1. Purpose

This policy outlines the ways in which students’ tuition fees are protected in the event that S P Jain School of Global Management (S P Jain) is unable to deliver a course for which tuition fees have been paid. It outlines the alternative arrangements which will be made and the School’s responsibility for the cost of any alternative or transitional arrangements in the event of provider or course default.

2. Context

Under Australian Government legislation international students are protected by a Tuition Protection Service (TPS). The aim of this protection is to ensure that students receive the tuition they have paid for or, as a last resort, a refund.

The legislation sets out what happens when a registered provider or an overseas student or intending overseas student defaults (that is, when a provider fails to start or finish providing a course to a student, or a student fails to start or finish a course with a provider). It establishes a universal single Tuition Protection Service (TPS) to provide a flexible and streamlined approach to student placement and refund arrangements in the event a defaulting provider does not meet its refund obligations under the ESOS Act. Students will be given an active role in selecting from suitable placement options through an online information service. Where a student does not access a placement through the placement facility provided by the TPS Director, the student may be eligible for a refund of their unexpended tuition fees from the TPS Director.

Students will be eligible for a refund of the unused portion of any prepaid tuition fees (i.e. tuition for which they have paid but which has not yet been delivered) rather than a full refund, in recognition of the fact that you may obtain credit for the study already completed.
In accordance with the Tuition Protection Framework, all Australian higher education providers, including S P Jain, may only collect pre-paid course fees up to one study period in advance. They may only collect a deposit of up to 50 per cent of the total course fee from commencing students.

S P Jain complies with all the requirements of the Tuition Protection Scheme and provides an explanation of what happens in the event of a course not being delivered in its written agreements in accordance with Standard 3 of the ESOS National Code.

3. Arrangements when a course cannot be delivered

a. Refunds
   i. In the unlikely event that a student has accepted an offer of enrolment the School is unable to deliver the course, the student’s deposit and any tuition fees paid to date will be refunded within two weeks of the agreed starting day of the course or within two weeks from the date on which the course ceases to be provided, whichever is soonest.
   
   ii. In these circumstances a continuing student may request a refund of any unused portion of any prepaid tuition fees (i.e. tuition which has been paid for, but which has not yet been delivered) rather than a full refund in recognition of the fact that they may obtain credit with another provider for the study already completed.

b. Alternative course options
   i. In the event of a provider default, a commencing student may be made an offer to enroll in an alternative course of the School, at S P Jain’s expense for a cost no greater than the cost of the originally offered course of study.
   
   ii. This may include enrolment at another provider in the same location (Sydney, Dubai, Singapore or Mumbai) who offers a similar course to the course offered at the School. S P Jain will meet the expenses for costs no greater than the cost of the originally offered course of study.

       A continuing student may be offered the option of transferring to another S P Jain campus if the same or similar course is available. S P Jain will meet the expenses for costs no greater than the cost of the originally offered course of study.

Related Documents
   a. Course Discontinuation Policy
   b. Domestic Student Refund Policy
   c. International Student Refund Policy
   d. Tuition Fee Protection Procedure