

Refund Policy

Document

Document Name	Refund Policy
Brief Description	This policy sets out the approach of the Sydney Institute of Business and Technology (SIBT) relating to the management of student refunds.
Responsibility	Senior Management Team
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Version Control

Date/Approval	Version No.	Summary of Changes	Reviewer Name and Department/Office
07/10/15	1	Combined the International Student Refund Policy and the Local Student Refund Policy into the Refund Policy. Table 1 and Table 2 have had more information added to them. Approved by SMT.	Senior Management Team
01/07/16	2	Policy updated	Senior Management Team
30/10/17	3	Policy reviewed and updated by Finance (17)	Senior Management Team
6/12/18	4	Policy reviewed and updated and approved by SMT	Senior Management Team
3/12/20	5	Policy review and update. Inclusion of definition of compassionate and compelling circumstances as per National Code 2018, update to Visa Refusal cancellation fee, update to definition of "domestic student" student to include humanitarian visa.	Senior Management Team
05/09/23	6	Transferred to the new template, definitions added. Provisions added: students need to pay 50% of the total program fees upon commencement, no refund when request to release have been rejected, cancellation charge of 20%+\$500 added for international packaged students who withdraw from their SIBT principal course of study and who has already commenced their programs of study leading to the SIBT principal program., Provisions removed: full refund (less \$500) for students who failed to meet entry requirements.	Senior Management Team

Date/Approval	Version No.	Summary of Changes	Reviewer Name and Department/Office
		More detailed and comprehensive cancellation charges tables added. Section 7 and Appendices A and B added.	

Related Documents

Name	Location
Student Complaints and Appeals Policy	SIBT Website
Deferring, Leave of Absence, and Cancelling Student's Enrolment Policy	SIBT Website
The Tuition Protection Service (TPS)	https://www.education.gov.au/tps
Higher Education Support Act 2003	https://www.legislation.gov.au/
FEE-HELP Guidelines 2017	https://www.legislation.gov.au/
Education Services for Overseas Students Act 2000	https://www.legislation.gov.au/
Education Services for Overseas Students Regulations 2019	http://www.austlii.edu.au/
National Code of Practice for Providers of Education and Training to Overseas Students 2018	https://www.legislation.gov.au/
Education Services for Overseas Students (Calculation of Refund) Specification 2014	https://www.legislation.gov.au/
Australian Consumer Law	https://consumer.gov.au/



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1. Purpose

- a) The Refund Policy sets out the conditions under which the refund of tuition fees may be granted to students and defines how refunds will be administered by Sydney Institute of Business and Technology (SIBT).

2. Definitions

Term	Meaning
Domestic Student	A student who is an Australian or New Zealand citizen or an Australian permanent resident (holders of all categories of permanent residency visas, including humanitarian visas).
International Student	A student who is a temporary resident (visa status) of Australia, a permanent resident (visa status) of New Zealand, or a resident or citizen of any other country.
Payment Plan	A payment arrangement intended to assist students with demonstrated financial hardship and are unable to pay their fees in full by the due date.
FEE-HELP Assistance	A Commonwealth Government loan scheme that assists eligible full-fee paying domestic students to pay their tuition fees. FEE-HELP can cover all or part of a student's tuition fees. Permanent Residents (non-humanitarian subclass) and New Zealand Citizens (non-special category visa) are considered domestic students but do not meet the citizenship and residency requirements for FEE-HELP assistance.
Upfront Payment of Tuition fees	Tuition fees for units of study paid directly by a student to SIBT.
Packaged Program	A program that includes multiple programs, which may or may not be wholly provided by SIBT.
Packaged Student	A student who has accepted a Package Offer of Admission to undertake a program/s prior or after an SIBT program of study.
Unit	A single subject of study which is completed in one session.
Program	A course of study comprising of the required number of units which make up a qualification (e.g., Diploma)
Principal Program	The main program of study for a packaged student for which the student visa is issued.
Deferral	A temporary postponement of the program commencement date after an offer in a course of study has been made. Deferral may be initiated by the student or by SIBT.
Suspension of Enrolment	Placing a student's enrolment temporarily on hold. Suspension of enrolment is initiated by SIBT.
Leave of Absence	A temporary break from studying after a student has commenced their course of study. Students must apply for the Leave of Absence.
Withdrawal	Cancellation of the enrolment upon student's request – such as withdrawal from all units in a study period with no units planned for in a future study period; failure to enrol in future study periods; transfer to another provider. Withdrawal may also occur on the unit level.
Cancellation of Enrolment	Permanent cessation of a student's enrolment initiated by SIBT.
DHA	Department of Home Affairs

