

## REFUND AND WITHDRAWAL POLICY

### Introduction

The Sydney College of Divinity Refund Policy has been developed in accordance with Section 28 of the ESOS Act 2000 (as amended in 2007).

A copy of this policy must be given to all intending and enrolling students before any tuition fees are paid. The tuition fees are reviewed each year and the revised tuition fee implemented on 1<sup>st</sup> January each year.

Overseas students are required to pay their tuition fees up-front in full unless special arrangements have been made in writing.

Overseas students are required to maintain satisfactory course progress to complete the course within the expected duration, taking at least one unit that is not by distance or online learning in each compulsory study period.

In the event that an offer of a place is withdrawn by the College on the grounds that the original offer was made on the basis of incomplete or incorrect information supplied by the overseas student, the college reserves the right to withhold 10% of the tuition fee paid for the first semester and to refund the balance.

This Refund Policy applies to **all students** with some special arrangements particularly for Overseas students as noted.

### Refund if a Student defaults

A student may withdraw from a unit or course at any time in a semester during their course of study, however, the student needs to be aware of the consequences of such an action.

Students may withdraw from units without academic penalty only if notice of withdrawal is submitted in writing to the Registrar by 4.00 pm on the Census Date applicable to the unit in question.

If withdrawal occurs in writing up to 4.00 pm on the Census Date the tuition fee will be refunded in full, however a withdrawal fee may be charged to the student. A written request to the Registrar in the case of exceptional circumstances (see below) may waive the withdrawal fee. The refund will be paid to the student within four weeks of the date of withdrawal.

If a student withdraws after 4.00pm on the Census Date of the unit in question, a Fail grade will be given and tuition fees will not be refunded. If there are exceptional circumstances around this withdrawal a written request needs to be sent to the Registrar seeking a refund and detailing the exceptional circumstances. A full or pro-rata refund (based on the number of weeks into the semester the withdrawal occurs) may be made in such cases.

Any fees paid in advance for an upcoming semester not yet commenced will be refunded in full.

A written request for withdrawal due to exceptional circumstances may be accepted as grounds for a total or partial refund of fees subject to the student providing acceptable documentary evidence in support of their claim. Exceptional circumstances may include:

- Inability to obtain a student visa
- Illness or disability
- Failure to meet English language requirements for admission
- Death of the student or a close family member (parent, sibling, spouse, child)

### **Refund if the Provider defaults**

The process for refunds if the registered provider defaults is outlined in the written agreement between the provider and an overseas student, in line with the provisions of the ESOS Act 2000 and the ESOS Regulations 2001, and will be followed by the registered provider.

In the case of provider default, student will have the option to have refunded the total of course money paid, less the amount relating to provider expenses incurred for the student for the course before the day of default. The student may alternatively choose to accept an offer into a suitable alternative course, either arranged by the provider (at the provider's expense), or arranged by the tuition assurance scheme. If the student accepts the offer (in writing) into a course as arranged under these circumstances, the provider is relieved of its obligation to provide a refund.

### **Payment of Refund**

In the case of Provider default, the refund owed to the student will be paid within two weeks after the default day. In the case of student default, the refund owed will be paid within four weeks after the default day.

The payment will be made in the same currency as the fees were originally paid.

The refund will normally be paid to the student. If the student wishes the refund to be paid to a third party (eg in the event that the fees were paid by another person) the student must provide a letter of authority signed by both the student and the receiving party and including account details of the receiver, enabling the provider to pay the other party.

If the student is offered an alternative place of study, any refund will be paid directly to the new institution accepting the student. Refunds in the form of transfer of fees to another institution will be made subject to the student presenting evidence of acceptance into that institution.

This policy, 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.

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