

FEES AND CHARGES AND REFUND POLICY AND PROCEDURE

1. PREAMBLE

SydneyMet strives to maintain transparency and provides full information to students regarding fees, charges, and refund of fees and charges so that they can make informed decisions and protect their rights as enshrined in government regulations like the ESOS Act.

2. PURPOSE

The purpose of this document is to set out SydneyMet's fees and charges and refund policies. This will help students make informed judgements and claim their rights.

3. SCOPE

The scope of this policy applies to all students, staff and Educational Agents sending students to the College.

4. TUITION FEES AND CHARGES

The Principal Executive Officer (PEO) is responsible to recommend tuition fees and other charges, for approval by the Governing Council (GC). Based on market surveys and other evidence, the GC will make the final decision on tuition fees and charges. The GC is also responsible to approve refund policies. The current fees are as below:

Table 1: Tuition fee (AUD) structure (per Unit of study, i.e., 6 credit hours):

Fees	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)
Tuition fee (AUD)*	\$2,000	\$2,100	\$2,200	\$2,400	\$2,500
Other Charges	As applicable	As applicable	As applicable	As applicable	As applicable

*Subject to change.

Table 2: Other Charges (AUD) for Year 2021 as application

Other charges Items	Charges
Enrolment/Admission fee (once in the Course; non-refundable)	\$200
Test or Assessment (per trimester per term)	\$150
RPL Application fee	\$150
Student ID card replacement	\$10
Deferment of enrolment	\$200
Change of course pathways	\$200
Graduation fee	\$100
Qualification reissue fee	\$25
Qualification urgent processing fee	\$100
CoE Extension fee	\$80
Readmission fee	\$100
Library late return fees	\$5 per day per item up to \$100
Library book replacement	Replacement cost
Airport pickup fee (if selected)	\$200

Document processing time is 5 working days minimum.

The above cost does not allow for textbooks, computer, stationery, living costs of accommodation, meals, transport etc. Textbooks, stationary and other incidental costs could amount to a further AUD\$300 per Unit.

Student should consider the costs of living (accommodation, meal etc) in Australia, which is estimated by the Australian government, which can be found at <https://www.studyinaustralia.gov.au/english/live-in-australia/living-costs>.

The accommodation costs are estimated to be as below:

Hostels and Guesthouses:	\$90 to \$150 per week
Shared Rental:	\$95 to \$215 per week
On campus:	\$110 to \$280 per week
Homestay:	\$235 to \$325 per week
Rental:	\$185 to \$440 per week
Boarding schools:	\$11,000 to \$22,000 a year

Costs of Living are estimated to be as below (as of October 2019);

For students or guardians:	\$21,041
For partners coming with you:	\$7,362
For a child coming with you:	\$3,152

These costs tend to fluctuate, and dependent on various factors. Students are advised to consider these costs carefully to organise their financial capacity as part of their study plan prior to coming to Australia.

5. PAYMENT OF FEES AND CHARGES

Students can only enrol in a course upon the full payment of the tuition fees and administrative charges at least 4 weeks prior to the commencement of the first trimester. Fees and charges are published on the College's website and advised at the time of

application. If payment is not received by the due date, the student's enrolment will be cancelled effective at the due date.

Fees for subsequent trimesters must be paid at least 2 weeks prior to commencement. The College may exclude students who have not paid the due fees and charges by the end of second week of the trimester. Subsequent reinstatement may be subject to payment of late payment fees and other charges.

The College reserves the right to charge a late payment fee of \$500 and interest fee of one per cent (1%) per month on the amount outstanding from the day after the due date.

If a student continues to default on payment of fees, legal action may be taken to recover the debt. The ESOS Act for the international students has provisions for deferment under exceptional circumstances like serious ill health and or personal misfortune.

Tuition fees are payable as part of enrolment in the Units prior to the start of the Trimester. Fees are calculated based on the number of Units.

Options	Details
Bank Cheque	Made payable to Sydney Metropolitan Institute of Technology Pty Ltd
	Bank Details:
Direct deposit / Telegraphic Transfer	Account Name: Sydney Metropolitan Institute of Technology Pty Ltd BSB: 032060 Account Number: 484672 Bank Name: Westpac Bank Swift Code: WPACAU2S Reference: Student ID number stated on page 1 followed by student name

6. REFUND POLICY AND PROCEDURE

The College is committed to ensuring fair and equitable policies and procedures are in place with regard to student fee refunds. A full refund of Unit fees will be paid when one of the following occurs:

- A student withdraws from a Unit/s prior to the applicable census date
- An offer of enrolment is withdrawn by the college - except where the offer was made on the basis of incorrect or incomplete information being supplied by the applicant.
- The college is unable to provide the course or Unit in which the student is enrolled
- The student is not permitted to enrol due to Unit requirements – such as completing a pre-requisite Unit – not being satisfied.

