

Refund Policy

INTERNATIONAL STUDENTS

SCOPE

This policy covers the refund process for all fees payable for training services provided within Sydney Design School's scope of registration, in accordance with the Education Services for Overseas Students Act 2000 (ESOS Act), the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for registration authorities and providers of education and training to overseas students 2018 (National Code).

PURPOSE

To provide for appropriate handling of student payments and to facilitate refunds in the case of cancellation by either party. The refund process will allow students the option to disengage from training in a manner in which a negative impact may be reduced, depending upon the notification time-frame.

Unless otherwise stated, all refund of fees will be granted in accordance with this policy. The terms and conditions of this policy apply to all students, whether they are waiting to commence or are continuing studies.

An application to cancel an enrolment may require up to 7 working days to process. Students must return their Sydney Design School student card. A fee of AUD \$275 (per course) will apply for the cancellation of the enrolment.

Where a student has not completed at least 6 months of their principal course, they are required to follow the student release policy.

Students should be aware that Sydney Design School will notify the secretary of the Department of Education (DoE) via PRISMS once a cancellation is finalised. This may affect a student's visa conditions.

Where the cancellation of enrolment has been initiated by Sydney Design School, the student is allowed 20 working days to access our internal complaints and appeals process to refute the decision. Students may not be eligible for any fee refund if they have not met the terms and conditions stated below.

- a) All requests for course cancellation and fee refunds prior to commencement must be submitted in writing to registrar@sydneydesignschool.com.au
- b) All requests for course cancellation and fee refunds after course commencement should be submitted through the "Notification of Withdrawal Form" available on the Sydney Design School eCampus
- c) Students may only be eligible for a refund as assessed by Sydney Design School. Refunds are made in line with the framework of the Tuition Protection Service (TPS) (www.tps.gov.au)
- d) Where a student defaults, the student is unable to obtain a visa or there is no written agreement in place between Sydney Design School and the student, students may apply for a refund of their unspent pre-paid tuition fees. No refund is eligible for other student defaults such as the breach of student visa conditions, failure to pay the fees, misconduct, or failure to commence their course without valid reason. Student default is not confirmed until students have had a chance to access internal or external complaints and appeals processes. The complaints and appeals form and policy may be found on the Sydney Design School website at <http://www.sydneydesignschool.com.au> and the eCampus.
- e) In the event that Sydney Design School defaults, students will be eligible for a refund of their unspent pre-paid tuition fees. Provider default includes:
 - / Where Sydney Design School is unable to deliver a course or program. In such cases, students will be offered a suitable alternative place at no cost disadvantage. Where this is not possible, Sydney Design School will provide students with a refund of their unspent pre-paid tuition fees.

/ Where Sydney Design School is unable to complete a program once it has started.

/ Where Sydney Design School is unable to complete the course because of a sanction imposed upon it.

- f) Student refunds due to provider default will be processed within 14 days after the default date. All other refunds will be made within 4 weeks of the submission to Sydney Design School.
- g) Refunds are subject to deductions, including any outstanding fees to the School, such as international bank transfer fees or fees relating to the re-issuance of CoEs. The following table details the status of items of student refund.

Refund conditions	Deposit refundable	Tuition fee refundable
Visa refusal prior to commencement	AUD \$2,365	100% of prepaid fees
Cancellation more than 7 days before start date	AUD \$2,000	100% of prepaid fees
Cancellation less than 7 days before start date	Not refundable	100% of prepaid fees
Cancellation after the start date	Not refundable	Current terms fees not refundable 100% of prepaid fees on future terms

- h) All student refunds due to visa refusal will be documented and reported to the secretary of the Department of Education, via PRISMS. This information includes the date and amount of refund. The amount of \$124.50 retained is equivalent to 5% of the deposit payment in accordance with Section 47E(2) of the ESOS Act.
- i) Students who have commenced their course (according to the date stated on their current CoE), and subsequently wish to cancel their course will forfeit the balance of their fees for that term. Term fees paid in advance will be refunded.
- j) Refunds will be made only to the student enrolled in the course with Sydney Design School, or to a designated person with written consent from the student.
- k) All fees must be paid, and will only be refunded, in Australian dollars.
- l) Those cases in which a student seeks a refund of fees paid to Sydney Design School due to individual circumstances beyond the control of the student which have been detrimental to the student's studies should be discussed personally with Sydney Design School student services. In such situations, each case shall be judged on its own merit.
- m) Students unsatisfied with the fees refunded to them, or with Sydney Design School's refund policy, may at no extra cost to the student access Sydney Design School's internal complaints and appeals process.
- n) 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 law.

- o) Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS act and the national code 2018; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the education services for overseas student's act 2000, the education services for overseas student's regulations 2001 and the national code of practice for registration authorities and providers of education and training to overseas students 2018. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian government and designated authorities and, if relevant, the tuition protection service and the ESOS assurance fund manager. In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.
- p) Requests and issued refunds are to be logged in the Sydney Design School International Student Refund Register.