Unused Tuition Fees	Tuition fees paid when no educational services were provided.
Study Period Fees	Tuition fees paid for a single full study period for educational services. Full time study load normally consists of three (3) units of study in Diploma programs and four (4) units of study in Foundation programs.
Required Deposit	The deposit for the program fees as stipulated on the accepted Offer Letter, required to be paid upon admission.
Unit Fees	Tuition fees paid for a single unit for educational services.
Refund	Money paid back for upfront payments of tuition fees for a unit/s.
Remission	Cancellation of FEE-HELP debt for a unit/s.
Tuition Protection Service (TPS)	The Tuition Protection Service (TPS) may assist students to either continue their studies through another program or different provider, or by being provided a refund or loan re-credit for education and training they paid for but did not receive.
PRISMS	Provider Registration and International Student Management System
Financial Census Date	Last working day of week four (4) in any given study period.
Academic Census Date	Last working day of week eight (8) in any given study period.

3. Application

- a) The Refund Policy applies to all SIBT students (including applicants).

4. Policy Statement

- a) SIBT upholds the value of fairness and equity and is committed to:
 - i. Providing thorough and accurate information about tuition fees and other charges to its students and applicants;
 - ii. Ensuring that, in certain circumstances, students are entitled to a full or partial refund of the upfront payments of tuition fees or remission of debts for a unit/s.
- b) SIBT will endeavour to ensure that students are aware of any available refunds/remissions of debts under this policy. It is ultimately the student's responsibility to be aware of any available refunds on their account and to maintain their current contact details.
- c) Once an applicant accepts a place offered by SIBT and pays fees or submits a request for FEE-HELP, a binding contract is created between the student and SIBT.
- d) Prospective and commencing international students are not required to pay more than 50% of their total program fees as listed on their Offer Letter. A student who elects to pay more than the required 50% (chooses to 'overpay'), will have their overpayment credited towards their account and applied to the fees for the next study period.
- e) A student's enrolment may be cancelled upon a student's request to withdraw from a unit or program at any point in time, or by SIBT due to serious academic or non-academic misconduct or other factors.
- f) Depending on the time when the student's request to withdraw their enrolment is received, a student may be subject to a cancellation charge as outlined in section 6.

5. Conditions

- a) SIBT reserves the right to withdraw a program or unit(s) from offer at its own discretion. If a student is unable to enrol in a similar program or unit(s) at SIBT and the enrolment is cancelled, all unused tuition fees paid will be refunded and debts remitted.
- b) In the event of default by SIBT as the provider, the provisions of the Education Services for Overseas Students (ESOS) Act 2000, Education Services for Overseas Students (ESOS) Regulations 2019, and the Higher Education Support Act (HESA) 2003 will apply. SIBT may offer students an enrolment in an alternative program at no extra cost, providing the student meets the entry requirements. Students can choose whether they would prefer a full refund/remission of debts of tuition fees, or to accept a place in another program. If a student:
 - i. Chooses placement in another program, they will be required to sign a document to indicate that they have accepted the placement;
 - ii. Chooses less expensive alternative program, SIBT will refund the difference of tuition fees;
 - iii. Prefers a full refund/remission of debts, it will be paid within two (2) weeks of the day on which the program ceased being provided.
- c) If SIBT is unable to provide a refund/remit debts or place a student in an alternative program, they will be protected by the Tuition Protection Service (TPS). The TPS will attempt to place a student in a suitable alternative program or, if this is not possible, they will be eligible for a refund/remission of debts. All refunds/remissions of debts will be paid into the same account from which the payment was made to SIBT. For more information, please visit <https://tps.gov.au>.
- d) Students who are officially sponsored are not permitted to request a refund of any tuition fee credits. In such circumstances, the recorded sponsor must apply for a refund.
- e) Late payment and cancellation charges are non-refundable.
- f) A student is not entitled to any refunds/remissions of debts when:
 - i. Unit/s have been successfully completed; or
 - ii. An international student's visa has been cancelled or visa renewal rejected; or
 - iii. They withdrew from a program or cancellation of enrolment occurred after the Financial Census Date in any study period and there are no extenuating (compassionate and compelling) circumstances evidenced and approved by SIBT; or
 - iv. Admission was obtained based on fraudulent or misleading documents or information; or
 - v. International student's request for release has been rejected, and student has:
 - Chosen not to access the Student Complaints and Appeals process within 20-working day period; or
 - Withdrawn from the process; or
 - Accessed the Student Complaints and Appeals process, and it resulted in a decision supporting SIBT.
- g) An international student whose enrolment is cancelled by SIBT at the end of a study period due to unsatisfactory academic progress will be charged an administration fee of \$500.

