

 <p>S P Jain School of Global Management</p> <p>DUBAI • MUMBAI • SINGAPORE • SYDNEY</p>	<b>International Student Refund Policy</b>
Document Type	Policy
Administering Entity	Vice President – Administration, Chief Financial Officer, Registrar Director – Admissions, Regional Heads – Admissions, Regional Heads – Finance and Accounts, Course (Program) Office
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## 1. Scope

This policy applies to:

- a. international students studying or intending to study at S P Jain School of Global Management (S P Jain / the School) in Australia on an Australian student visa. As a registered Institute of Higher Education under the *Tertiary Education and Quality and Standards Agency Act 2011* and as a CRICOS registered provider for international students in Australia under the ESOS Framework, this policy aligns with the requirements as set out in the *Education Services for Overseas Students Act 2000* and the ESOS Framework, and the Higher Education Standards Framework (Threshold Standards) 2021.
- b. international students studying online or at an offshore campus at S P Jain’s offshore campuses in Dubai, Mumbai or Singapore and who are not defined as domestic students in this policy.
- c. This policy applies to refund of the unused portion of the tuition fees which have been paid in advance. Incidental charges, fines and penalties are non-refundable, and are additional to tuition fees. The incidental charges are published in the student course handbook and also on the fees page for each course.

## 2. Purpose

- a. The purpose of this Policy is to provide clear guidance and information about the fee refunds process, which are applicable to international students, the process for application of refunds and circumstances under which refunds are to be provided to current and prospective students studying as international students in Australia on a student visa and on other campuses.
- b. Comply with S P Jain’s responsibilities under all relevant legislation.

### 3. Definitions

ESOS Act	The Education Services for Overseas Students Act 2000 (Cth), as amended from time to time
National Code	National Code of Practice for Providers of Education and Training 2018
Due date (for payment of fees)	The deadline for payment/s as shown on the fee invoice or indicated in the Letter of Offer and Written Agreement
Domestic Student	An Australian citizen, New Zealand citizen (or dual citizenship holders of either Australia or New Zealand), a permanent resident of Australia or an Australian humanitarian visa holder enrolled onshore with the School.
International Student	A student studying or intending to study at S P Jain School of Global Management (S P Jain / the School) in Australia on an Australian student visa. <u>or</u> A student, studying online or at an offshore campus at S P Jain's offshore campuses in Dubai, Mumbai or Singapore and is not defined as a domestic student in this policy.
Study Period	Study period has the same meaning as it does in the National Code. It generally means a semester/term.
Unit of Study (Subject)	Unit has the same meaning as it does in the National Code. Generally, it means a discrete component of study within a Course. It may be known as a unit of study or a subject.
Overseas Student Health Cover (OSHC)	It is an Australian Government requirement that all international students studying in Australia on a student visa are covered by Overseas Student Health Cover (OSHC) for the duration of their visa. If students are accompanied by family and children, they must have the compulsory family policy for OSHC.
Default Day	Default day has the same meaning as it does in the ESOS Act. Merely by way of guidance, it generally means whichever of the following is relevant to the default: - the agreed starting day (being the day on which the Course was scheduled to start unless otherwise agreed); or - the day on which the Course ceases to be provided; or - the day on which the Student withdraws from the Course; or - the day on which the School (Institute) refuses to provide, or continue providing, the Course to the Student.
Weeks in Default Period	The same meaning as it does in the legislative instrument made under sections 46D(7) and 47E(4) of the ESOS Act from time to time unless the Policy otherwise provides. Merely by way of guidance, it means (unless otherwise provided) the number of calendar days from the Default Day to the end of the Study

	Period(s) for which the Institute has received payment of Tuition Fees from or in relation to the Student, divided by 7, then rounded up to the nearest whole number.
Weekly Tuition Fee	The same meaning as it does in the legislative instrument made under sections 46D (7) and 47E (4) of the ESOS Act from time to time. unless the Policy otherwise provides. Merely by way of guidance, it means total tuition fees for the Course, or total tuition fees paid by or in relation to the Student or on behalf of the student for a Study Period or Course (as the context requires), divided by number of calendar days in that Study Period or Course (as the context requires), multiplied by 7, then rounded up to the nearest whole dollar( or applicable currency).

#### 4. Circumstances and applicable refunds

The following section sets out the various circumstances in which international students are eligible for fee refunds.

##### a. Refunds where a course cannot be delivered (Provider Default)

- i. S P Jain will refund all tuition fees paid by commencing students, in the unlikely event that the School is unable to commence delivery of the course on the agreed date and at the agreed location, as set out in the signed letter of offer. All refunds will be processed within 14 days of the agreed starting day of the course.
- ii. As an alternative, the School may offer the student a place in an equivalent course either at S P Jain or another CRICOS registered provider, at no extra cost to the student. No refund will be payable if an alternative course is accepted by the student.

##### b. Refunds for commencing students where the School withdraws an offer

- i. Where, S P Jain withdraws the offer of enrolment because the student is unable to meet conditions associated with the enrolment (e.g. fails to reach a stated level of English which is stated as a condition of offer), the School will refund the unused tuition fees paid to date.
- ii. The refund amount will be equal to the Weekly Tuition Fee multiplied by the Weeks in Default Period (Weekly Tuition Fee x Weeks in Default Period).

