



University of
South Australia

Centre for
English Language

FEE REFUND POLICY

Contents

SECTION A - INTRODUCTION	3
A.1 Purpose	3
A.2 Scope	3
A.3 Definitions	3
A.4 Acronyms	5
SECTION B - POLICY STATEMENT	6
B.1 Principles	6
B.2 Policy	6
SECTION C - GOVERNANCE	11
C.1 Responsibility	11
C.2 Version Control	11
C.3 Legislative and Organisational Context	11
SECTION D - PROCEDURE	12
D.1 Related Procedures	12
D.2 Related Policies	12
Appendix 1 - SAIBT FEE REFUND SCHEDULE	13
Appendix 2 - CELUSA FEE REFUND SCHEDULE	15
Appendix 3 – ADDITIONAL SERVICES FEE REFUND SCHEDULE	17

SECTION A - INTRODUCTION

A.1 Purpose

This policy outlines the circumstances under which students are eligible for fee refunds and the amounts refundable in such cases.

A.2 Scope

This policy applies to any of the programs operated by South Australian Institute of Business and Technology Pty Ltd trading as:

- South Australian Institute of Business and Technology (SAIBT)
- Centre for English Language in the University of South Australia (CELUSA)

A.3 Definitions

Word/Term	Definition
Bursary	A reduction in tuition fees granted under certain conditions
Census date	For students enrolled in a CELUSA program the census date is the first day of any teaching period For students enrolled in a SAIBT program the census date is the last working day of week four (4) of any study period
English Language Intensive Courses for Overseas Students	Elementary to Academic English provided by CELUSA
Enrolment	The record created in Navigate when an Offer is converted to a state of being accepted
Expulsion	Student expelled due to misbehaviour as defined in the SAIBT/CELUSA Student Code of Conduct
False or misleading information	Information that is not genuine
GTE/Genuine Student	Genuine Temporary Entrant. A 'genuine student' is an international student applicant who intends to obtain a successful education outcome and has the language, educational and financial background to have a reasonable chance of achieving this educational outcome
Letter of Offer	Written agreement between SAIBT/CELUSA and the student. Once signed and the fees paid this becomes a binding contract

Medical certificate	<p>A signed statement from a registered medical practitioner, health practitioner or approved health specialist certifying a period of time during which a student is/has been affected by a medical condition impacting on their participation and/or attendance.</p> <p>A medical certificate may be issued by the following medical and health practitioners registered under the <i>Health Practitioner Regulation National Law</i>:</p> <ul style="list-style-type: none"> • medical practitioner • psychologist • chiropractor • dentist • optometrist • osteopath • physiotherapist • podiatrist • other health specialists as approved: <p>http://www.medicalboard.gov.au/Registration/Types/Specialist-Registration/Medical-Specialties-and-Specialty-Fields.aspx</p>
Module	<p>A SAIBT module is defined as a single unit of study offered during a study period</p> <p>A CELUSA module is defined as a five week teaching block</p>
National Code of Practice	<p>Set of nationally consistent standards that governs the protection of overseas students and delivery of courses to those students by providers registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS).</p>
Partner Institution	<p>Any institution that the provider has an agreement with to package students</p>
Program	<p>A SAIBT program is defined as a number of modules leading to an award as specified in the Letter of Offer</p> <p>A CELUSA program is defined as defined in the Letter of Offer</p>
Program fee	<p>The sum of the tuition fees received and any non-tuition fees received (comparable to 'course fees' in legislation)</p>
Provider default	<p>SAIBT/CELUSA, as the provider, will have defaulted if:</p> <ul style="list-style-type: none"> • it fails to provide a program to a student on the starting day specified in the letter of offer; or • it ceases to provide a program after it starts but before it is completed, as specified in the letter of offer, and the student has not withdrawn before then
Registered medical practitioner	<p>https://www.ahpra.gov.au/Registration/Registers-of-Practitioners.aspx</p>
Student default	<p>A student will have defaulted if:</p> <ul style="list-style-type: none"> • they do not start the program on the starting day specified in the letter of offer and have not previously withdrawn • they formally withdraw from the program either on or after the starting day specified in the letter of offer agreement; or • they fail to pay an amount they were liable to pay SAIBT/CELUSA, as specified in the letter of offer

