

# CANCELLATION AND REFUND POLICY AND PROCEDURES 2021

The Joint Venture Board of the University of Sydney Foundation Program Pty Limited (USFP), as the governing authority of the University of Sydney Preparation Programs, by resolution adopts the following policy.

Dated: 20 October 2021

Last amended: N/A

Signature:

Position:

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## PART 1 – CANCELLATION AND REFUND POLICY

### 1 Name of policy

This is the Cancellation and Refund Policy and Procedures 2021.

### 2 Commencement

This policy commences the day after the day on which it is registered.

### 3 Policy is binding

Except to the extent that a contrary intention is expressed, this policy binds The University of Sydney Foundation Program Pty Limited (CRICOS Provider Code: 00026A), staff, students and affiliates.

### 4 Overview

This policy and its procedures outlines the circumstances in which refunds of course or tuition fees are made to or on behalf of students enrolled in University of Sydney Preparation Programs (USPPs).

This policy and its procedures meets the requirements of [The National Code of Practice for Providers of Education and Training to Overseas Students 2018](#).

### 5 Application

This policy (and its procedures) applies to students commencing, continuing or yet to commence their enrolment in the USPPs delivered on behalf of the University of Sydney by Navitas Australia Pty Limited (CRICOS Provider Code: 01682E) trading as Taylors College Sydney (the College). This policy applies to students who enrol prior to the commencement date of this policy, to the extent that these students will not be disadvantaged by the application of this policy in comparison to the policy version in effect at the date of their enrolment.

### 6 Definitions

<b>Admissions</b>	means the Taylors College Sydney Admissions team.
<b>AEP</b>	means the Academic English Preparation program delivered by Taylors College Sydney, which may be packaged with a University of Sydney Foundation Program
<b>Affiliates</b>	means consultants and contractors to the College; members of the Board of USFP; members of College committees; and any other persons appointed or engaged by USFP to perform duties or functions on its behalf.
<b>Cancellation of enrolment</b>	means terminating a course enrolment, which is initiated by the College (for example, on the basis of student misconduct or due to unsatisfactory course progress).
<b>Certified</b>	means to declare to be correct, true and or genuine; to affirm in an official capacity.
<b>The College</b>	means Taylors College Sydney, including its staff, affiliates and contractors.
<b>College Director</b>	means the most senior staff member for the College (or their delegate).
<b>Compassionate or compelling circumstances</b>	means circumstances generally beyond a student's control which have a significant impact upon a student's course progress or wellbeing.
<b>Course</b>	means a sequence of academic subjects to achieve stated learning outcomes.
<b>CRICOS</b>	means Commonwealth Register of Institutions and Courses for Overseas Students.

<b>Delegate</b>	means a person who has been authorised to perform a specific responsibility.
<b>Department of Home Affairs (DHA)</b>	means the Australian Government department responsible for issuance of student visas and provision of student visa services ( <a href="http://www.homeaffairs.gov.au">www.homeaffairs.gov.au</a> ).
<b>eCoE</b>	means an electronic Confirmation of Enrolment (eCoE) issued by an education provider to verify a student's enrolment in a course.
<b>Enrolment</b>	means confirmed acceptance into a USPP course where a student is progressing towards the completion of the course requirements.
<b>Family Member</b>	means, for the purpose of this policy, a student's parent(s), legal guardian(s) or spouse.
<b>International student/overseas student</b>	means a person (whether physically located within or outside Australia) who holds or needs a visa with rights to study in Australia, and who has the right to enrol at the College.
<b>Letter of Offer</b>	means the document issued by Taylors College Sydney in conjunction with other material, offering an applicant admission to a USPP.
<b>National Code</b>	means the <a href="#">National Code of Practice for Providers of Education and Training to Overseas Students 2018</a> made under subsection 33(1) of the <a href="#">Education Services for Overseas Students (ESOS) Act 2000 (Cth)</a> which outlines nationally consistent standards for the conduct of registered providers and the registration of their programs.
<b>Non-tuition fees</b>	means fees that are not directly related to course tuition, such as enrolment fees, Overseas Student Health Cover (OHSC), stationery and textbooks, late payment fees, and replacement of Student ID Card fee. Non-tuition fees are outlined in a student's letter of offer and listed on the College website
<b>Overseas Student Health Cover (OHSC)</b>	The Overseas Student Health Cover which must be purchased by an international student as a condition of their student visa and maintained for the duration of that visa.
<b>Original payee</b>	means the person or entity that originally transferred fees to the College.
<b>Refund</b>	means a full or partial reimbursement of tuition and/or non-tuition fees, which may be made to a student, the original payee or to an authorised family member.
<b>Student</b>	means a person who is or was an enrolled student in a University of Sydney Preparation Program.
<b>Student Non-Academic Misconduct Panel</b>	means the panel formed by the College Director or delegate to make decisions regarding allegations of student misconduct.
<b>Suspension</b>	means temporarily putting a commenced course on hold, and may be initiated by the student (for example, a leave of absence) or by the College.
<b>Tuition fees</b>	means the fees paid for receiving tuition in a USPP-related course or program of study. Tuition fees do not include enrolment and other non-tuition fees. Tuition fees are outlined in a student's letter of offer.
<b>Tuition Protection Service (TPS)</b>	means an Australian government service to assist students whose education providers are unable to fully deliver their course of study. The TPS ensures that these students are able to either complete their studies in another

