

REFUND POLICY



This refund policy is provided to all students prior to any payment being made and is contained in the *Formal Student Agreement Form*.

This refund policy applies to all tuition fees paid to the College and includes any money paid to an education agent to be remitted to the College. **Education Agents are not authorised to collect money on behalf of the College. All fees should be paid directly to SIA.**

Any additional fees requested by an agent, should firstly be queried directly with the College before payment. NOTE: Fees for additional services (not covered by the Letter of Offer of part of the agreement with SIA) conducted by and paid to Education Agents by students are not covered by this refund policy.

The application for enrolment fee of \$200 is non-refundable administration fee **except** in the case of a student visa refusal.

SIA CANNOT receive more than **50%** of the students **total tuition fees** for a course before the student has begun the course unless the course has only 1 study period (24 teaching weeks or less).

SIA cannot request any remaining fees earlier than 2 weeks before the start of the students second study period.

It is the policy of Skills Institute Australia to ensure that all applications for refund of fees are considered.

A full refund of all tuition fees will be made if a CRICOS course is cancelled by Skills Institute Australia for any reason. In this instance a refund will be made in 2 weeks.

An application for refund of course fees must be made in writing *on the Application for Refund Form* to Skills Institute Australia stating detailed reasons for the request. Any relevant evidence should also be attached for consideration.

REFUND TABLE

Unsuccessful Visa application	100% Refund of <i>all Tuition fees</i> as well as the application fee will be refunded
Cancellation of enrolment more than 10 days prior to commencement date.	85% Refund of Tuition Fees paid The application fee of \$200 will not be refunded.
Cancellation less than 10 days prior commencement date.	0% Refund of Tuition Fees paid The application fee of \$200 will not be refunded.
Cancellation after commencement date.	No refund
Visa cancelled due to actions of student	No refund
Course cancelled by SIA (provider default)	Full refund of Tuition fees or offer for alternate course (if agreed to by student)

** Note: Special consideration may be given to the refund of fees in extenuating circumstances (compassionate/compelling), following a written application to the PEO.*

An eighty five percent (85%) refund is available up to **ten working days prior** to the commencement of the training program. Cancellation of enrolment under these circumstances will incur a fifteen percent (15%) administration fee unless a student has had their *visa refused* refer *Visa Refusal Exception*.

No refund is available where cancellation is made **less than ten (10) working days prior** to the commencement of a course, unless a student has had their *visa refused* refer '*Visa Refusal Exception*'. However participants will be provided with an option to transfer to a course being offered at an alternate time.

No refund is available where participants leave prior to completing the course. However, should participants wish to finalise incomplete units of competency in a future course, the original fee can be used as a credit towards that course. This offer is available within a 12 month period from the time initial payment is made.

No refund is payable where students have had their enrolment cancelled by SIA due to any breach of the *Student Rules*.

We will not issue refunds under other circumstances including but not limited to:

- changes occur in student work hours, student changes/ leaves work
- it becomes inconvenient for a student to travel to class
- a student moves to a different location
- a student enrolment is cancelled for misbehaviour / breach of the *College Code of Behaviour*.

Refunds will be considered on a pro-rata basis for students who fall ill or are injured to the extent that they can no longer undertake the course providing a supporting Medical Certificate is supplied to Skills Institute Australia.

SIA will notify students of the outcome of the application for refund within 10 working days of receipt of a completed and signed application for refund.

Refunds will be paid within 4 weeks after receipt of a *written application for refund*.

Refunds will be paid directly to the person who entered into the contract with SIA unless we receive written direction to pay someone else.

Refunds will be paid in the same currency in which the fees were paid unless this is impracticable. Otherwise refunds will be paid in Australia dollars.

All bank fees/charges incurred in issuing the refund will be deducted from the refund amount.

Students are not permitted to transfer course fees to another student.

This agreement, and the availability of complaints and appeals process, does not remove the right of a student to take action under Australia's consumer protection laws.

Students are obligated to pay outstanding course fees and understand SIA will pursue outstanding fees under Australian Law.

SIA will not issue a Letter of Release if fees are owed for the current study period. For further details refer *Transfer between registered providers Policy*.

VISA REFUSAL EXCEPTION -

A full refund of course tuition fees will be provided to students who are unable to obtain a visa to enter Australia to undertake their study. Written evidence of the visa refusal from the relevant authority is required. Refunds for OSHC, equipment, books etc purchased from other agencies will need to be applied for directly with the supplier.

In the instance of visa refusal or if a compliant written agreement is not in place, a refund is governed by the ESOS Act 47E (4). The student will be entitled to a refund of all course money calculated in accordance with the ESOS Regulations. Sub-regulations 3.19(2)(a) to (e) The Lessor of (\$ 500 or 5% of the total course fee received)

In all other cases, refunds are at the discretion of the Chief Executive Officer, Skills Institute Australia and may be negotiated on an individual case-by-case basis.

This agreement, and the availability of complaints and appeals processes, does not remove the right of students to take action under Australia's consumer protection laws.

Education Agents are not authorised to accept payment on SIA's behalf.

Refunds paid if SIA defaults:

A full refund of all tuition fees will be made if a CRICOS course is cancelled by Skills Institute Australia for any reason. In this instance a refund will be made in 2 weeks.

If the course does not start on the starting date as per the Written Agreement, students will be offered a full refund by SIA or placed in an alternate course **if** acceptable to the student and agreed to by the student in writing and kept on the student file.

Refunds due to provider default in this instance will be paid within 14 days.

Tuition Protection Service-

If SIA is unable to provide a refund or place a student in an suitable alternate course our Tuition Protection Service (TPS) will offer students a suitable alternate place with another provider or refund the student the unused portion of the prepaid tuition fees.

The TPS Director may recover from SIA as a debt, the amount equal to the amount paid for a student under the TPS. Refer: Tuition Protection

Service <https://tps.gov.au/>; <https://tps.gov.au/StaticContent/Get/Fags>

UNCLAIMED REFUNDS -

SIA will pursue to contact students who have not requested a refund within 4 weeks of leaving the college and keep such evidence on the student file.