

## REFUND POLICY AND PROCEDURES

### 1 INTRODUCTION

In accordance with applicable legislation, Sydney Metropolitan English Institute is entitled to charge fees for services provided to students undertaking a course of study. These charges are generally for items such as tuition fees, course materials or textbooks, and student services.

### 2 FEES PAYABLE

Fees are payable when the student has signed the student agreement to signify their acceptance of enrolment offer made by Sydney Metropolitan English Institute. Fees must be paid in full within ten (10) days of receiving an invoice from Sydney Metropolitan English Institute. Sydney Metropolitan English Institute may withdraw an offer of enrolment or discontinue training if fees are not paid as required.

Students are required to pay a fee of \$200 as enrolment fees (non-refundable) and \$100 material fee; the amounts specified in Letter of Offer and Written Agreement.

**No more than 50% of tuition fee will be claimed prior to enrolment, unless the student requests to pay more, or the course is for less than 26 weeks.**

A student or the person responsible for paying the tuition fees, may choose to pay greater than 50 per cent of their tuition fees before they start their course. If the student requests this, Sydney Metropolitan English Institute must be able to show evidence that the student has exercised choice in how much of their tuition fees are paid up front.

Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any fee increases will be required to be paid for the extended component of the course.

### 3 SCHEDULE OF FEES AND CHARGES

The Principal Executive Officer is responsible for approving the Sydney Metropolitan English Institute Schedule of Fees and Charges. As a minimum the schedule of fees and charges is to include:

- the total amount of all fees including tuition fees, enrolment fees, learning resources fees, training consumable fees and any other charges for enrolling in a training programme;
- payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/application fee;
- the nature of the guarantee given by Sydney Metropolitan English Institute to honour its commitment to deliver services and complete the training and/or assessment once the student has commenced study;
- any discounts, fee reductions or exemptions available for multiple enrolments, concession card holders, continuing students, group bookings etc.;
- the Sydney Metropolitan English Institute Fees and Refund Policy.

#### **4 REPLACEMENT OF TEXT AND TRAINING WORKBOOKS**

Students who require replacement of issued text or training workbooks will be liable for additional charges to cover the cost of replacement. Where a student has purchased a text or training workbooks and subsequently cancels his or her enrolment, Sydney Metropolitan English Institute will not refund monies for the text unless a written request for a refund is received and it is satisfied that the text is in as-new condition.

#### **5 REFUNDS - GIVING NOTICE OF ENROLMENT CANCELLATION / WITHDRAWAL**

- **Prior to commencement.** A student who gives notice in writing of withdrawal or cancellation 28 days or more prior to the scheduled commencement date of the course will be entitled to a 70% refund of fees paid minus the enrolment fee.
- A student who gives notice in writing of withdrawal or cancellation less than 28 days prior to the scheduled commencement date of the course will be entitled to a 50% refund of fees paid minus the application fee.
- **After commencement.** A student who gives notice in writing of withdrawal or cancellation after the commencement of the course will not be entitled to a refund of fees paid.

A student who wishes to cancel their enrolment after the course has commenced, must give notice in writing. This may be via email or letter. Sydney Metropolitan English Institute staff who are approached with initial notice of cancellation are to ensure the student understands their rights with regards to the refunding of tuition fees. The student is also to be advised of other options such as deferral or suspension of the enrolment. For further information on deferral or suspension, please refer to the Deferral, Suspension and Cancellation Policy.

Students who give written notice to cancel their enrolment and who are eligible for a refund are to be provided with a Refund Request Form. Student who may not be eligible but are requesting a refund should also be provided with a Refund Request Form so the request can be properly considered by the Principal Executive Officer.

Every effort will be made to negotiate the transfer of training in the event of a prolonged illness or personal hardship. This will be at Sydney Metropolitan English Institute's convenience and with the approval of the Department of Education.

### **Refunds – Refused student visa**

A student who is refused a student visa to study in Australia will be entitled to a 100% refund of fees paid less the application fee (\$200). Evidence from the relevant Australian Government Department that the Visa was refused will need to be provided to Sydney Metropolitan English Institute.

### **Refunds – Misconduct**

No refund will be granted to a student whose enrolment is terminated for failure to comply with Sydney Metropolitan English Institute's policies and procedures and the requirements of their visa by Department of Home Affairs.

Students who commit behavioural misconduct after being formally warned are to have their enrolment cancelled and will not be entitled to a refund. Please refer to the Behaviour Misconduct Policy for further guidance.