Study Period	<ul style="list-style-type: none"> • CELUSA – 10 teaching weeks unless a shorter period of study as per the student letter of offer and/or module progressions • SAIBT – 12 teaching week trimester
Terminated	<p>A student may be terminated for the following reasons (not exhaustive)</p> <ul style="list-style-type: none"> • Unsatisfactory Academic Standing • Poor Attendance • Academic Misconduct • Non-enrolment • Non-payment of fees • Any other serious breach of SAIBT/CELUSA rules <p>Termination is an action initiated by SAIBT/CELUSA</p>
Tuition fees	<p>Includes fees directly related to the provision of a module that SAIBT/CELUSA as the provider is delivering or offering to deliver. Tuition fees do not generally include such things as transportation, accommodation, books or equipment even if they are pre-paid by the student directly to SAIBT/CELUSA and purchased by SAIBT/CELUSA on behalf of the student.</p>
Withdrawal from course	<p>Formal withdrawal, initiated by the student, from a single unit of study offered during a study period</p>
Withdrawal from program	<p>Formal withdrawal, initiated by the student from the primary award in which the student is enrolled</p>

A.4 Acronyms

Abbreviation	Phrase or Word
CELUSA	Centre for English Language in the University of South Australia
ELICOS	English Language Intensive Courses for Overseas Students
PR	Permanent Residency
SAIBT	South Australian Institute of Business and Technology

SECTION B - POLICY STATEMENT

B.1 Principles

This policy is based upon the formal relationship between SAIBT/CELUSA and the student for the provision of the education program. Students have the right to full information regarding the policy, and have opportunities for appealing decisions.

B.2 Policy

1 Fees

- 1.1** Fees are:
- established by the management of SAIBT/CELUSA
 - payable to the SAIBT/CELUSA Student Fees Account
 - clearly stated on the letter of offer, and information is made accessible to potential students.
- 1.2** Once a student accepts an offered place and pays fees or submits a request for FEE-HELP, a binding contract is created between the student and SAIBT/CELUSA. Unless other arrangements have been made with the College Director, the following are payable at the time of acceptance for a program:
- SAIBT – program fees for the first study period as stated on the letter of offer
 - CELUSA - the total program fee (up to a maximum of 25 weeks) as stated on the letter of offer
- 1.3** The person signing the acceptance forms is liable for payment of all fees.

2 Refunds

- 2.1** A student who wishes to claim a fee refund will need to complete and submit the appropriate paperwork. The refund will be calculated in accordance with the conditions set out in the Fee Refund Schedule (Appendix 1, 2 and 3).
- 2.2** Students who are officially sponsored will not be permitted to request a refund of any tuition fee credits. In such circumstances, the recorded sponsor must apply to SAIBT/CELUSA for a refund.
- 2.3** Refunds will be paid in Australian dollars to the person who enters into the contract with SAIBT/CELUSA (usually the student) unless that person gives a written direction to pay the refund to another person.
- 2.4** Refunds will be made by direct deposit (electronic funds transfer) into a bank account (consistent with 2.3 of this policy) nominated by the student on the Refund Request Form unless the payment was made via credit card in which case the refund will be paid to the same credit card.
- 2.5** Refunds will be paid within four (4) weeks of receiving the completed Refund Request Form or the default day, except in cases of provider default where the refund will be paid within two (2) weeks.

- 2.6** In the case of Australian students who have elected to defer their payments through FEE-HELP, where the Refund Request Form is received before the census date, SAIBT/CELUSA will make adjustments to the student's record to ensure no FEE-HELP debt is incurred.
- 2.7** Refunds will be assessed in accordance with the refund policy that applies at the time the completed refund form has been submitted.

3 Census date

- 3.1** Any amendments to study received after the census date does not change the liability for the payment of fees.

4 Deferral

- 4.1** Where a student wishes to defer the start of their program, the fees will be held without penalty for 12 months only.
- 4.2** If the student subsequently withdraws, the refund will be calculated as at the date of receipt of the original request for deferral.

5 Leave of absence

- 5.1** For SAIBT, where the Academic Director approves leave of absence from their program within the first four (4) weeks of a study period the fees will be transferred to a later start date without penalty. If the student subsequently withdraws the refund will be calculated from the date of receipt of the paperwork.
- 5.2** For refund purposes, where a student is granted leave of absence from the fifth (5th) week of the study period, it will be treated as a withdrawal.
- 5.3** For CELUSA a leave of absence must be approved before the start of the module by the CELUSA Academic Director.