##### c. Refunds where a student visa is rejected

- i. If an applicant's student visa is rejected for circumstances beyond the student's control (a visa delay caused by the student's own action or inaction is not considered a circumstance beyond the student's control), prior to course commencement at any of S P Jain's campuses, S P Jain will refund all tuition fees previously paid by the applicant towards the component of the course.
- ii. If a student who in a multi- campus mode of delivery has commenced the course at one of S P Jain's offshore campuses and subsequently his/her Australian visa is rejected, then S P Jain will refund any tuition fees paid for the periods of study not yet commenced.
- iii. Applicants must provide valid proof that their visa has been refused and the reason for the rejection of the visa, to receive the refund. If unable to substantiate, at its own discretion S P Jain may not refund the tuition fees paid to the applicant.

**d. Refunds where a Commencing Student withdraws from the course prior to commencement/during the first study period (Student Default)**

Where a Commencing Student withdraws from a course prior to course commencement or during the first study period and Section: *Rejection of Visa*, is not applicable, s/he is entitled to a partial refund of any tuition fees paid. The amount of the tuition fees retained by the School, determined by the date at which the Commencing Student withdraws, is as follows:

- i. Prior to the course commencement date: The School will retain the non-refundable tuition fees (as specified in the offer letter) paid for the course and refund the rest of the tuition fees paid for the first study period and any tuition fees paid for the subsequent study periods, net of any tuition fee discounts received from the School for advance payment of tuition fees.
- ii. On and up to 2 weeks after the course commencement date: The School will refund 40% of the tuition fees paid for the first study period and 100% of any tuition fees paid for the subsequent study periods, net of any tuition fee discounts received from the School for advance payment of tuition fees. If a student is on an installment plan no refund will be due to him for any tuition fees paid for the first study period.
- iii. After 2 weeks from the course commencement date: The School will retain the entire fees paid for the first study period and refund any tuition fees paid for the subsequent study periods, net of any tuition fee discounts received from the School for advance payment of tuition fees.

**e. Refund of tuition fees for continuing students**

Where a Continuing Student withdraws from a course prior to the commencement of any continuing study period of a course s/he is entitled to a partial refund of any tuition fees paid. The amount of the tuition fees retained by the School, determined by the date at which the Continuing Student withdraws, is as follows:

- i. Prior to the commencement date for the study period: The School will refund 100% of the tuition fees paid for the study period and any tuition fees paid for the subsequent study periods, net of any tuition fee discounts received from the School for advance payment of tuition fees.
- ii. After the commencement date for the study period: The School will retain the entire fees paid for the study period and refund 100% of any tuition fees paid for the subsequent study periods, net of any tuition fee discounts received from the School for advance payment of tuition fees.

**f. Refund of Health Insurance and Visa Fees**

- i. International students studying or intending to study in Australia who withdraw from or suspend their course may be eligible for a refund of any OSHC fees paid to the School. The amount refunded will be determined by the policies of the relevant OSHC provider.
- ii. International students studying or intending to study on offshore campuses who withdraw from or suspend their course may be eligible for a refund of any medical insurance fees paid to the School. The amount refunded will be determined by the policies of the relevant medical insurance provider.
- iii. Unutilised visa charges for Dubai and Singapore, if any will be refunded to the students.

### **g. Special Consideration**

A student who withdraws from a course due to special circumstances may apply for consideration to have any tuition fees paid refunded. See Section on *Special Circumstances*.

### **h. Circumstances where refund will not be paid**

No refunds will be paid if S P Jain cancels a student's enrolment because:

- i. the student is found guilty of academic or behavioural misconduct as specified in the *School's Academic Integrity Policy and Procedures* and *Student Misconduct Policy and Procedures*.
- ii. the student supplies fraudulent, forged or deliberately misleading documentation
- iii. the student fails to maintain satisfactory course progress
- iv. the student fails to maintain satisfactory attendance
- v. the student breaches a visa condition due to which S P Jain refuses to provide, or continue to provide, a course
- vi. S P Jain cancels a student's enrolment because the student fails to pay course or other fees. S P Jain reserves the right to pursue the collection of unpaid fees and other charges incurred via any legal method available.
- vii. Students who are granted permanent resident status while studying with at S P Jain in Australia will not be eligible for a refund of the fees for the remainder of the study period in which they are currently enrolled. Should they continue their studies with the School, they will be charged the current domestic fees for the remainder of their course.

## **5. Applying for a Refund**

- a. Unless otherwise stated, students applying for a tuition fee refund must complete a *Refund Request Form* and attach the relevant documents. In addition, students may need to complete some additional forms such as the *Withdrawal Declaration Form* or provide other written applications, depending on the specific circumstances of the refund request.
- b. The completed *Refund Request Form* with supporting documents should be submitted to the designated staff/s in the Course (Program) Office. The submission is not effective until the form is received and acknowledged by the Course (Program) Office.
- c. Requests for refunds should normally be made within 14 days of an event which qualifies the student for a refund. Students must ensure that all sections of the form are completed before submission to S P Jain, and they must attach all required documentation. The *Refund Request Form* must be signed by the student, or in the event that the student does not have the legal capacity to do so, by the student's parent or guardian.
- d. If a refund request is not received within 6 months of the event which qualifies the student for a refund, the student will forfeit the rights for a refund.

