> - ESOS Framework - Education Services for Overseas Students Act 2000 (Cth) - Privacy Act 1988 (Cth)