

Refund Policy and Procedure

National Code 2018 Standard 3

This refund policy is provided to all students via the school website prior to any payment being made and key excerpts are contained in the Letter of Offer.

This refund policy applies to all tuition fees paid to Skills Institute Australia (SIA) and includes any money paid to an education agent to be remitted to SIA. However, Education Agents are not authorised to collect money on behalf of SIA. All fees should be paid directly to SIA.

Any additional fees requested by an agent, should firstly be queried directly with SIA before payment.

Fees for additional services (not covered by the Letter of Offer or 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 is a non-refundable administration fee.

SIA does not require the student to pay more than 50 per cent of tuition fees before a course starts, unless it is for a short course of 25 weeks or less.

SIA can accept more than 50 per cent of tuition fees before a course starts if the student, or the person responsible for paying the fees, chooses to pay more.

SIA can request any remaining fees as per the payment plan set out in the written agreement with the student.

It is the policy of SIA 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 SIA 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 SIA stating detailed reasons for the request. Any relevant evidence should also be attached for consideration.

Refund table

Circumstance	Refund
Unsuccessful visa application	100% Refund of all unused prepaid Tuition fees paid (not including the non-Tuition administration fee)
Cancellation of enrolment 20 days or more prior to commencement date	85% Refund of unused prepaid Tuition fees paid (not including the non-Tuition administration fee)
Cancellation of enrolment less than 20 days prior to commencement date	0% Refund of Tuition fees paid
Cancellation of enrolment 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 paid or offer for alternate course (with student agreement)

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

An eighty five percent (85%) refund is available up to twenty 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 SIA.

SIA will notify students of the outcome of the application for refund within 20 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 from our nominated financial institution in the same currency in which the fees were paid unless this is impracticable.

Where bank fees and charges incurred in issuing the refund are payable, these amounts will be deducted from the refund amount. Skills Institute Australia is not liable for bank charges or exchange rate differences occurred when foreign currency exchange is involved.

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

This policy, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under Australian Consumer Law if the Australian Consumer Law applies.

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 unused prepaid course tuition fees will be provided to students, not including the non-refundable administration fee, 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.

Minimum refund calculations as per ESOS legislation:

Under the legislation ESOS (Calculation of Refund) Specification 2014

<http://www.comlaw.gov.au/Details/F2014L00907> clear guidelines are provided on calculating refunds in the following circumstances.

Fee calculations will be rounded up to whole dollar amounts.

1. Provider default:

Method for working out amount of refund of tuition fees in event of provider default -

Refund amount = weekly tuition fee × weeks in default period

2. Provider does not enter into a compliant student agreement

Refund amount = weekly tuition fee × weeks in default period

3. Student default

a. Visa refusal

The amount of a refund is the amount of the course fees, minus the administration fees of \$500

b. Student default 'other'

This section applies if:

- i. a registered provider is required to provide a refund because of a default by a student; and
- ii. Section 8 (Method for working out amount of refund if provider does not enter into compliant student default agreement) and
- iii. Section 9 (Method for working out amount of refund in event student fails to start a course due to visa refusal) do not apply.

c. Refund amount = weekly tuition fee × weeks in default period

Note: This section would apply where a student whose visa has been refused has withdrawn from the course after it commenced or has failed to pay an amount he or she was liable to pay the provider in order to undertake the course.

* Course fees for a course is the sum of:

1. The tuition fees received
2. the non-tuition fees (if any) received

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

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

Refunds paid if SIA defaults

A full refund of all unused pre-paid fees will be made if a CRICOS course is cancelled by SIA 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 of all unused pre-paid fees by SIA or placed in an alternate course if acceptable to the student and agreed to by the student in writing and evidence kept on the student file.

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

Skilled Services Australia Pty Ltd t/a Skills Institute Australia

Also Refer: ESOS (Calculation of Refund) Specification 2014
<http://www.comlaw.gov.au/Details/F2014L00907>

Tuition Protection Service

If SIA is unable to provide a refund or place a student in a 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/Faqs>

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.

Procedure

Students should not pay any course money until they have signed and lodged a formal written agreement/acceptance of offer. However, if students pay by direct payment into our bank account or another means, e.g. mail, prior to signing a formal written agreement, we cannot use the course money received. We will immediately contact the student or agent to inform the student that the payment cannot be processed (and the enrolment cannot progress) until the signed agreement is received. SIA will keep such evidence on the student file.

Students requesting a refund must be given a refund application form. If possible, students should be given also given a copy of the Refund policy as per their signed Formalisation of Enrolment. Students should also be given a copy of the Complaints and Appeals Policy. Students are to be advised to make an appointment to discuss the situation with the Compliance Manager/ CEO where possible.

When students present with a completed refund application, receiving staff are to ensure it is completed fully and signed. All evidence, e.g. medical certificates, must also be attached to the form.

Refund applications are given to the Compliance Manager for processing/ calculating the refund appropriate. The Compliance Manager will consult with the PEO/ CEO as necessary.

The Compliance Manager/ CEO may request an interview with the student.

Applications for Refunds must be processed completely within 4 weeks from date of completed application, except for visa refusal or provider default, in which case students will be refunded in 2 weeks.

The SIA refund policy as per the student's enrolment or a newer (signed and agreed by student) policy, must be followed.

Students are to be notified in writing of the outcome of their refund request within 4 weeks of receipt.

Unclaimed refunds are to be followed up by the Compliance Manager within 4 weeks of student leaving and all evidence kept on file.

Timelines/ requirements for provider and student default

Refer Sections 46 & 47 of the ESOS Act 2000

Provider default:

- SIA must notify DET and the TPS Director within 3 business days if the college defaults and notify students in writing.
- Within 14 days either offer an alternate place at SIA's expense (student must accept in writing) or refund the student's unused fees
- Notify DET and TPS Director of provider default outcomes within 7 days of the alternative course or provide a refund to the student/s.
- If a registered provider of an alternative course offers the student a place in the course, the student may accept the offer in writing within 30 days after the end of the provider obligation period unless the period is varied by the TPS Director.
- The TPS Director may recover from a provider as a debt, the amount equal to the amount paid for a student under the TPS.

Student default:

- The SIA written agreement/ acceptance of offer must include refund requirements in the case of student default.
- SIA must notify DET and TPS Director of student default only if the student's visa is refused or if there is no compliant Written Agreement in place. SIA then has 7 days after the end of the obligation period (35 days after the default occurs) to give notice via PRISMS of the outcome of the discharge of SIA obligations.
- SIA does not report on student refunds where a compliant written agreement is in place and it is not a refund due to a visa refusal.
- SIA must refund in 4 weeks except for student visa refusal (2 weeks).
- If SIA does not have a compliant written agreement, or if a student's visa is refused, refunds are calculated as per 47E(4) of the ESOS Act 2000 Refer
http://www.comlaw.gov.au/Details/F2014L00907/Html/Text#_Toc382906411 Section 8
 - Refund amount = weekly tuition fee × weeks in default period

Reporting on PRISMS (student default):

- Providers must report changes to a student's enrolment as required by section 19 of the ESOS Act within 31 days.
- Except if: The student is under 18 years of age and does not commence their course or terminates their studies, they must be reported via PRISMS within 14 days.

SIA must retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.

Students are responsible for keeping a copy of the written agreement as supplied by the SIA and receipts of any payments of tuition or non-tuition fees.