

Refund Policy and Procedure

Document

Document Name	Refund Policy and Procedure
Brief Description	This policy sets out the approach of the Sydney Institute of Business and Technology (SIBT) relating to the management of student refunds.
Responsible Officer	Director of Student and Academic Services
Delegated Approver	Senior Management Team
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Date/Approval	Version No.	Summary of Changes	Reviewer Name and Department/Office
11/6/26	8	Update 8.1. g) Responsibility for reviewing requests for continuing and other situations reassigned. Cancellation charges tables updated to align with updates by Legal to cancellation charges in the Letters of Offer.	Senior Management Team

Related Documents

Name	Location
Deferring, Leave of Absence, and Cancelling Student's Enrolment Policy	SIBT Website
Enrolment Policy	SIBT Website
Statement of Tuition Assurance	SIBT Website
Student Complaints and Appeals Policy	SIBT Website
Tuition Fees and Charges Policy	SIBT Website
Refund Request Application	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/



Name	Location
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) This Policy sets out the conditions under which the refund of tuition fees may be granted or incidental fees administered by Sydney Institute of Business and Technology (SIBT).

2. Definitions

Term	Meaning
Cancellation of Enrolment	The students' place in a program is cancelled and they cease to be an SIBT student.
DHA	Department of Home Affairs.
Deferral	A temporary postponement of a commencement date after an offer in a course of study has been made. Deferrals must occur prior to Financial Census and may be initiated by the student or by SIBT.
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).
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. New Zealand SCV holders are eligible however 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.
Financial Census Date	The final date students can apply for or withdraw from units without financial penalty is the last <u>teaching day</u> in week four (4). The Census date is a minimum of 20% of the way through a unit.
International Student	A student who is a temporary resident (visa status) of Australia and does not meet any criteria to be considered a domestic student.
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.
Incidental fees and charges	Supplementary costs, beyond tuition, for goods and services related to a program, that are not essential for course completion but are usually user pay and are not free or refundable.
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 to or after completion of an SIBT program.
Principal Program	The main program of study for a packaged student for which the student visa is issued.
Program	A course of study comprising of the required number of units which make up a qualification (e.g., Diploma)
Refund	Money paid back for upfront payments of tuition fees for a unit/s.
Remission	Cancellation of FEE-HELP debt for a unit/s.
Required Deposit	The deposit for the program fees as stipulated on the accepted Offer Letter, required to be paid upon admission.

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.
Tuition Fees	Payments made by students for the provision of instruction and educational services
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 with a refund or loan re-credit for education and training they paid for but did not receive.
Unit	A single subject of study which is completed in one session.
Unit Fees	Tuition fees paid for a single unit for educational services.
Unused Tuition Fees	Tuition fees paid for educational services not yet provided.
Upfront Payment of Tuition fees	Tuition fees for units of study paid by a student to SIBT for study that has not yet commenced or past census.
Withdrawal	Students initiated withdrawal from program or unit/s in a study period.
Withdrawal without Financial Penalty (WWFP)	Students withdraw from a course or unit without incurring any financial liability in particular when a student withdraws before the census date or when they are granted WWFP due to extenuating (compassionate and compelling) circumstances.

3. Application

- a) This Policy applies to all commencing, current and past SIBT students.
- b) This Policy does not apply to deposits or other fees paid to SIBT's University Partner for the principal program in a packaged offer.
- c) This policy does not apply to payments made to a third-party provider for Overseas Student Health Cover (OSHC) or other payments such as payments to accommodation providers.

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 incidental fees and 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 ensure applicants have access to this Policy prior to accepting a place in an SIBT Program;
- c) SIBT will endeavour to ensure that students are aware of Financial Census Dates and any available refunds or remissions of debts under this policy noting it is ultimately the student's responsibility to be aware of critical dates and any available refunds on their account and to maintain their current contact details.

5. Refunds for Students enrolled in a Packaged Program

- a) If part of a packaged program is provided by a partner, the refunds or remission of debts relating to that part of a program are not considered by this policy and the partner's policies apply.
- b) Fees and refund processes for students studying under a Packaged offer will be outlined in the Student's Letter of Offer and Acceptance of Offer at the time of enrolment with SIBT. Included with the Letter of Offer will be access to SIBT and any partner organisations Refund Policies.

6. Conditions

6.1 Cancellation of Enrolment by SIBT

- 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) A student's enrolment may be cancelled by SIBT as a result of serious academic or non-academic misconduct or other factors.
- c) In the event of Provider default by SIBT, 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 an addendum to their existing Letter of Offer to confirm acceptance of placement in the new program;
 - ii. Chooses less expensive alternative program, SIBT will refund the difference of tuition fees;
 - iii. Prefers a full refund or remission of debts, it will be paid within two (2) weeks of the day on which the program ceased being provided.
- d) If SIBT is unable to provide a refund or 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, the student will be eligible for a refund/remission of debts. All refunds will be paid into the same account from which the payment was made to SIBT. For more information, please visit <https://tps.gov.au>.