- h) A student who fails to re-enrol in a study period by the Financial Census Date will have their enrolment cancelled due to non-enrolment. Cancellation charges will be applied and effective from the date as set out in the Table 1 and Table 2. Refer to section 6.
- i) Any positive balance remaining on the student account 12 months after the student's enrolment has been completed, cancelled, or withdrawn from the program will be forfeited. Students can access their account details through SIBT's student portal.
- j) All refund payments will be made in Australian Dollars (AUD). Where it is necessary for SIBT to convert the refund into a currency other than Australian dollars in order for the payment to be made, it will be converted using the exchange rate on the day the payment is made. SIBT will not be responsible for fluctuations in exchange rates.
- k) Refunds will be paid to the person who enters into the contract with SIBT (normally the student), unless the person gives a written consent to SIBT to pay the refund to another person.
- l) Payments received via credit card will be refunded to the originating credit card account.
- m) If a student wishes to defer commencement of the program until a later study period, SIBT will hold the fees paid until commencement, without penalty. Deferrals will only be accepted until the end of week four (4), except where there is evidence of extenuating (compassionate and compelling) circumstances. Students who defer the commencement of the program and then subsequently withdraw from the program will be liable for cancellation charges from the date of the original Program Deferral application, regardless of a subsequent offer being made.
- n) Refund of Overseas Student Health Cover (OSHC) premiums can only be considered in accordance with the refund policy of the OSHC provider. If any current student withdraws from the program, SIBT will cancel their health cover from the date their eCoE has been cancelled.
- o) If part of a packaged program is provided by an external party, the refunds/remission of debts relating to that part of a program are not considered by this policy.
- p) Refunds/remissions of debts will be granted according to the following guidelines. Any request which falls outside these guidelines will be referred to the College Director and Principal or their nominee, for consideration and decision.
- q) SIBT may commence applicable disciplinary procedures if a person to whom this policy applies breaches this policy (or any related procedures).

6. Cancellation Charges

6.1 International Students

- a) All international students are subject to the cancellation charges as set out in Table 1 – Cancellation Charges for International Students.

Table 1 – Cancellation Charges for International Students

Commencing International Students (Program)		
Reason	Notification Period	Cancellation Charges
Visa Refusal (Evidence of visa refusal is required)	Before program commencement date	\$500 Administration fee or 5% of required deposit paid (whichever is lesser)
Cancellation/Withdrawal from an SIBT principal program by a packaged student who has already commenced their programs of study leading to the SIBT principal program.		20% of required deposit paid + \$500 Administration fee
Cancellation/Withdrawal from program	More than 10 weeks before program commencement date	\$500 Administration fee
Cancellation/Withdrawal from program	Between 4 and 10 weeks before program commencement date	30% of required deposit paid + \$500 Administration fee
Cancellation/Withdrawal from program	Within 4 weeks before program commencement date	60% of required deposit paid + \$500 Administration fee
Cancellation/Withdrawal from program	After the program commencement date but on or before Financial Census Date	70% of required deposit paid + \$500 Administration fee
Cancellation/Withdrawal from program	After Financial Census Date	100% of required deposit paid
Deferral	On or before Financial Census Date	Fees will be credited to next study period
Admission was obtained based on fraudulent or misleading documents or information		100% of required deposit paid
Continuing International Students (Program)		
Reason	Notification Period	Cancellation Charges
Withdrawal from program	On or before Financial Census Date of any study period	70% of study period fees + \$500 Administration fee
Withdrawal from program	After Financial Census Date of any study period	100% of study period fees

Commencing International Students (Program)		
Reason	Notification Period	Cancellation Charges
Leave of Absence	On or before Financial Census Date of any study period	Fees will be credited to next study period
Leave of Absence	After Financial Census Date of any study period	Cancellation charges will depend on the outcome of the student's application for the Withdrawal Without Financial Penalty.
Student visa is cancelled, or visa renewal rejected		100% of study period fees
Student enrolment is cancelled by SIBT due to unsatisfactory academic progress	At the completion of internal and/or external appeal process	\$500 Administration fee
Student enrolment is cancelled by SIBT due to non-enrolment by the Financial Census Date for that study period		100% of unused study period fees
Student's request for release is rejected		100% of unused study period fees
International Students (Unit)		
Reason	Notification Period	Cancellation Charges
Withdrawal from a unit	On or before Financial Census Date	Fees will be credited to next study period
Withdrawal from a unit	After Financial Census Date	100% of unit fees

6.2 Domestic Students

- a) All domestic students are subject to the cancellation charges or incurrence of FEE-HELP debts as set out in Table 2 – Cancellation Charges for Domestic Students.