## 6. Special Circumstances

- a. The following definitions and guidelines are applied in determining special circumstances:
- medical circumstances that have changed to such an extent that the student is unable to continue studying, or new medical circumstances arose.
  - family/personal circumstances such as death, significant medical issues, unforeseen financial difficulties, or other circumstances that are unreasonable to expect a person to continue their studies.
  - employment-related circumstances where employment status or arrangements have changed so that the student is unable to continue their studies and this change is beyond their control.
  - program related circumstances where S P Jain has changed the course offered, and the student is disadvantaged by either not being able to complete the course, or not being given credit towards other courses.
  - extenuating circumstances of reasonable significance that interfere with the student's ability to meet a program's requirements. For example, legal commitments, military service, accidents or natural disasters.
- b. Special circumstances do not include:
- lack of knowledge or understanding of this policy or government legislation; or
  - failure to follow correct procedures; or
  - academic ability that was less than expected.
- c. Claims related to special circumstances must be supported with appropriate documentary evidence to allow impartial assessment of the claim. Supporting documentary evidence may include (but is not limited to):
- original signed and sufficiently detailed medical certificates;
  - original copies or certified police reports;
  - signed and witnessed statutory declarations (or similar);
  - any other evidence which supports the student's claim;
  - a detailed account of the circumstances or events that are relevant to the application, including specific dates, and demonstrates how it meets the 'Special Circumstances' section of this policy
  - a true and honest representation of the circumstances
  - other documentation requested by S P Jain
- d. Tuition fee refunds under special circumstances are solely at the discretion of the Vice President – Administration and are dependent on individual circumstances.

## 7. Payment of Refunds

- a. A refund can only occur if a student has a current credit in their student finance account. Refund will be processed after all other financial obligations to S P Jain have been discharged, including (but not limited to) library fines, student loans, and accommodation charges.

- b. Refund payments are normally made directly into the student's / sponsor's nominated bank account. The sponsor should be a recognised third party sponsor and entitled to the refund as per the Education Services for Overseas Students Act 2000, s.47D(3).
- c. All refunds are normally made in the currency in which the fees are denominated (Australian dollars, US Dollar, Singapore Dollars, Indian Rupees or UAE Dirhams) and are payable to the student's nominated bank account. If the nominated bank account is different to the currency of the fee refund, the student will be expected to cover the exchange rate fees as charged by the bank of either party and the bank charges for transfer to the nominated bank account and will be deducted from any refund. The exchange rate will be as per the rate offered on the day of transfer by S P Jain's bank.
- d. If a student has made payment with a debit /credit card, any refund will be credited to the original debit /credit card if the initial payment was made within the previous 12 months. Otherwise, the refund will be processed in the bank details provided by the student.
- e. Where a student applies for a refund of the fees, without making an appeal for special circumstances, the refund will be assessed and approved according to this policy by the Director - Admissions and cleared for payment to the Accounts Office.
- f. Refunds may be transferred to another CRICOS registered higher education provider if authorised in writing by the student or, where appropriate, the student's sponsor, only after the requirements for provider transfer for international students are met under Standard 7 of the National Code (2018) as set out in the S P Jain's *Provider Transfer Policy*.
- g. Unless otherwise advised, refunds will be processed within 28 days of the completed documentation and *Refund Request Form* being submitted to the School. Incomplete forms or forms without sufficient supporting documentation may cause processing delays.
- h. Once the refund is made from S P Jain bank account, the processing time for transfers will be accordingly to the relevant banks involved. S P Jain has no control over the time taken between the banks once the fund is released.
- i. Under the ESOS Framework in Australia, international student fees and refund obligations for international students studying in Australia on a student visa are protected through the Australian Government's Tuition Protection Service.

## **8. Appeals**

- a. Students who are not satisfied with the outcome of their application for a refund may lodge a grievance in accordance with the *Student Grievance and Mediation Policy and Procedures*.

## **9. Australian consumer law**

- a. The completion of the *Refund Request Form* does not affect the student's right to make a complaint or appeal, nor does it affect the rights of the student to take action under the Australian Consumer Law or in another jurisdiction where applicable.

- b. This policy does not affect the student's right to further action under Australia's Consumer Protection Laws nor does it prevent the student from pursuing other legal remedies.

#### **10. Record Keeping**

- a. Records of all fee refunds must be retained in accordance with S P Jain's *Records Management Policy*.

#### **Related Documents**

- a. Academic Integrity Policy and Procedures
- b. Provider Transfer Policy
- c. Records Management Policy
- d. Student Grievance and Mediation Policy and Procedures
- e. Student Misconduct Policy and Procedures
- f. Statement of Tuition Assurance