Applications for refund must be made on a Request for Student Refund form and submitted to Student Services. Refund applications will be reviewed and are subject to College approval.

To apply for a refund – a Refund Application Form or Agent Refund Application Form (if applying through an agent) – must be completed. You can obtain a Refund Application Form from the College's reception desk, or from our Website under the Fees and Refund link. The

completed form must be submitted to the Student Services Officer at admin@sydney.net.com.au, or submit a completed form in hard copy at the College's reception.

Approved refunds will be processed for domestic students within four (4) weeks of the Request for Student Refund form being received.

Refunds can be processed directly into a nominated bank account through Electronic Funds Transfer (EFT). Refunds cannot be made in cash.

Where a third party such as a scholarship agency pays the student fees (for domestic students), refunds will be paid to that third party.

A refund is not usually granted after the census date, but in special circumstances may be granted on a pro-rata basis accounting for the time elapsed since the census date and the request for a refund.

6.1. Requirements of The ESOS Act

The College will follow the ESOS Act with regard to tuition protection and refund. Under the Tuition Protection Service (TPS) framework, the college has a statutory obligation to report to the TPS Director and Secretary about provider (college) and student defaults. This is considered the first layer of protection of tuition fees for students.

One of the main objectives of the Tuition Protection Service (TPS) is to ensure that the placement and refund processes for students are fast and streamlined. The default notification requirements are to ensure students are looked after following a default in a timely way.

6.2. College Default

The following steps outline the TPS process if the college defaults:

- A registered provider defaults in relation to an overseas student or an intending overseas student and a course location if:
 - The course does not start at the location on the agreed date, or
 - After the course starts, but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.
- The college must notify the Secretary and the TPS Director of the default within three (3) business days of the default occurring.
- The College must also notify the student/s in relation to whom the college has defaulted.
- The college has fourteen (14) days after the day of the default (the provider "Obligation Period") to satisfy the college's tuition protection obligations to the student.

- The college has seven (7) days after the end of the Obligation Period to give notice to the Secretary of the TPS and the TPS Director of the outcome of the discharge of the college's obligations. The notice must comply with the requirements of section 46F of the ESOS Act.
- If the college does not meet its obligations, affected students may be assisted by the TPS Director.

6.3. Student Default

The following steps outline the TPS process in the case of a student default.

- The college must enter into a written agreement with the student or intending overseas student.
- The agreement must set out the refund requirements that apply if the student defaults.
- The agreement must meet the requirements set out in the National Code.
- An overseas student or intending overseas student defaults in relation to a course at a location if:
 - The course starts at the location on the agreed starting date, but the student does not start the course on that day (and has not previously withdrawn), or
 - The student withdraws from the course at the location (either before or after the agreed starting day), or
 - The college refuses to provide or continue providing the course to the student at the location, because of one or more of the reasons shown below.
- Reasons why the college may refuse to provide or continue providing the course to the student at the location (see point 5c above) include:
 - The student failed to pay an amount payable to the college
 - The student breached a condition of his or her student visa
 - Because of misbehaviour by the student (keeping in mind that according to college policies and the ESOS Act, the student is entitled to natural justice)
 - Note that a student does not default for failing to start a course on the agreed starting day if the college defaults in relation to the course at the location.

7. NOTIFYING THE SECRETARY OF THE TPS AND ITS DIRECTOR OF A STUDENT DEFAULT

- The college must notify the Secretary of the TPS and its Director of the student default within five (5) business days of the default occurring.

- If a student or intending student defaults, the college must provide a refund in accordance with the requirements under either section 47D or 47E of the ESOS Act, depending on which section applies to the circumstances of the default.
- The college must pay the refund within four (4) weeks after the day specified in section 47D or 47E.

The college has seven (7) days after the end of the 14 day Obligation Period to give notice to the Secretary and the Director of the TPS of the outcome of the discharge of the college's obligations.

7.1. Visa Refusal

In cases where a student's application for a student visa has been refused, the student must supply proof of refusal. Upon receipt of proof of refusal and evidence of payment to the College, fees paid in advance in respect of Tuition and Overseas Student Health Cover ("OSHC") will be refunded. However, no refund is given if visa refusal is based on breaches of visa conditions. Note that the admission fee and other administrative charges are not refundable.

7.2. Withdrawal from a Course of Study

Notification of withdrawal from a course of study must be made in writing to the General Manager (Admin) and signed by the student. Refunds for withdrawal will be computed based on the date of the receipt of the notice of withdrawal and will be as follows:

- More than 4 weeks before commencement date: 70% of the Course fee repaid
- 1 - 4 weeks before commencement date: 50% of the Course fee repaid
- 1 week or less before commencement date: 25% of the Course fee repaid
- At or after commencement date: no refund

Continuing students intending to withdraw from their Course must give at least one trimester advanced notice of their intention to withdraw otherwise they are liable for the tuition fees of the trimester concerned.