Table 2 – Cancellation Charges for Domestic Students

Domestic Students (Program)		
Reason	Notification Period	Cancellation Charges
Cancellation/Withdrawal from program	On or before Financial Census Date	0% of study period fees
Cancellation/Withdrawal from program	After Financial Census Date	100% of study period fees
Deferral	On or before Financial Census Date	Fees will be credited to next study period
Leave of Absence	On or before Financial Census Date	0% of unused study period fees
Leave of Absence	After Financial Census Date	100% of study period fees
Admission was obtained based on fraudulent or misleading documents or information		100% of study period fees
Student enrolment is cancelled by SIBT due to unsatisfactory academic progress	At the completion of internal and/or external appeal process	0% of unused study period fees
Student enrolment is cancelled by SIBT due to non-enrolment by Financial Census Date for that study period		0% of unused study period fees
Fees in credit after program completion		0% of unused tuition fees
Domestic Students (Unit)		
Reason	Notification Period	Cancellation Charges
Withdrawal from a unit	On or before Financial Census Date	0% of unit fees
Withdrawal from a unit	After Financial Census Date	100% of unit fees

7. Applying for Refund/Remission

- a) If extenuating (compelling or compassionate) circumstances exist and a student plans to withdraw from their unit(s) or program, they can apply for a:
 - i. Withdrawal with no academic penalties, for withdrawals after the Academic Census Date. To initiate the withdrawal without academic penalties students must contact Student Learning and Welfare Support team; and
 - ii. Remission of FEE-HELP debts (domestic students); or
 - iii. Refund of upfront payments of tuition fees (international students or domestic students with upfront payments of tuition fees).
- b) Students can apply for a refund of upfront payments of tuition fees, or a remission of FEE-HELP debts if they were unable to continue studying and withdrew from a unit(s).
- c) The debt or fee may be removed when a student has met the three (3) criteria for extenuating (compassionate and compelling) circumstances set out in Appendix A a).
- d) Students requesting a refund of fees or remission of FEE-HELP debts are required to complete a Refund Request application. The application must be accompanied by the supporting documentation evidencing extenuating (compelling or compassionate) circumstances.
- e) The Refund Request application:
 - i. Must be signed by the student's parent or legal guardian when the student is under 18 years of age;
 - ii. May be submitted by the student's parent or legal guardian on behalf of student who is incapable of doing so.
- f) The Refund Request application must be received by SIBT within 12 months from the date specified as the day the withdrawal takes effect. If a student has not withdrawn from their unit(s) or has not been given a notice of cancellation from SIBT, the Refund Request application must be received within 12 months from the last day of the study period in which they were enrolled in the unit(s). These time limits apply to all study periods. The applications received after these dates cannot be considered unless there were extenuating (compassionate and compelling) circumstances as determined at the discretion of SIBT.
- g) Students requesting refund or remission of debts are strongly encouraged to consult with the SIBT Student Support Team member or with Admissions Team member (for students who have not commenced their program) before submitting the Refund Request application.
- h) The date the completed Refund Request application and supporting documentation are received by SIBT is when the Refund Policy takes effect.
- i) A Refund Request application may be submitted for units that are currently being attempted or have not been successfully completed i.e., Fail (F), Fail Absent (FA), and Withdrawn Fail (WF) status. Students applying for refund or remission of debts in the current study period must withdraw from the unit(s) before submitting the application.
- j) Refund Request applications will not be approved where no extenuating (compassionate and compelling) circumstances exist. A lack of knowledge or understanding of administrative requirements or deadlines are not considered

extenuating (compassionate and compelling) circumstances beyond a person's control.

- k) Refund Request applications are considered usually within four (4) weeks by the:
 - i. Admissions Manager – for commencing students; or
 - ii. Student and Academic Services Manager – for continuing students.Approvals of Refund Requests outside of the provisions of this policy will be escalated to the College Director and Principal.
- l) Where a student is entitled to a refund of fees or remission of debts under this policy, the refund will be paid within four (4) weeks of approving the Refund Request application.
- m) For students granted a remission of FEE-HELP debts, the refund is re-credited to their FEE-HELP balance to remove or reduce the FEE-HELP debt. SIBT makes payment to the Commonwealth Government the amount equal to the FEE-HELP paid to SIBT on behalf of the student at the time of enrolment for the unit(s) of study approved for refund. SIBT notifies the Department of Education of the variation. The Department of Education notifies the Australian Taxation Office that the debt has been removed or reduced.
- n) If a remission or refund is approved, and a student received a fail grade for the unit, the unit status will be amended to Cancelled. This process is only available for students who remained enrolled in a unit beyond the Financial Census Date for that study period, where due to their extenuating (compassionate and compelling) circumstances, they were unable to complete the compulsory requirements of that unit.

