

## Refund Policy

Sheffield College (Sheffield) in accordance with the Education Services for Overseas Students (ESOS) Act 2000 and the National Code 2018 must have in place a Refund Policy and Procedure.

This policy relates to refunds of tuition fee both when there is a Student Default or a Provider Default. Except as provided by law, a refund of tuition fees will only be granted in accordance with this Refund Policy.

### Definitions

*Non-Tuition Fees* - Fees not directly related to provision of the student's course, including course material, enrolment fee or admission fee.

1. *Pre-Paid Fee* - Tuition fees received by Sheffield for the study period the student is yet to begin studying.
2. *Tuition Fee*- directly related to the provision of the student course.
3. *Study Period* - A discrete period of study within a course, at Sheffield College study period comprises of one term.
4. *Compulsory Study Period*- A compulsory study period is one in which the student must enrol unless granted a deferment or suspension from enrolment or leave of absence under deferring, suspending or cancelling the student's enrolment. A compulsory study period does not include periods in which the student can elect to undertake additional studies.

### A. Refund in the event of a Student Default

In accordance with section 47B of the ESOS Act, Sheffield College enters into a written agreement (offer letter) with each overseas student or intending overseas student that sets out the refund requirements that apply if the student defaults.

1. Student default occurs when:
  - a) The student does not commence the course on the date specified in the student's Confirmation of Enrolment (CoE ) and does not notify Sheffield; or
  - b) The student fails to pay any monies for which he/she was liable to pay to Sheffield, directly or indirectly; or
  - c) The student breaches a condition of student visa; or
  - d) If after deferring, a student gives written notice that they do not wish to continue/start their studies.
  - e) Student fails to either commence his/her studies or continue studies on account of Visa refusal.
  - f) Student withdraws from the qualification before commencing the qualification and /or decides not to proceed with Student Visa application.
  - g) Misconduct or Misbehaviour by the student.
  - h) Abandonment of studies:
    - A student abandons his/her course without formally cancelling his or her enrolment with Sheffield.
    - Where a student has received a packaged offer for a combination of courses, and does not commence in the second or subsequent course.
2. In the event of a student default, all applications for refund must be made in writing using the Fee Refund Application Form, and certified copies of any supporting documents (such as a visa rejection letter, etc.) to apply for a refund.
3. All duly filled applications for refund must be submitted at Sheffield College reception or by email to [admin@sheffield.edu.au](mailto:admin@sheffield.edu.au). A refund will be paid directly to the student who entered into the agreement with Sheffield College (Sheffield) unless otherwise authorised by the student in writing.
4. Sheffield will not be under any obligation to refund the student any due amount, when the student fails to apply for the refund in a prescribed application along with relevant and valid evidence. It is therefore the responsibility of the student to apply for refund where applicable when the default occurs.

5. The amount of fee refunded is provided in the table below and would be based on the grounds of request for refund:

Visa Refusal		
a.	i. Refund on account of Visa refusal before commencement of course	Total Course fees minus the lesser of: <ul style="list-style-type: none"> <li>• 5% of the amount of course fees received by the provider before the default day or;</li> <li>• AUD \$500</li> </ul> Enrolment and Admission fee is non-refundable.
	ii. Refund on account of visa refusal after commencement of course	Refund of Unused Tuition Fee Enrolment fee, Admission fee and Material fee is non-refundable.
	iii. Visa refused due to fraudulent or bogus documentation, or misleading information provided by the student	No refund
b.	If a student's visa is cancelled due to student default after the commencement of classes	There will be no refund of the fee for current study period. Within 28 days, fees paid for subsequent study periods will be refunded minus the administration charges of AUD\$500
c.	Changes in student visa status (e.g. becomes temporary or permanent resident or applied for protection visa) during valid enrolment period	No refund
d.	International Students – offshore, withdrawn other than visa rejection case or where the student did not apply for the Visa where CoE is created The calculation applied for fees paid in advance	Withdrawal notification received 6 weeks or more - Deduction of \$250 per qualification Withdrawal notification received less than 6 weeks, but the student is still offshore - 60% refund of the fees paid in advance minus 500 administration charges
e.	International Students – offshore and Onshore withdrawn other than visa rejection case (Where CoE is not issued) The calculation applied for fees paid in advance	Deduction of \$250 per qualification
f.	i. Withdrawal notified in writing and received by Sheffield : More than 10 weeks before course commencement date	Full refund less administrative fee of AUD\$500-00
	ii. Less than 10 weeks but more than 6 weeks before course commencement date	60% refund of the fees paid in advance minus 500 administration charges
	iii. Less than 6 weeks	No refund of tuition fees on enrolled study period, Full refund less AUD\$500-00 on subsequent study period(s)
	iv. If the student does not commence the course on date specified and does not inform Sheffield of non-commencement	No refund of tuition fees, full refund of Material fees
e.	Enrolment terminated by Sheffield due to fraudulent or bogus documents submitted on GTE form or application form	No refund
f.	Abandonment of studies	No refund