6.2 Circumstances not eligible for refunds

- a) A student is not entitled to any refunds or remissions of debts when:
 - i. Unit/s have been successfully completed; or
 - ii. They withdrew from a program, or their enrolment was cancelled after the Financial Census Date in any study period and there are no extenuating

(compassionate and compelling) circumstances evidenced and approved by SIBT; or

- iii. International student's request for release has been rejected, and the 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.

6.3 Circumstances initiated by students

- a) Once an applicant accepts a place offered by SIBT and pays the required deposit/s or submits a request for FEE-HELP, a binding contract is created between the student and SIBT.
- b) 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.
- c) If a student who is approved to transfer to another Provider has unused tuition fees, they will need to complete a Refund Request. Non-refundable components of pre-paid tuition fees will be retained by SIBT. Refer [Tuition Fees and Charges Policy](#).
- d) A student's enrolment may be cancelled upon a student's request to withdraw from a program at any point in time. 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 7 Cancellation Charges](#).
- e) 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 in [Section 7](#).
- f) 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.
- g) Any positive balance remaining on the student account 12 months after the student's enrolment has been completed or cancelled from the program will be forfeited. Students can access their account details through SIBT's student portal.

6.4 Overseas Student Health Cover (OSHC)

- a) Refund of Overseas Student Health Cover (OSHC) premiums can only be considered in accordance with the refund policy of the OSHC provider. If a current student withdraws from the program and OSHC was organised through SIBT, SIBT will cancel their health cover on their behalf, from the date their eCoE has been cancelled.

7. Cancellation Charges

Any request reason not covered in the Table 1 or Table 2 will be referred to the Director of Student and Academic Services, for consideration and decision.

7.1 International Students

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)		
Refund Reason	Notification Period	Amount Refunded
Visa Refusal (evidence of visa refusal is required)	Before or after program commencement date	Full refund minus the lesser of \$500 administration fee or 5% of prepaid tuition fees
Withdrawal from program	More than 10 weeks before study period commencement date	Full refund of study period tuition fees minus \$500 administration fee. The \$225 enrolment fee is not refundable
	Between 4 and 10 weeks before study period commencement date	60% of study period tuition fees less \$500 administration fee. The \$225 enrolment fee is not refundable.
	Within 4 weeks before study period commencement date	30% of study period tuition fees less \$500 administration fee. The \$225 enrolment fee is not refundable
	After the program commencement date but on or before Financial Census Date for study period	15% of study period tuition fees less \$500 administration fee. The \$225 enrolment fee is not refundable
	After Financial Census Date for study period	No refund for study period tuition fees
Deferral of study or Leave of Absence	On or before Financial Census Date	No charges. Remaining tuition fees paid will be credited towards the next study period
Admission was obtained based on fraudulent or misleading documents or information, or enrolment is cancelled by SIBT due to gross or serious misconduct.	At all times	Refund in accordance with "Withdrawal from program" less any costs reasonably incurred by SIBT in relation to the breach

Continuing International Students (Program)

Refund Reason	Notification Period	Amount Refunded
Withdrawal from program	After the study period commencement date and on or before Financial Census Date of any study period	15% of study period tuition fees less \$500 administration fee. The \$225 enrolment fee is not refundable
	After Financial Census Date of any study period	No refund for study period tuition fees
Leave of Absence	On or before Financial Census Date of any study period	No charges. Remaining tuition fees paid will be credited towards the next study period
	After Financial Census Date of any study period	Refund amount will depend on the outcome of the student's application for Withdrawal Without Financial Penalty (WWFP) but may be a maximum of 100% of study period fees.
Student visa is cancelled, or visa renewal rejected	Refer to "Withdrawal from Program" in Table 1.	As per "Withdrawal from Program" in Table 1
Withdrawal approved due to extenuating (compassionate and compelling) circumstances		Refund amount will depend on the outcome of the student's Special Consideration application.
Student enrolment is cancelled by SIBT due to non-enrolment by the Financial Census Date for that study period		No refund for study period tuition fees paid and/or held in credit
Student enrolment is cancelled by SIBT following approval to transfer to another Provider	On receipt of notification that release is approved by SIBT	Full refund of study period tuition fees minus \$500 administration fee. The \$225 enrolment fee is not refundable.
Fees in credit after program completion		No charges. Fees in credit will be refunded in full.