6 Exceptional circumstances

- 6.1** A student whose cancellation of enrolment was due to exceptional circumstances may request a change to the refund specified in the Fee Refund Schedule below, or request a reduction of their FEE-HELP debt.
- 6.2** Requests must be made in writing to the Director Shared Services within 12 months of the date of the withdrawal or leave of absence.
- 6.3** Requests must outline the exceptional circumstances concerning the withdrawal and include documentary evidence such as medical certificates to support the request.
- 6.4** SAIBT/CELUSA will only accept medical certificates signed by registered medical practitioners, health practitioners or approved health specialists. Back-dated medical certificates will not be accepted except at the discretion of the Director of Shared Services.

7 International students granted Permanent Residency

- 7.1** International students granted Permanent Residency (PR) in Australia may become eligible for domestic student tuition fees.

PR status is recognised from the date residency is granted by DIBP. If the international tuition fee has already been paid, the difference between that fee and any owing under the applicable rate for a permanent resident in that program will be refunded if the student provides original documentation to prove PR status by the census date for that study period.

- 7.2** If PR is granted after the census date, the student is classified as an international student for the remainder of that study period and must pay international tuition fees for that study period. From the following study period, the student is classified as a Permanent Resident and will be charged the appropriate domestic student fee.

8 Return to Studies

- 8.1** A student who has been subject to a cancellation charge and returns to their studies no more than two (2) study periods after their withdrawal may apply to have 50% of their cancellation charges credited to their account.
- 8.2** Amounts will only be credited to the tuition account when the new application has been accepted and payment of the initial fee amount received.
- 8.3** Should the student subsequently withdraw, the amount credited will be reversed and new cancellation charges will be calculated in accordance with the applicable Fee Refund Schedule.

9 Provider Default

- 9.1** In the event of a provider default, SAIBT/CELUSA will compensate the overseas student within 14 days of the default day.
- 9.2** SAIBT/CELUSA will compensate by either:
- a) Arranging for the student to be offered a place in an alternative program at SAIBT/CELUSA's expense and the student accepts the offer in writing; or
 - b) Providing a refund as stipulated in the Fee Refund Schedule.

10 Student default – refund under the Letter of Offer

- 10.1** The Letter of Offer:
- a) Directs the student to read and acknowledge their understanding of the refund requirements that apply if the student defaults; and
 - b) Meets the requirements (if any) set out in the National Code.
- 10.2** In the event of a student default, SAIBT/CELUSA will pay the refund due within four (4) weeks of receiving a written claim from the student.

11 Refund when a visa is refused or visa renewal rejected

- 11.1** On receipt of proof of visa refusal or if the letter of offer was not signed, the student will be entitled to a refund of funds received in accordance with Appendix 1 for SAIBT and Appendix 2 for CELUSA.
- 11.2** SAIBT/CELUSA will pay the refund due within four (4) weeks after the receipt of the paperwork. The receipt date is calculated from the date the completed (in full) refund form is submitted.
- 11.3** Where a commencing student has a CELUSA/SAIBT packaged offer then the refund under a visa refusal will be calculated in the following manner:
- (i) CELUSA offer – assessed under Visa Refused/GTE Refused
 - (ii) SAIBT offer – Withdrawal from Program (commencing) – More than 10 weeks prior to the commencement of the program
- 11.4** Where an international student's visa renewal is rejected due to a breach in visa conditions, the student must withdraw from SAIBT/CELUSA and there will be no refund.

12 Bursaries

- 12.1** Recipients of bursaries who withdraw from their packaged SAIBT/CELUSA pathway will have their bursary revoked and their refund of tuition fees will be reduced by the amount of the original bursary credit.