Discretion may be exercised by the Principal Executive Officer in all situations, if the student can demonstrate that extenuating or significant personal circumstance led to the request. The Principal Executive Officer may also authorise a refund of tuition fees if the circumstances warrant it.

Where refunds are approved, eligible refunds will be made within 4 weeks after receipt of the claim. Monies refunded will be made in Australia Dollars (AUD). Refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the student on the Refund Request Form.

## **6 REFUNDS - CANCELLATION OF A COURSE BY SYDNEY METROPOLITAN ENGLISH INSTITUTE (PROVIDER DEFAULT)**

If Sydney Metropolitan English Institute defaults, that is, if the course does not start on the agreed starting date or the course ceases to be provided before it is completed, Sydney Metropolitan English Institute will make every effort to transfer the students' enrolment to another college. If this is unsuitable the college will pay a refund of the unused portion of the course money received from the student. This refund will be paid to students within 2 weeks of the default day with a statement explaining how the refund amount has been calculated.

## **7 PAYMENT OF GST**

GST is exempt. The ruling explains the supply of a course for 'professional or trade course' is a GST-free education course.

Where a student is enrolled in a course which is offering units of competence or a whole qualification, the course fees attached to this enrolment will be exempt from the payment of GST. GST does apply on the payment of some miscellaneous

charges where these charges are in addition to and outside the normal services offered in a course.

## **8 MISCELLANEOUS CHARGES**

Sydney Metropolitan English Institute will levy some miscellaneous charges for services. These may include:

- Re-issuing a certificate after it has been initially issued to a student.
- Replacing issued learning materials which the student has lost or damaged
- Re-assessment services

These miscellaneous charges are to be clearly specified in Sydney Metropolitan English Institute Schedule of Fees and Charges. It is to be made clear if these services will include GST. All miscellaneous charges are based on a cost recovery basis and are not intended to be a source of profit.

## **9 THE TUITION PROTECTION SERVICE**

The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:

- complete their studies in another course or with another education provider or
- receive a refund of their unspent tuition fees.

### **Provider default**

In the unlikely event Sydney Metropolitan English Institute is unable to deliver a course where fees have been paid in advance and it does not meet its obligations to either offer the student an alternative course that is accepted or pay the student a refund of the unspent prepaid tuition fees, the TPS will assist the student in finding an alternative course or offer a refund if a suitable alternative is not found.

In the case of provider default there is no requirement for a student to lodge a Refund Request Form.

## **10 FEES BEING PAID IN ADVANCE**

Sydney Metropolitan English Institute acknowledges that it has a responsibility to protect the fees paid by students in advance of their training and assessment services being delivered. To meet its responsibilities under the ESOS Act, Sydney Metropolitan English Institute requests payment of no more than 50% of the total tuition fees for the course before the student commences the course. Following course commencement, no further pre-paid tuition fees are taken before the beginning of the second study period.

Sydney Metropolitan English Institute maintains a separate bank account in order to keep pre-paid tuition fees separate from day-to-day operating expense accounts. If a refund is payable before the student commences, the refund can be made in full and in a timely way without impact on the financial operations of the business or recourse to the Tuition Protection Service.

## 11 KEEPING STUDENTS INFORMED

To ensure that students are well informed of the financial considerations of their enrolment, Sydney Metropolitan English Institute undertakes to provide the following fee information to each student prior to enrolment:

- the total amount of all fees including tuition fees, enrolment fees, materials fees and any other charges;
- payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/application fee;
- the nature of the guarantee given by Sydney Metropolitan English Institute to complete the training and/or assessment once the student has commenced study in their chosen qualification or course;
- the fees and charges for additional services, including such items as issuance of a replacement qualification testamur and the options available to students who are deemed 'not competent' on completion of training and assessment; and
- the Sydney Metropolitan English Institute refund policy.

## 12 REFUND SCHEDULE

Refund amounts and conditions in Australian Dollars (AUD). The table below illustrates the refund reasons and refund amounts that explain how the college applies refunds to international students in compliance with the Education Services for Overseas Students Act (ESOS Act) and the requirements of Standard 3 of the National Code. The refund policy does not remove the right to take further action under Australia's consumer protection laws.

