



Course Cancellation and Refund Policy

A. Purpose:

Sydney College is committed to ensuring fair and equitable policies and procedures are in place regarding payment of any fees to the College. Sydney College is bound by the provisions of the *Education Services for Overseas Students Act 2000* (ESOS Act). This legislation governs the operations of Sydney College including cancellation of the enrolment and refund of student fees

B. Policy Statement:

Sydney College outlines the process regarding the cancellation of the enrolment and refund of fees to international students and applies to all course monies paid to Sydney College and includes any course monies paid to an education agent to be remitted to Sydney College.

This policy outlines Sydney College requirements for the following:

- a) Payment of course fees and refunds
- b) Student default
- c) Provider default
- d) Process for claiming a refund
- e) Your personal information
- f) Conditions of Enrolment

C. Procedures:

Refund Conditions

- Fees paid prior to the course commencement date will only be refunded as detailed below. Refund applications must be made in writing to the College. The student refund application form, available from the College and Sydney College website, must be used as the written application. The College will accept requests by mail or email to have the student refund application form sent to them. If approved, refunds will be made within 28 days of receipt of a written application.
- If you defer starting a course and then cancel the course, the original start date before your request for deferment(s), will be used as the original course start date to determine whether a refund is to be made.
- All refunds will be made in Australian Dollars (AUD). Payment of refunds will not be made in cash directly to the student, but transferred to the nominated bank account or through the appointed agent.
- Course Fees are not transferable to another student or institution.
- Refunds will be made to the bank details nominated in the Application for Fees Refund form.
- Bank charges are deducted for refunds made by bank draft or electronic transfer.
- For the fee of Overseas Student Health Cover (OSHC), the refund conditions of the OSHC provider are applicable. If a student wants to cancel his/her OSHC, student must contact OSHC provider for details of refund conditions.



Student Default

1. No refund of tuition fees will be made where a student's enrolment is cancelled for any of the following reasons:
 - a) Notification of cancellation by the student less than 7 days prior to course commencement
 - b) Failure to maintain satisfactory course progress
 - c) Failure to maintain satisfactory attendance
 - d) Failure to pay course fees
 - e) Any behaviour identified as resulting in enrolment cancellation as outlined in Sydney College Deferral, Suspension or Cancellation of an Overseas Student Enrolment Policy.
2. The student will be deemed to have defaulted if he/she cancels their course prior to commencement, does not commence the course on the commencement date, and/or fails to comply with Terms and Conditions of Enrolment and/or conditions of their visa conditions.
3. In cases where the student defaults prior to commencement, Sydney College will refund fees paid by or on behalf of the student in accordance with the Cancellation and Refund Policy within 28 days after receiving written notice.
4. \$300 Administration Fee will be applied if the student cancels the course. The administration fee is applicable in any case.
5. The amounts of refund depend on the date when the written notification for cancellation is received by Sydney College and are given below:

• If cancelled	• Amount to be refunded
• More than 28 days prior to the commencement of the course	• 70% of tuition fees and material fees paid
• between 28 – 7 days prior to the commencement of the course	• 50% of tuition fees and material fees paid
• Less than 7 days prior to the commencement of the course	• No refund

6. If a student defaults after the course commencement, breaches his/her visa conditions, does not pay fees on time, or has their enrolment suspended or cancelled, no fees will be refunded to the student.
7. In any case of student default, enrolment fee, CoE issue fee, credit card transaction fee, airport pick-up fee and accommodation placement fee are not refundable.
8. Where 2 or more courses are packaged, the conditions apply to all elements. If enrolment fee is waived due to special conditions/offers, all refunds attract an administration charge of \$300. The course start date for packaged courses is taken to be the start date of the first course in the package.
9. The deposit fee paid to secure the next course/s enrolled in package courses is not refundable or transferrable to any other course.



10. The aforementioned course commencement date refers to the first day of the course enrolled, not the commencement of the term. No refunds will be issued after the course starts irrespective of instalment plan and term start dates.

Student Default (Visa Refusal)

1. If a visa application to study in Australia is refused by the DHA because of reasons considered as 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 the college will be made. The reasons on visa refusal letter are to be taken into consideration to determine whether refusal is because of unlawful reasons.
2. If a visa application is refused by the Department of Home Affairs before or after the course commences because of reasons other than the ones stated in clause 1 of this section, Sydney College will process refund in accordance with the Australian Government Education Services for Overseas Students (Calculation of Refund) Specification 2014.
3. The application for a refund must be made in writing to Sydney College together with a copy of visa rejection notification from the Australian Embassy/ High Commission/ Department of Home Affairs.
4. In any case of visa refusal, **Administration Fee of \$300** will be applied by Sydney College.
5. In any case of visa refusal, Airport Transfer Fee, Enrolment Fee, CoE Issue Fee, Credit Card Transaction Fee and Accommodation Placement Fee are not refundable.
6. If the student paid the fee of Overseas Student Health Cover to Sydney College, it will be refunded in full to the student within 28 days if the visa application is refused prior to commencement of the course.

Provider Default

1. Sydney College reserves its right to cancel a course and/or enrolment prior to commencement date. If Sydney College 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.
2. In any case, enrolment fee, airport pick-up fee, CoE Issue Fee, credit card transaction fee and accommodation placement fee are not refundable
3. In the unlikely event that Sydney College 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 28 days of the default day
4. Situations where a provider default may occur include:
 - a. The course does not start of the agreed starting date which is notified in the Offer Letter
 - b. The course stops being provided after it starts and before it is completed
 - c. The course is not provided fully to the student because the college has a sanction imposed by a government regulator



5. Alternatively, the student may be offered enrolment in an alternative course by Sydney College at no extra cost to him/her. 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 Sydney College's expense, then Sydney College is relieved of its liability to make the payment.
6. The student must advise Sydney College in writing whether or not they agree to the alternative arrangement.
7. All refunds will include a statement explaining how the refund amount was calculated.
8. If Sydney College is unable to provide a refund or place the student in an alternative course, the Tuition Protection Scheme (TPS) will place the student in a suitable alternative course at no extra cost to the student.
9. 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.
10. The enrolment fee, CoE issue fee, credit card transaction fee, airport pick-up fee and accommodation placement fee are not refundable.

Process for claiming a refund

- Sydney College accepts refund applications made in writing. All refund applications must be made using Student Refund Application form available in the college and Sydney College website.
- Students need to fill Student Refund Application Form and submit it to the college in person, or through mail or e-mail.
- Sydney College will process the refund application upon receiving the written application.
- Sydney College will refund all refundable monies in accordance with the conditions of Refunds Policy within 28 days after receiving the written application.
- Payment of refunds will not be made in cash directly to the student, but transferred to the his/her overseas or Australian bank account nominated in refund application form.
- Sydney College informs the student or agent through e-mail when the refund is made to the nominated bank account.
- In case of the student's disagreement with the amount of refund, the student can appeal to Sydney College in accordance with Appeals and Complaints process.

Consumer Rights

Sydney College will notify students in the event that any of the following changes occurs that may affect the services being provided in this agreement. These include:

- a change in ownership of the RTO, and/or
- any changes to or new third party agreements that are put in place for the delivery of services outlined in this agreement



This agreement, and the right to make complaints and seek appeals on decisions and actions under various processes, does not affect the rights of the student to take action under Australian Consumer Law if the Australian Consumer Law applies.

D. Pro-forma and supporting documents

- Application for Fees Refund Form