International Students (Unit)

Refund Reason	Notification Period	Amount Refunded
Withdrawal from a unit	On or before Financial Census Date	No charges. Fees paid will be credited to the next study period
	After Financial Census Date	100% of unit fees

7.2 Domestic Students

All domestic students are subject to the refund terms or FEE-HELP debts as set out in Table 2 – Cancellation Charges for Domestic Students.

Table 2 – Cancellation Charges for Domestic Students

Commencing and Continuing Domestic Students (Program)		
Refund Reason	Notification Period	Amount Refunded
Withdrawal from program	On or before Financial Census Date	No charges. Remaining tuition fees paid will be refunded
	After Financial Census Date	No refund for study period tuition fees
Deferral	On or before Financial Census Date	No charges. Remaining tuition fees paid will be credited to the next study period or refunded
Leave of Absence	On or before Financial Census Date	No charges. Remaining tuition fees paid will be credited to the next study period or refunded
	After Financial Census Date	No refund for study period tuition fees
Student enrolment is cancelled by SIBT due to unsatisfactory academic progress	At the completion of internal and/or external appeal process	No charges. Remaining tuition fees paid will be refunded
Student enrolment is cancelled by SIBT due to non-enrolment by Financial Census Date for that study period		No charges. Remaining tuition fees paid will be refunded
Fees in credit after program completion		No charges. Tuition fees in credit will be refunded in full.

Domestic Students (Unit)		
Reason	Notification Period	Cancellation Charges
Withdrawal from a unit	On or before Financial Census Date	No charges. Any unit tuition fees paid will be credited to another unit or refunded
	After Financial Census Date	No refund for study period tuition fees

8. Refunds process

8.1 Application process

- a) Students can apply for a refund using the [Refund Request Application Form](#) where they will be required to attach supporting evidence.
- b) 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.
- c) Time limits that apply to all study periods:
 - i. The Refund Request application must be received by SIBT within 12 months from the date specified as the day the withdrawal takes effect.
 - ii. 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).
 - iii. Applications received after the specified deadlines cannot be considered unless there were extenuating (compassionate and compelling) circumstances as determined at the discretion of SIBT (refer [Appendix A](#)).
- d) Students requesting refund or remission of debts are strongly encouraged to consult with the relevant team before submitting the Refund Request application:
 - i. Student who has commenced or are continuing - Student Support Team member, or
 - ii. Students who have not commenced their program - Admissions Team member.
- e) The date the completed Refund Request application and supporting documentation are received by SIBT is when the Refund Policy conditions take effect.
- f) 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.
- g) Refund Request applications will be considered within 5 working days by the:
 - i. Admissions Manager – for commencing students; or
 - ii. Director of Student and Academic Services – for continuing students and requests outside of the provisions of this policy.
- h) Payments usually take up to 4 weeks to be concluded.
- i) The student will be advised of the outcome of their Refund Request Application by email and provided with details on the appeals process of their application is unsuccessful.

8.2 Applications under Compelling and Compassionate Circumstances

- a) If extenuating (compelling or compassionate) circumstances exist and a student intends to transfer to another provider and/or withdraw from their unit(s) or program, they can apply for the following by contacting a Student Learning Advisor:
 - i. Refund of upfront payments of tuition fees (international students or domestic students with upfront payments of tuition fees); and

- ii. Withdrawal Without Financial Penalties (WWFP), if withdrawal is after the Financial Census Date.
 - iii. The fee may be refunded when a student has met the three (3) criteria for extenuating (compassionate and compelling) circumstances set out in Appendix A
- b) Applications for a refund or remission of fees must be accompanied by the supporting documentation evidencing extenuating (compelling or compassionate) circumstances (refer [Appendix B](#))

8.3. Refund Conditions, Considerations and Payments

- a) 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.
- b) 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.
- c) Payments received via credit card will be refunded to the originating credit card account.
- d) A student who is granted 'Withdrawal without Financial Penalty' is eligible for a refund.
- e) 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.
- f) 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.
- g) 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.
- h) 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.

9. Appeal

- a) Students can appeal decisions made under this policy within 20 working days from the receipt of the decision notification in accordance with the [Student Complaints and Appeals Policy](#) and [Student Complaints and Appeals Resolution Procedure](#).



10. Review

- a) SIBT monitors the effectiveness and appropriateness of the terms under this Policy to identify continuous improvement opportunities and risk identification and mitigation and to inform updates to the policy.
- b) This Policy will be reviewed by the Responsible Officer and the Quality and Compliance Manager a minimum of every three (3) years, or when there are updates to the regulatory compliance requirements, legislation, regulation, and guidelines.

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. Religious observance or obligations;
 - iii. Formal legal commitments;
 - iv. Jury duty;
 - v. Military or/and emergency service;
 - vi. Service with a recognised emergency management service;
 - vii. 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 (refer [Appendix A](#)) 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.