<b>Reasons for Refund of Course Fees Paid</b>	<b>Refund Payable</b>
If your visa application is rejected by the Australian Department of Immigration, and you have not yet commenced the course, you will need to attach proof of this in the form of the letter of rejection and contact the college to notify them of this prior to the course commencing	100% of the fees are refundable and payable to you within 28 days.  \$250 as an administration fee, which does not form part of the course fees is NOT refundable.
Visa application unsuccessful (proof required as above), but student has commenced studies	100% of the fees are refundable and payable to you within 28 days.  \$250 as an administration fee, which does not form part of the course fees is NOT refundable.
Visa application delayed by circumstances beyond the student's control, thus not enabling the student to begin the course on time. This requires documented evidence.	100% of the fees are refundable and payable to you within 28 days.  \$250 as an administration fee, which does not form part of the course fees, is NOT refundable.

The student does not meet the Minimum Entry Requirements or other conditions set out in the Letter of Offer	100% of the fees are refundable and payable to you within 28 days.  \$250 as an administration fee, which does not form part of the course fees, is NOT refundable.
Student default as defined in the Act	Refund according to the Act refund calculations
Student provides misleading or false information	Refund according to calculations in the Act. The result of the misleading information needs to be noted. For example, whether the misleading (or false) information may lead to a visa rejection or may lead to an institute refusing the student enrolment.  The refund could range from 100% minus \$250 of administration fees to 100% minus \$250 minus spent monies through attendance of course.
Withdrawal from the course prior to commencement (10 weeks or more prior to the starting date of the course) (70 or more calendar days)	100% of the fees are refundable and payable to you within 28 days.  \$250 as an administration fee, which does not form part of the course fees, is NOT refundable.
Student or intending student default	Refund according to calculations in the Act ("Calculation of Refund Specification 2014") and the "Act".  The refund could range from 100% minus \$250 of administration fees to 100% minus \$250 minus spent monies through attendance of course.
Withdrawal from the course prior to commencement (between 4 and 10 weeks prior to the starting date of the course) (29 to 69 calendar days)	80% of the fees are refundable and payable within 28 days.  \$250 as an administration fee, which does not form part of the course fees is NOT refundable.
Provider default	Refund according to the Act and its calculations and generally 100% of unused fees
Withdrawal from the course prior to commencement (less than 4 weeks prior to the starting date of the course) (1 to 28 calendar days)	50% of the fees are refundable and payable within 28 days.  \$250 as an administration fee, which does not form part of the course fees, is NOT refundable.
Breach of student visa conditions, visa cancellation or failure to comply with enrolment conditions	No refund for courses undertaken
Withdrawal by the student	An administration fee of \$250 will be charged to the student. A refund of any remaining weeks of

	tuition paid for, but not studied will be made to the student.
Withdrawal by the student from an English Language Course offered by the college at any time due to compassionate or compelling reasons outside the control of the student, supported by written evidence and as determined by the college	An administration fee of \$250 will be charged to the student. A refund of any remaining weeks of tuition paid for but not studied will be made to the student if the circumstance is deemed by the college as compassionate or compelling.
Special circumstances where the student is not able to travel to Australia, not due to a visa rejection, but due to compelling or compassionate reasons outside the control of the student, supported by written evidence and as determined by the college.	100% refund
Student visa is rejected	100% refund
If the college is unable to run the course for any reason	100% refund
Change of visa sub-class to permanent resident	Pro-rata refund based on number of weeks studied
Late arrival to a course and student has been granted a visa	No refund
Student expelled from the college for breaching college policies and has started and is completing a course	No refund
Accommodation or home stay fee (if booked via the college)	A placement fee (booking fee) is not refundable. Any bond amount agreed in your contract is not refundable, but all other fees prepaid by the student are refundable. In special circumstances outside the control of the student, the bond fee may also be refunded subject to college determination, if booked through the college.
Airport pickup	In the event of a student being refused a visa, any prepaid airport pick up fees will be 100% refunded to the student if those services were organised by the college and where fees are applicable and have been paid by the student. In other cases, an administration fee of \$30 will not be refunded to the student and the remaining prepaid amount for airport pick up will be refunded to the student.

### 13 STUDENT COMPLAINTS ABOUT FEES OR REFUNDS

Students who are unhappy with the Sydney Metropolitan English Institute arrangements for the collection and refunding of tuition fees are entitled to lodge a complaint or appeal the decision taken by the Principal Executive Officer. This should occur in accordance with the Sydney Metropolitan English Institute Complaints and Appeals Policy and procedure.

This refund policy, and the availability of our complaints and appeals processes, does not remove student rights to take further action under the Australian Consumer Protection laws.