

 <p><b>S P Jain</b> School of Global Management</p> <p>DUBAI • MUMBAI • SINGAPORE • SYDNEY</p>	<b>Tuition Fee Protection Procedure</b>
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## 1. Purpose

This procedure outlines how the pre-paid tuition fees for students who have enrolled but not yet commenced studies at S P Jain School of Global Management (S P Jain/ the School) are managed and protected.

This procedure applies to pre-paid tuition fees paid by students studying at any of the School’s campuses (Sydney, Dubai, Singapore and Mumbai).

## 2. Context

Under Australian Government legislation international students are protected by a Tuition Protection Service. The aim of this protection is to ensure that students receive the tuition they have paid for or, as a last resort, a refund.

The legislation sets out what happens when a registered provider or an overseas student or intending overseas student defaults (that is, when a provider fails to start or finish providing a course to a student, or a student fails to start or finish a course with a provider). It establishes a universal single Tuition Protection Service (TPS) to provide a flexible and streamlined approach to student placement and refund arrangements in the event a defaulting provider does not meet its refund obligations under the ESOS Act. Students will be given an active role in selecting from suitable placement options through an online information service. Where a student does not access a placement through the placement facility provided by the TPS Director, the student may be eligible for a refund of their unexpended tuition fees from the TPS Director.

Students will be eligible for a refund of the unused portion of any prepaid tuition fees (i.e. tuition for which they have paid but which has not yet been delivered) rather than a full

refund, in recognition of the fact that you may obtain credit for the study already completed.

In accordance with the Tuition Protection Framework, all Australian higher education providers, including S P Jain, may only collect pre-paid course fees up to one study period in advance. They may only collect a deposit of up to 50 per cent of the total course fee from commencing students.

S P Jain complies with all the requirements of the Tuition Protection Scheme and provides an explanation of what happens in the event of a course not being delivered in its written agreements with students in accordance with Standard 3 of the ESOS National Code 2018.

### **3. Tuition protection arrangements**

#### **a. International Students Fees**

- i. In all cases, the process followed is based on the requirements of the Australian Government's Tuition Protection Service ([www.tps.gov.au](http://www.tps.gov.au)).
- ii. In circumstances where S P Jain defaults on delivery of a course or subject and an alternative provider cannot be found for a student, a full refund of the student's fees must be provided.
  - a. Refunds are conditional upon the funds for the refund being available:
    - i. electronic funds transfers must have cleared and been received
    - ii. debts to the School must have been paid, and
    - iii. the School must have cancelled the course or subject, or be unable to deliver the course or subject
- iii. Fee refunds will be made in accordance with the International Students Refund Policy.

#### **b. Domestic (Australian) Student Fees**

- i. Under the provisions of the Higher Education Support Act 2003 (HESA) and the associated Higher Education Provider Guidelines S P Jain is required to provide a tuition assurance arrangement for Australian citizens or holders of an Australian permanent humanitarian visa who are enrolled in higher education courses it offers. This requirement is to protect students in the event that S P Jain is unable to provide a course of study in which a student is enrolled.
- ii. S P Jain has met the tuition assurance requirements of the HESA and ESOS Acts through its current membership of the Council of Private Higher Education (COPHE) TDA Higher Education Tuition Assurance Scheme (for domestic students) and through the Commonwealth's Tuition Protection Service (for international students).
- iii. In the event that S P Jain ceases to provide a course of study in which a student is enrolled, the student is entitled to a choice of:
  1. An offer of a place in a similar course of study with a Second Provider without any requirement to pay the Second Provider any student contribution or tuition fee for any replacement units (this is known as the 'Course Assurance Option'); or

2. A refund of his or her upfront payments for any unit of study that the student commences but does not complete because S P Jain ceases to provide the course of study of which the unit forms part (this is known as the 'Student Contribution/Tuition Fee Repayment Option')
- iv. Fee refunds will be made in accordance with the Domestic Students Refund Policy.

#### **4. Disbursement of prepaid fees**

##### **a. Students studying in Sydney**

###### **i. Undergraduate fees**

Any pre-paid fees for students commencing at the Sydney campus will be held in the prepaid fees account currently maintained with an authorised Australian bank.

###### **ii. Postgraduate fees**

The Sydney study period is always the 2<sup>nd</sup> term. When the fees are received, one third of the amount will be transferred to the prepaid fees account currently maintained with an authorised Australian bank. The fees will be held in this account until the student commences their studies at the Sydney Campus.

##### **b. Students studying in Dubai, Singapore and Mumbai**

- i. Prepaid fees received from students commencing at the Dubai, Singapore and Mumbai campuses will be protected as S P Jain will have a Term Deposit and Prepaid Fees Bank accounts in Dubai which at all times shall have a balance equivalent to the amount of prepaid fees received from students.
- ii. The balances in the above shall allow for the reimbursement of student's fees should the School be unable to deliver the course the student has enrolled in.

#### **Related Documents**

- a. Course Discontinuation Policy
- b. Domestic Student Refund Policy
- c. International Student Refund Policy
- d. Student Tuition Fee Protection Policy