8. Appeal

- a) Students can appeal any decision made under this policy within 20 working days from the receipt of the notification in accordance with the Student Complaints and Appeals Policy.

Appendix A: Extenuating (Compassionate and Compelling) Circumstances

- a) Extenuating (compassionate and compelling) circumstances are unusual or abnormal events or situations that:
 - i. Occurred on or after the Financial Census Date, or the impact of which was realised on or after Financial Census Date;
 - ii. Are beyond a student's control and could not reasonably have been foreseen or prevented; and
 - iii. Have been severe enough to prevent them from successfully completing their unit of study.
- b) Extenuating (compassionate and compelling) circumstances include, but are not limited to:
 - i. Serious illness or injury, including deterioration of a pre-existing health condition;
 - ii. Family or personal circumstances which have severely impacted the student's ability to continue with study;
 - iii. Bereavement of close family members such as parents or grandparents;
 - iv. Major political upheaval or natural disaster, in the case of international students this may include such situations occurring in their home country requiring emergency travel where this has impacted on the international student's studies;
 - v. A traumatic experience, which could include:
 - Involvement in, or witnessing of a serious accident; or
 - Witnessing or being the victim of a serious crime, and this has impacted on the student (these cases should be supported by police or psychologists' reports);
 - vi. Where SIBT was unable to offer a pre-requisite unit, or the international student has failed a pre-requisite unit and therefore faces a shortage of relevant units for which they are eligible to enrol.
- c) Students whose circumstances are outside the ones listed above should seek assistance from the Student Support or other professional services and attach supporting documentation obtained from them. The 'other' circumstances may include but are not limited to:
 - i. Severe disruption to domestic arrangements;
 - ii. Relationship breakdown;
 - iii. Religious observance or obligations;
 - iv. Formal legal commitments;
 - v. Jury duty;
 - vi. Military or/and emergency service;
 - vii. Service with a recognised emergency management service;
 - viii. Participation in significant national or international events.
- d) Students will need to be able to prove their claim for extenuating (compassionate and compelling) circumstances by providing appropriate supporting documentation (see Appendix B).

Appendix B: Acceptable Supporting Documentation

Circumstances	Documents
Visa Delay/Refusal	<ul style="list-style-type: none"> A letter advising that the applicant has not been able to obtain a visa yet issued by Department of Home Affairs (DHA); Visa refusal letter issued by Department of Home Affairs (DHA).
Failure to meet academic and/or English entry requirements	<ul style="list-style-type: none"> IELTS (or similar) test results; or High school results (or similar)
Medical and Health	<ul style="list-style-type: none"> An original certificate/letter/report from a doctor or registered treating health professional on a letterhead, including signature or providers stamp, provider's number, and a statement that student was unable to attend classes; A medical certificate stating just "illness" or "medical condition" or "medical reason" may not be sufficient.
Personal and Welfare	<ul style="list-style-type: none"> A statement from a doctor, counsellor, social worker, or independent member of the community (e.g., A Justice of the Peace or a Minister of Religion); A certificate from a funeral director; A death certificate; A certified call to Australian Defence Forces; A letter/report describing the nature of emergency attended by the State Emergency Service or Country/Rural Fire Service; A copy of an accident report; A court summons or similar.
Academic	<ul style="list-style-type: none"> A copy of any academic advice received from their program convenor or a student learning advisor.

- a) Supporting documentation for extenuating (compassionate or compelling) circumstances must be from an independent source or authority, and clearly indicate:
 - i. What the special circumstances were;
 - ii. When they occurred;
 - iii. How long they lasted;
 - iv. The level of impact of the special circumstances.
- b) A personal statement from a student, their friend or family member, outlining their circumstances is not sufficient evidence to demonstrate extenuating (compassionate and compelling) circumstances.
- c) For international students a lack of funds is not accepted by the Department of Home Affairs (DHA) as an extenuation (compassionate and compelling) reason to defer or take leave. It is a condition of a student visa that students have access to funds to cover their tuition fees and cost of living for their first year of study in Australia. International students should not rely on income from paid employment while in Australia to cover their fees and living expenses during this period. Students experiencing an unexpected and unforeseeable change in circumstances should meet with student support to discuss their situation.
- d) Supporting documentation must be in English (or accompanied by certified translation), on official letterhead (if relevant), signed, and dated.