

 <p>S P Jain School of Global Management</p> <p>DUBAI • MUMBAI • SINGAPORE • SYDNEY</p>	<h2>Domestic Student Refund Policy</h2>
Document Type	Policy
Administering Entity	Chief Financial Officer, Head of Accounts, Vice President – Administration, Registrar, Director- Admissions, Course (Program) Office
Latest Approval/ Amendment Date	November 6, 2024
Last Approval/ Amendment Date	April 3, 2024
Approval Authority	Board of Directors
Indicative Time of Review	November 5, 2026

1. Scope

- a. This policy applies to domestic students enrolled onshore at S P Jain School of Global Management (S P Jain / the School).
- b. The policy aligns with the requirements outlined in the Higher Education Support Act 2003 (HESA), and the Higher Education Standards Framework (Threshold Standards) 2021.
- c. This policy applies to refunds 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 handbook and also on the fees page for each course.
- d. This policy also applies to domestic Fee-Help students and the remission of Fee-Help debt.

2. Purpose

- a. The purpose of this Policy is to provide clear information and guidance about the tuition fee refund process applicable to domestic students and the circumstances under which they may be eligible for a refund of some, or all fees paid to S P Jain or a remission of their FEE-HELP debt.
- b. Comply with S P Jain’s responsibilities under all relevant legislation.

3. Definitions

Census date	The official deadline for Domestic Students to finalise enrolment and fees in a unit of study or course. S P Jain determines the census date for units of study for a course. The census dates for units of study are provided before or on the earliest enrolment date for units of study and are available on the course information on the website.
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.

4. Circumstances and applicable refunds

a. Withdrawal by Domestic FEE -HELP Students

- i. Domestic FEE-HELP students who wish to withdraw from a course or unit(s) of study must advise S P by submitting a completed *Withdrawal Declaration Form* to the designated staff/s in the Course (Program) Office. The withdrawal notice is not effective until the form is received and acknowledged by the Course (Program) Office.
- ii. Students who withdraw on or before the Census Date will be granted withdrawal without penalty from the course or unit(s) of study as requested. They will not incur a FEE-HELP debt for these unit(s) of study, their FEE-HELP limit will not be reduced. They do not need to apply for a remission of their FEE-HELP debt.
- iii. If a student has paid any amount of their fees upfront they will be offered a refund of 100% of the tuition fees paid for those unit(s) of study. To apply for a refund, students must submit a completed *Refund Application Form* with required supporting documents and submit it to the designated staff/s in the Course (Program) Office.
- iv. Students who withdraw from a course or unit(s) of study after the Census Date will incur a FEE-HELP debt for the unit(s) of study specified, their FEE-HELP limit will be reduced, and they will remain liable for tuition fees. No refund will be applicable for any tuition fees paid upfront.
- v. A student who withdraws from a course or unit(s) of study after the Census Date due to special circumstances may apply to have any upfront tuition fees paid refunded and have FEE-HELP debt remitted. See Section on *Special Circumstances* for details.
- vi. If S P Jain cancels a student's enrolment based on a course no longer being offered, a course not being offered for the specified semester/term or other provider default, students will be notified in writing and will be given the option to transfer their enrolment to another course and/or semester/term, or request a remission of their FEE-HELP debt or a full refund of their upfront paid tuition fees, as applicable. Requests for a full refund of upfront paid tuition fees will be processed within 14 days of the provider default unless a request to transfer enrolment to another course or term is received from the student in writing during this period.

b. Withdrawal by Domestic Non FEE-HELP Students

- i. Domestic non FEE-HELP students who wish to withdraw from a course or unit(s) of study must advise S P Jain by submitting a completed *Withdrawal Declaration Form* to the designated staff/s in the Course (Program) Office. The withdrawal notice is not effective until the form is received and acknowledged by the Course (Program) Office.
- ii. In the event of a student withdrawing from a course or unit(s) of study on or before the census date, 100% of the unutilised tuition fees paid for the course or unit(s) of study as applicable will be refunded to the student. Refunds are not automatic and will be paid upon application in addition to the application for withdrawal. To apply for a refund, students must submit a completed *Refund Application Form* with required supporting documents and submit it to the designated staff/s in the Course (Program) Office.
- iii. In the event of a student withdrawing from unit(s) of study after the census date, for those unit(s) of study no refund is applicable for students who have paid in full in advance

- for the applicable unit(s) of study, and students who have paid by instalments will be financially liable for the full fee for that unit.
- iv. A student who withdraws from unit(s) of study after the Census Date due to special circumstances may apply for consideration to have any tuition fees paid refunded. See Section on *Special Circumstances*.
 - v. If S P Jain cancels a student's enrolment based on a course no longer being offered, a course not being offered for the specified semester/term or other provider default, students will be notified in writing and will be given the option to transfer their enrolment to another course and term/semester or request a full refund of their upfront paid tuition fees, as applicable. Requests for a full refund of tuition fees will be processed within 14 days of the provider default unless a request to transfer enrolment to another course or term is received from the student in writing during this period.
- c. 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

5. Applying for a tuition fee refund or a remission of a FEE-HELP debt

- a. Unless otherwise stated, students applying for a tuition fee refund, or a re-credit of a FEE-HELP debt 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. 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.
- c. 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. Special circumstances may apply for provision of a refund when student withdrawal is after the census date if S P Jain makes an assessment that the special circumstances comply with the guidelines. The student must have:
 - been enrolled in the unit after the census date
 - not successfully completed the requirements of the unit
 - submitted a written application for special circumstances using the *Refund Application Form* together with a *Withdrawal Declaration Form* and supporting evidence to the designated staff/s in the Course (Program) Office.

- b. The special circumstances:
- i. were beyond the student's control, which is reasonably considered as not due to the student's action or inaction, either direct or indirect, and for which the student is not responsible and;
 - were unusual for the student; and
 - made it impractical for the student to complete the requirements of the course/s; and
 - did not occur until after the Census Date for the course/s; or
 - where the circumstances occurred or existed before the Census Date, worsened or changed, such that their full effect was not apparent to the student until after that date.
 - ii. would make it impractical for a student to complete the requirements of the course/s and may include (but are not limited to):
 - 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, carers' responsibilities, legal commitments, military service, accidents or natural disasters.
- c. 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.
- d. 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

- e. Tuition fee refunds under compassionate or compelling circumstances are solely at the discretion of the Vice President–Administration and are dependent on individual circumstances.

f. FEE-HELP Students – Additional Information about Special Circumstances

- i. FEE-HELP students may be eligible to have their HELP debt remitted (and FEE- HELP balance re-credited, if applicable) under particular circumstances referred to as ‘special circumstances’ above. Applications submitted due to ‘special circumstances’ must reach S P Jain within 12 months of the student’s withdrawal day. The ‘withdrawal day’ is the day S P Jain specifies in its notice as the day the withdrawal takes effect.
- ii. There are no provisions for students in the *Higher Education Support Act 2003* (HESA) for a debt to be remitted if a student has already completed a unit or course of study.

7. Payment of Refunds

- a. Refunds will be reimbursed in Australian dollars and the payment sent to the student’s /sponsor’s nominated bank account.
- b. In accordance with Australian banking regulations If the tuition fee was paid by credit card within the last 12 months, the refund will be credited to the credit card from which the fee was initially paid.
- c. 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.
- d. 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.

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.
- 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. Records Management Policy
- c. Statement of Tuition Assurance
- d. Student Grievance and Mediation Policy and Procedures
- e. Student Misconduct Policy and Procedures