



Appendix 2 Refund Policy

A copy of this policy is provided to the student (or parent(s)/carer(s) if the student is under 18) at a reasonable time prior to a written agreement being signed.

1. This policy outlines refunds applicable to course fees paid to the College.
2. The Application for Enrolment Fee is non-refundable.
3. Payment of Course Fees and Refunds
 - a) Fees are payable according to the School's Fees Policy and the invoice attached.
 - b) An itemised list of College fees is provided in the College's written agreement and schedule of fees (as per NC Standard 3.1b).
 - c) All fees must be paid in Australian dollars. Refunds will be reimbursed in the same currency as fees were received.
 - d) Refunds will be paid to the person who enters into the written agreement unless the College receives written advice from the person who enters into the written agreement to pay the refund to another nominated person.
4. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to Principal.
5. Student default because of visa refusal
 - a) If a student produces evidence of visa refusal (or provides permission for the school to verify refusal with the Department of Immigration) and fails to start the course on, or withdraws from the course on or before the agreed starting day, the school will refund with four weeks of receiving a written claim from the student the total amount of course fees received by the school before the student's default day minus the lesser of
 - 5% of the amount of the course fees received, or
 - AUD 500
 - b) If a student whose visa has been refused withdraws from the course after it has commenced, the College will retain the amount of tuition fees proportionate to the amount of the course the student has undertaken and will refund any unused tuition fees * received by the school with respect to the student within the period of four weeks after the day of student default.
**Calculation of the refund due in this case is prescribed by a legislative instrument (s.10 of Education Services for Overseas Students (Calculation of Refund) Specification 2014).*

7. Student default

- a) Any amount owing under this section will be paid within four (4) weeks of receiving a written claim from the student (or parent(s)/carer(s) if the student is under 18)
- b) **Non-tuition fees** will be refunded on a pro rata basis proportional to the amount of time the student was studying in the course, except where a non-refundable payment on behalf of the student has been made.
- c) If the student does not provide written notice of withdrawal and does not start the course on the agreed starting date, the school will refund the amount of prepaid fees **less** 1 Terms fees in lieu of notice from the prepaid tuition fees.
- d) If we receive up to two semesters tuition fees received in advance, and the College receives written notification of withdrawal by the student (or parent(s)/carer(s) if the student is under 18) the College will:
 - I. Retain an administration fee (\$A500.00) if written notice is received up to four weeks prior to the commencement of the course.
 - II. Refund 70% of the tuition fee if written notice received up to four weeks prior to the commencement of the course.
 - III. Refund 50% of any unspent pre-paid tuition fees, up to a maximum of one term's fees, if written notice is received **before** one (1) semester of the payment period has passed
 - IV. No amount will be refunded if written notice is received **after** 1 semester of the payment period has passed.
- e) If tuition fees have been received for more than two semesters, refund provisions under (d) will apply for the first two semesters and any balance of unused tuition fees after this will be refunded.
- f). No refund of tuition fees will be made where a student's enrolment is cancelled for any of the following reasons;
 - I. Failure to maintain satisfactory course progress (visa condition 8202). Please see Course Progress and Attendance Policy.
 - II. Failure to maintain satisfactory attendance (visa condition 8202). Please see Course Progress and Attendance Policy.
 - III. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see Welfare and Accommodation Policy.
 - IV. Failure to pay course fees
 - V. Any behaviour identified as resulting in enrolment cancellation in St Saviour's College Behaviour Management Policy.

8. Provider Default

[Any default by the school must be compliant with the current provisions of the ESOS Act 2000 and the ESOS regulations 2001 (as amended).]

- I. If for any reason the school is unable to offer a course on an agreed starting day for the course, and the student for some reason cannot be placed or refuses placement in an alternative course arranged by the school, a full refund of any unused tuition fees* received by the College with respect to the student will be made within 14 days of the agreed course starting day.
- II. If for any reason the school is unable to continue offering a course after the student commences a course, and the student for some reason cannot be placed or refuses placement in an alternative course arranged by the school, a full refund of any unused tuition fees*

received by the school with respect to the student will be made within 14 days of the course school's default day.

- III. In the event that the school is unable to fulfil its obligations of providing an agreeable alternative course for the student, or a refund, the student will receive assistance from the Australian government's Tuition Protection Service. For information on the TPS, please see: <https://tps.gov.au/StaticContent/Get/StudentInformation>.

**Calculation of the refund due in this case is prescribed by a legislative instrument (s.7 of Education Services for Overseas Students (Calculation of Refund) Specification 2014).*

<http://www.comlaw.gov.au/Details/F2014L00907>.

9. 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 laws.

Definitions

- I. Non-tuition fees – fees not directly related to provision of the student's course, including boarding fees, OSHC, Uniforms, QCAA payment.
- II. Tuition fees – fees directly related to the provision of the student's course, including tuition, camps, resources & ICT charge, levies and enrolment fee.
- III. Course fees – the sum of tuition fees and non-tuition fees received by the school in respect of the student in order for the student to undertake the course.
- IV. Term – Is between 8 to 10 weeks in length
- V. Semester = two terms

If the student changes visa status (e.g. becomes a temporary or permanent resident) she will continue to pay full overseas student's fees until the commencement of the following term.