course or with another education provider or receive a refund of their unspent tuition fees.

**University of Sydney Preparation Programs (USPP)**

means the non-award pathway programs offered by the University of Sydney and delivered by Navitas Australia trading as Taylor College Sydney. They include the University of Sydney Foundation Program and the High Achievers Preparation Program (HAPP).

**Withdrawal**

means a request to cease a course enrolment that is initiated by the student, effective on the date when the student makes a formal written request.

## **7 General principles**

- (1) If a student is entitled to a refund of tuition fees under this policy and procedures, the refund must be generally be paid within 28 days from the date of receipt of a fully completed USPP Request for Refund form and all of the supporting documentation specified in that form. The exception is if the College defaults (see clause 11), in which case a refund will be paid within 14 days of the:
  - (a) agreed starting day (if the course has not commenced), or
  - (b) the day on which the course ceased being provided (if the course has commenced).
- (2) If a student withdraws their enrolment or has their enrolment cancelled by the College, they may be required to pay any outstanding tuition fees, and any costs incurred by the College in recovering any outstanding fees (such as debt collection agency fees), which will be deducted prior to the issue of any refund.
- (3) There are different student refund entitlements for different scenarios; these are summarised in Appendix A.
- (4) Certain non-tuition fees are paid to service providers external to the College and may therefore be subject to those service providers' refund policies. Refer to Appendix A for further details.
- (5) If the College identifies that a student has provided fraudulent information in their application for admission, either before or after a student commences a course, the student's offer will be withdrawn or their enrolment cancelled. The refund entitlements specified in Appendix A relating to fraud apply and the student is not entitled to a refund for other reasons.
- (6) Students who suspend their enrolment after commencing a USPP can ask for their unused pre-paid tuition fees to be applied as credit towards a future semester. These students are not entitled to a refund of this credit if, at a later stage, they withdraw their enrolment.
- (7) Where a student requests a refund, is entitled to a partial refund of tuition fees for a future semester but has not yet paid the tuition fees for that future semester, the College may withhold tuition fees paid for the student's first or current semester to cover the non-refundable tuition fees for the future semester.
- (8) If a College investigation or appeals process is solely responsible for a delay to a student's application for a refund, the College will ensure the student is not disadvantaged when applying for a refund.
- (9) The College Director has discretion to authorise a refund of a higher amount, than would otherwise be provided for by this policy.
- (10) Money laundering involves processing criminal profits to disguise their illegal origin. Individuals who finance terrorism sometimes use money laundering processes to disguise their identity. To minimise the risk of money laundering, it is the College's preference to pay refunds to students or to the original payee. As an exception, the College will pay a refund to a family member (see definition) who is not the original payee, if the refund is returned to the same country and in the same currency.
- (11) Complaints and appeals:

- (a) Complaints or appeals concerning refunds related to USPP courses can be made through the Student Complaints and Appeals Policy and Procedures.
- (b) This policy and its associated procedures do not limit the rights of individuals to take action under Australia's Consumer Protection Laws, if applicable.

## 8 Records Management

Records in association with this policy will be kept in accordance with the Records Management Policy and Procedures. Confidential documents related to the implementation of the policy will be maintained according to relevant privacy requirements.

## PART 2 – CANCELLATION AND REFUND PROCEDURES

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### 9 Applying for refunds of tuition fees

- (1) All student requests for refunds of tuition fees must be made in writing on the USPP Request for Refund form.
- (2) If a student applies for a refund on the grounds that their visa application has been rejected by a visa-issuing authority, the student must provide a copy of their visa rejection letter.