13 Transfer between CELUSA and SAIBT and partner institutions

- 13.1** Where a student enrolled in a CELUSA program receives an unconditional offer for direct entry to a program at SAIBT or other partner institution, the student will be entitled to a full refund of tuition fees received for future modules and fees will be transferred directly to the relevant institution.
- 13.2** Where a student enrolled in a CELUSA or SAIBT program receives an unconditional offer for direct entry to a program at any institution other than a partner institution, the student will be entitled to a refund of tuition fees in accordance with the Fee Refund Schedule.
- 13.3** Where a CELUSA student seeks to extend their ELICOS studies beyond their expected SAIBT program start date, the student may apply for up to 70% of their SAIBT tuition account balance to be transferred to pay CELUSA tuition fees.

14 False or misleading information

- 14.1** If a student is found to have provided false or misleading information at any time, excluding visa refusal SAIBT/CELUSA reserves the right to retain up to 100% of any program fees paid and DIBP will be informed.
- 14.2** In the event that the student has enrolled SAIBT/CELUSA may terminate that student's enrolment and there is no entitlement to a refund.

15 Other Conditions

- 15.1** All requests for refunds must be made in writing on the appropriate paperwork and must be completed in full to be considered lodged.
- 15.2** No refunds of tuition fees will be given unless a student has either completed their SAIBT/CELUSA program, withdrawn or had their enrolment terminated for unsatisfactory progress. A student whose enrolment is terminated by SAIBT/CELUSA during the course of a study period as a result of seriously breaching SAIBT/CELUSA rules will not be entitled to any refund of tuition fees.
- 15.3** Any overpayment of fees by a student will remain credited towards their account and be applied against charges in the next study period, or refunded in full if there is no subsequent study period.
- 15.4** A student who fails to re-enrol in a study period by the last day to enrol will be deemed to have withdrawn from their program. Cancellation charges will be applied effective of the last day of enrolment.
- 15.5** SAIBT/CELUSA reserves the right, at its own discretion, not to offer a program previously made available. Where a student is unable to enrol in a similar program at SAIBT/CELUSA and the enrolment is cancelled they will be refunded in accordance with the Fee Refund Schedule.
- 15.6** Students who cancel their health cover and provide evidence of replacement cover will be entitled to a refund of the unused premium.

- 15.7** In the event of a student fatality, 100% of fees paid for the current and any future semester will be refunded.

16 Appeals

- 16.1** Students who are not satisfied with any decision may register an appeal in accordance with the **Student Grievances and Appeals Policy and Procedure**.
- 16.2** SAIBT/CELUSA's **Student Grievances and Appeals Policy and Procedure** applies to all students who have a current enrolment in any of the programs operated by SAIBT/CELUSA.
- 16.3** A student who is required to enrol in their next program or course, but has registered an appeal and is waiting a determination, will be refunded 100% of the fees if the appeal is not upheld through the internal or external appeal process.

SECTION C - GOVERNANCE

C.1 Responsibility

Identification	Fee Refund Policy
Policy Owner	Director, Shared Services
Approving Authority	SAIBT Executive Group
Initial Issue date	May 2010
Directory Location	Shared Services, Policies

C.2 Version Control

Current Version Number	v5.0
Date of Effect	8/2019
Review Date	8/2022
Privilege Level	Public

C.3 Legislative and Organisational Context

Name
ESOS Act 2000
ESOS Amendment Act 2014
ESOS (Calculation of Refund) Specification 2014
ELICOS National Standards
Higher Education Standards
Higher Education Support Act 2003
The National Code of Practice 2018

SECTION D - PROCEDURE

D.1 Related Procedures

Student Grievances and Appeals Procedure

Fee Refund Procedure

D.2 Related Policies

Student Grievances and Appeals Policy

Appendix 1 - SAIBT FEE REFUND SCHEDULE

NOTIFICATION PERIOD	REFUND
Withdrawal from single course(s)	Domestic / International students
Prior to week 4	100% of the module credited to the following semester. No FEE-HELP liability.
After week 4	No refund and liability for any outstanding tuition fees.
Withdrawal from program	Domestic students
Prior to week 4	100% of tuition fee.
After week 4	No refund and liability for any outstanding tuition fees.
Withdrawal from program (commencing)	International Students
More than 10 weeks prior to commencement of program	100% of program fees less A\$200 administration fee.
More than 4 weeks and up to 10 weeks prior to commencement of program	70% of program fees for the study period plus any unused non-tuition fees in accordance with appendix 3.
4 weeks or less prior to commencement of program	40% of program fees for the study period plus any unused non-tuition fees in accordance with appendix 3.
Weeks 1 – 4	30% of tuition fees for the study period.
After week 4	No refund and liability for any outstanding program fees.
Withdrawal from Program (continuers)	
Prior to commencement of teaching	100% of prepaid tuition fees (after minimum of 4 modules).
Weeks 1 – 4	30% of tuition fees for the study period.
After week 4	No refund.
Visa Refused (student default when a visa is refused) or Cancelled	
Visa Refused/GTE Refused (Proof of refusal necessary or written agreement not signed)	100% of program fees received minus the lesser of A\$500 or 5%.
Visa Cancelled (For any reason)	No refund and liability for any outstanding program fees.