7.3. Other Circumstances

No refund is given if students are dismissed by the College for disciplinary reasons or if a visa is cancelled due to breaches of visa conditions.

Applications to defer admission to a later date will only be considered in cases where the applicant student suffers incidences of critical illness, injury or misfortune.

7.4. Non-Refundable Fees

Enrolment/ Admission fees, assessment fees, RPL/credit application fees and other administrative charges are non-refundable.

7.5. Repeat of Unit of study

Students repeating a Unit of study or components of the same Unit must pay the fees and charges current on commencement of the repeating Units.

8. REFUND APPLICATION PROCEDURE

The General Manager (Admin) is responsible for implementation of the College Refund Policy and shall receive and process all refund and withdrawal applications. All requests for a refund must be made on the application form provided by the College.

To apply for a refund – a Refund Application Form or Agent Refund Application Form (if applying through an agent) – must be completed. You can obtain a Refund Application Form from the College's reception desk, or from our Website under the Fees and Refund link. The completed form must be submitted to the Student Services Officer at admin@sydney.net.com.au, or submit a completed form in hard copy at the College's reception.

The table below illustrates the refund reasons and refund amounts that explain how the college applies refunds to international students in compliance with the Education Services for Overseas Students Act (ESOS Act) and the requirements of Standard 3 of the National Code. The refund policy does not remove the right to take further action under Australia's consumer protection laws.

Reasons for Refund of Course Fees Paid	Refund Payable
If your visa application is rejected by the Australian Department of Home Affairs, and you have not yet commenced the course, you will need to attach proof of this in the form of the letter of rejection and contact the institute to notify them of this prior to Visa application unsuccessful (proof required as above), but student has commenced studies the course commencing	100% of the fees are refundable and payable to you within 28 days. \$250 as an administration fee, which does not form part of the course fees, is NOT refundable.
Visa application delayed by circumstances beyond the student's control, thus not enabling the student to begin the course on time. This requires documented evidence.	100% of the fees are refundable and payable to you within 28 days. \$250 as an administration fee, which does not form part of the course fees is NOT refundable.
The student does not meet the Minimum Entry Requirements or other conditions set out in the Letter of Offer	100% of the fees are refundable and payable to you within 28 days. \$250 as an administration fee, which does not form part of the course fees is NOT refundable.
Student default as defined in the Act	Refund according to the Act refund calculations
Student provides misleading or false information	Refund according to calculations in the Act. The result of the misleading information needs to be noted. For example, whether the misleading (or false) information may lead to a visa rejection or may lead to an institute refusing the student enrolment. The refund could range from 100% minus \$250 of administration fees to 100% minus

	\$200 minus spent monies through attendance of course.
Student or intending student default	Refund according to calculations in the Act ("Calculation of Refund Specification 2014") and the "Act". The refund could range from 100% minus \$250 of administration fees to 100% minus \$200 minus spent monies through attendance of course.
Provider default	Refund according to the Act and its calculations and generally 100% of unused fees
Withdrawal from the course prior to commencement (more than 4 weeks prior to the starting date of the course) (29 calendar days)	75% of the fees are refundable and payable within 28 days. \$250 as an administration fee, which does not form part of the course fees is NOT refundable.
Withdrawal from the course prior to commencement (between 1 and 4 weeks prior to the starting date of the course) (8 to 28 calendar days)	50% of the fees are refundable and payable within 28 days. \$250 as an administration fee, which does not form part of the course fees is NOT refundable.
Withdrawal from the course prior to commencement (one week or less prior to the starting date of the course) (1-7 calendar days)	25% of the fees are refundable and payable within 28 days. \$250 as an administration fee, which does not form part of the course fees is NOT refundable.
Withdrawal on or after the course start date where visa granted to the student	No refund
Breach of student visa conditions, visa cancellation or failure to comply with enrolment conditions	No refund for courses undertaken
Special circumstances where the student is not able to travel to Australia, not due to a visa rejection, but due to compelling or compassionate reasons outside the control of the student, supported by written evidence and as determined by the college	100% refund
If the college is unable to run the course for any reason	100% refund
Late arrival to a course and student has been granted a visa	No refund
Student expelled from the college for breaching college policies and has started and is completing a course	No refund

9. RIGHT TO APPEAL

Students subject to suspension or exclusion from the College on account of late or non-payment of fees and charges or not satisfied with refund outcomes may appeal the decision through the College's Appeal and Grievances Policy and Procedures.