6. Exemptions to the above-mentioned cases may only occur at the strict discretion of the management; based on approval from the CEO where there are extenuating or compassionate grounds upon providing supporting documentary evidence.

#### B. Refund in the event of Provider Default

1. In the unlikely event that Sheffield is unable to deliver the course in full, the student will be offered a refund on

the basis of calculation under section 7 of the Education Services for Overseas Students Specification 2014 i.e. Weekly tuition fee = (total tuition fee for the course / number of calendar days in the course) × 7, rounded up to the nearest whole dollar.

2. Alternatively, the student may be offered enrolment in an alternative course at Sheffield at no extra cost to the student. The student has the right to choose whether to take a refund of the course fees paid to date, or to accept a place in another course. If the student chooses placement in another course, Sheffield will ask the student to sign a document to indicate acceptance of the placement.
3. If Sheffield fails to discharge its obligation as outlined above, TPS (Tuition Protection Scheme) director provides student with options for suitable alternative course. Payments can be made from the Overseas Students Tuition Fund to refund students, and to reimburse providers who provide students with alternative courses.

### **C. Refund Application and Payment Information**

1. In order for a refund to be payable, the funds must be available (e.g. cheques are cleared, telegraphic transfers received), and any debts to Sheffield must be paid in full or the outstanding amounts will be deducted from the refund.
2. Refunds will be made to the student or an authorised person within 28 days of receipt of a written application and will include a Refund letter explaining how the refund was calculated.
3. In the case of provider default the refund will be paid within 2 weeks (section 27 ESOS Act 2000) from the date that application received.
4. Sheffield reserves the right to retain the amount of any agent fee incurred by Sheffield in recruiting a student, in addition to any other amount Sheffield is entitled to.
5. To meet Tuition Protection Service (TPS) reporting obligations, Sheffield will only report on whether it has provided a refund to a student where a student's visa is refused, even if there is a compliant written agreement in place.
6. In the cases of refund due to student default, Sheffield will report that they have discharged their obligations to the student within seven days after the end of the provider obligation period of 28 days, which is in total 35 days after the default occurs.
7. Sheffield will not report on student refunds where a complaint written agreement is in place and it is not a case of a visa refusal. However, Sheffield will still report changes to a student's enrolment as required by section 19 of the ESOS Act within 31 days.
8. For the student under 18 years of age, Sheffield will report changes to student enrolment within 14 days where the student either does not commence the course or terminates the study. This ensures extra protection for this vulnerable group of students.

### **D. Grievance Procedures**

1. Students who believe they have been charged an incorrect fee or given an incorrect refund are entitled to dispute the decision using Sheffield College's Complaints & Appeals procedure.
2. Any appeal regarding decisions relating to this policy should be lodged in writing with Sheffield within 20 working days of the student receiving the original decision from Sheffield. Written appeals should be addressed to the Compliance Manager.
3. This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws and to pursue other legal remedies.