### 10 Payment of refunds

- (1) Refunds will generally be made payable to the student, or the original payee. The College requires a copy of the original payment advice, including proof that the bank account is in the same name as the payer of the initial payment, and a copy of the payee's passport for verification purposes.
- (2) Refunds may be made to family members who are not the original payee but will not be made to any other individuals. The student (or for students aged under 18, the student's parent(s) or legal guardian(s)) can apply for a family member to receive a refund on the student's behalf. A student is required to submit a letter that includes both student and family member photo identification that is government issued and certified within the last six months. The letter must clarify the student's relationship with the family member. Family members must produce evidence of their relationship to the student.
- (3) Refunds will be made in Australian dollars, in US dollars, or an alternative currency if this is not possible. The student, original payee or family member will, on request, be provided with a statement of how the refund amount is calculated.

### 11 College default

- (1) In the unlikely event that the College is unable to start a course on an agreed date, or deliver a course in part or in full, the student will be offered a full refund of unspent tuition fees paid. The refund will be paid within 14 days of the agreed starting day (if the course has not commenced) or the day on which the course ceased being provided (if the course has commenced). Alternatively, the student may be offered enrolment in a suitable alternative course at no extra cost.
- (2) If a course has started and the College defaults, the student has the right to choose whether they would prefer a refund of the unspent portion of prepaid tuition fees (calculated as 'weekly tuition fee' x 'weeks in default period'), or to accept a place in another course, if applicable. If the student chooses a placement in another course, they will be asked to sign a document to indicate acceptance for the placement.
- (3) If a course has not started and the College defaults, the student is entitled to a full refund.

- (4) In these circumstances only, the College will accommodate requests for refunds to be paid to another Australian education provider. The student will need to provide a copy of the invoice from the receiving Australian education provider.
- (5) If the College is unable to provide a refund or place a student in a suitable alternative course, the College will refer the matter to the TPS and the TPS will assist the student to find a suitable alternative course at no extra cost, or if required, refund any unspent tuition fees. Navitas will be required to comply with the requirements of the TPS. Further information can be obtained at <https://tps.gov.au>.

## **12 Applying for refunds of non-tuition fees**

- (1) Some examples of non-tuition fees are provided in the definitions section.
- (2) Homestay/accommodation refunds.  
Students should apply to their Homestay/accommodation provider for a refund.
- (3) Overseas Student Health Cover refunds
  - (a) As a condition of a student visa, all students must hold valid OSHC for the duration of their visa. Navitas can arrange OSHC, which is payable with the initial payment of tuition fees.
  - (b) If a student chooses an alternative OSHC provider to Navitas' nominated provider, they must provide evidence of OSHC to the Department of Home Affairs for the entire study period, before a student visa can be issued.
  - (c) If a student does not arrive in Australia to commence their course, the student (or their sponsor if applicable) will be entitled to a full OSHC refund.
  - (d) If a student has arrived in Australia, the applicable refund will depend on the OSHC provider's refund policy.
  - (e) If a student is discontinuing their course and returning home overseas, or no longer holding a student visa, the student can either apply directly to their OSHC provider for an OSHC refund, or apply via the College if they have used Navitas' preferred OSHC provider.

## **13 Rescissions and replacements**

This document replaces the following, which are rescinded as from the date of commencement of this document:

Nil

### **NOTES**

Cancellation and Refund Policy and Procedures

Date adopted: 20 October 2021

Date registered: 3 November 2021

Date commenced: 3 November 2021

Administrator: Position title of the most senior person responsible for the day to day operation of the policy.

Review date: At least once every 5 years from the date of commencement.

Rescinded documents: Not applicable

Related documents:

- (1) *Competition and Consumer Act 2010 (Cth)*
- (2) *Corporations Act 2001(Cth)*
- (3) *Education Services for Overseas Students (ESOS) Act 2000 (Cth)*
- (4) *Education Services for Overseas Students Regulations 2019 (Cth)*
- (5) Higher Education Standards Framework (Threshold Standards) 2021
- (6) National Code of Practice for Providers of Education and Training to Overseas Students 2018 (the National Code)
- (7) National Standards for Foundation Programs
- (8) *Privacy Act 1988 (Cth)*
- (9) Academic Integrity Policy and Procedures
- (10) Admissions Policy and Procedures
- (11) Attendance Policy and Procedures
- (12) Deferment, Suspension, Withdrawal or Cancellation of Enrolment Policy and Procedures
- (13) Monitoring Course Progress Policy and Procedures
- (14) Progression and Exclusion Policy and Procedures
- (15) Records Management Policy and Procedures
- (16) Request for Refund Form
- (17) Student Code of Conduct
- (18) Student Complaints and Appeals Policy and Procedures
- (19) Student Enrolment Terms and Conditions
- (20) Student Misconduct Policy and Procedures
- (21) Student Privacy Policy
- (22) University of Sydney Under 18 International Students Policy 2016
- (23) University of Sydney Under 18 International Students Procedures 2016

## **APPENDIX A – REFUNDS SCENARIOS**