NOTIFICATION PERIOD	REFUND
Non-Arrival (student default under the written agreement)	
Refund requested within 12 months of expected commencement date	30% of tuition fees for the study period.
Late arrival	No refund for missed classes.
Other reasons	All Students
Deferral (prior to commencement)	Program fees can be transferred to a later start date within 12 months.
Leave of Absence (prior to Week 4)	Tuition fees can be transferred to a later start date within 12 months.
Transfer to other partner institution	100% of balance of tuition fees paid for future modules can be transferred to Eynesbury or the partner institution.
Transfer to any other institution (Proof of meeting entry requirements must be provided)	Refer to Withdrawal from program.
Student expelled	No refund.
Student terminated (for unsatisfactory progress)	100% of unused tuition fees paid for the next study period.
Student terminated (for any other reason)	No refund.
Program cancelled	100% refund.
Provider default	100% of balance of program fees.
Applications for refunds should be made on the <i>Request for refund</i> form available from Student Services and the SAIBT/CELUSA website. The form should be lodged with Student Services as soon as possible after the reason for a refund arises.	

Appendix 2 - CELUSA FEE REFUND SCHEDULE

NOTIFICATION PERIOD	REFUND
Withdrawal before start of program (commencers)	
More than 28 days before the start date	100% of program fees. *
28 days or less before the start date	80% of program fees plus any unused non-tuition fees in accordance with appendix 3. *
Withdrawal after start of program (commencers and continuers)	
Any time after the commencement of teaching	<ul style="list-style-type: none"> • No refund of tuition fees for the current module. • No refund of tuition fees for next study period. • 100% of remaining tuition fees.
Visa Refused (student default when a visa is refused) or Cancelled	
Visa Refused/GTE Refused (Proof of refusal necessary or written agreement not signed)	100% of program fees minus the lesser of A\$500 or 5% *
Visa Cancelled (For any reason)	No refund and liability for any outstanding program fees.
Non-Arrival (student default under the written agreement)	
Refund requested within 12 months of expected commencement date	30% of tuition fees paid.
Late arrival	No refund for missed classes.
Other reasons	
Deferral (prior to commencement)	Tuition fees can be transferred to a later start date within 12 months.
Leave of Absence (after commencement)	Balance of tuition fees (after current program) can be transferred to a later start date within 12 months.
Transfer to SAIBT or Partner Institution	100% of balance of tuition fees paid for future modules can be transferred to SAIBT or partner institution or Eynesbury.
Transfer to any other institution (Proof of meeting English language prerequisites must be provided)	100% of the balance of tuition fees.
Transfer to another CELUSA program	100% refund of any difference in tuition fees for future modules.

NOTIFICATION PERIOD	REFUND
Student expelled	No refund.
Student terminated (for unsatisfactory progress)	100% of unused tuition fees paid for the next study period.
Student terminated (for any other reason)	No refund.
Program cancelled	100% refund.
Provider default	100% of balance of program fees.
Applications for refunds should be made on the <i>Request for refund</i> form available from Student Services and the SAIBT/CELUSA website. The completed form should be lodged with Student Services as soon as possible after the reason for a refund arises.	

***application fee is non-refundable**

Appendix 3 – ADDITIONAL SERVICES FEE REFUND SCHEDULE

NOTIFICATION PERIOD	REFUND
Non-use of accommodation service or guardianship fee	100%
Overseas Health Care	100% of unused premium based on calendar months.
Applications for refunds should be made on the <i>Request for refund</i> form available from Student Services and the SAIBT/CELUSA website. The completed form should be lodged with Student Services as soon as possible after the reason for a refund arises.	