



A Co-educational Christian Day and Boarding School

## INTERNATIONAL STUDENT REFUND POLICY

### Policy

1. This Refund Policy outlines refunds applicable to course fees\* paid to the School to be remitted to the School.
  2. Any service fees paid to third parties by students (or parent(s)/legal guardian if the student is under 18) are not covered by this Refund Policy.
  3. Payment of Course Fees and Refunds
    - a) Pre-paid tuition fees collected prior to commencement will be limited to 50% of total tuition fees unless the course is 24 weeks or less or in cases where the parent(s) have chosen to pay more than 50% of tuition fees before commencement.
    - b) Fees are payable one semester in advance.
    - c) All fees must be paid in Australian dollars.
    - d) If a Student changes visa status, e.g.: becomes a temporary or permanent resident of Australia, he/she shall continue to pay a full international student's fees for the duration of that calendar year.
    - e) Refunds will be paid in Australian dollars and payments sent to the Student's home country unless otherwise requested in writing.
    - f) Refunds will be paid to the Parents who enter into the written agreement with the School.
  4. Any notifications of withdrawal from a course must be made in writing to the Principal.
  5. Notification of withdrawal after commencement of the course requires one term's notice in writing to the Principal. If a term's notice is not given, a term's tuition fees will be charged in lieu of notice.
  6. The Application Fee (AU \$200) is non-refundable.
  7. Student Default because of visa refusal
    - a) If a student's visa application is refused by the Department of Home Affairs and the student fails to or cannot start a course, or with draws from the course on or before the agreed starting date, the School will refund\*\* within four weeks any pre-paid tuition and non-tuition fees where the student produces evidence that the application made by the student for a student visa has been refused by the Australian immigration authorities.
    - b) If a student whose visa has been refused withdraws from the course after it has commenced, the School 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).*
8. Student default
    - a) Any amount owing under this section will be paid within 4 weeks of receiving a written claim from the Parents.

- b) Refunds for Student default apply to tuition fees only. 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, only one term's tuition fees will be refunded from the semester tuition fee.
- d) If up to one semester's tuition fees (two terms) have been prepaid, and the Principal receives written notification of withdrawal from the Parents at least four (4) weeks prior to the first day of the agreed commencement term, the School will refund 100% of tuition and non-tuition fees (except the non-refundable application fee of \$150, and enrolment fee of \$500).
- e) If up to one semester's tuition fees (two terms) have been prepaid, and the Principal receives written notification of withdrawal by the Parent less than four (4) weeks prior to the first day of the agreed commencement term, the School will refund the amount of prepaid fees less the following amounts:
  - (i) Tuition fees for one term of study, if written notice is received less than four weeks prior to commencement of the course.
  - (ii) Tuition fees for two terms of study, if written notice is received after the first day of the agreed commencement term and before the last day of the second term.
  - (iii) No amount will be refunded if written notice is received after two terms (one semester) of the payment period has passed.
- f) If more than two semesters' (one year's) tuition fees have been prepaid in one amount, refund provisions under (d) and (e) above will apply for tuition fees paid for the first two semesters, and any remaining unused tuition fees after this will be refunded.
- g) No refund of tuition fees will be made where a Student's enrolment is cancelled for any of the following reasons:
  - Failure to maintain satisfactory course progress (visa condition 8202).
  - Failure to maintain satisfactory attendance (visa condition 8202).
  - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532) [if applicable].
  - Failure to pay course fees.
  - Any behavior identified as resulting in enrolment cancellation in the School's policies, rules and regulations regarding conduct. This includes smoking, drinking of alcohol and possession of or taking drugs or other illegal activity.

#### 9. School default

- a) 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 paid to the School will be made within 14 days of the agreed course starting day.
- b) If for any reason the School is unable to continue offering a course (including where the provider's legal entity changes) 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 paid to the School will be made within 14 days of the course School's default day. Calculation of the refund due in this case is prescribed by a legislative instrument (s7 of Education Services for Overseas Students (calculation of Refund) Specification 2014).
- c) 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 is advised to seek assistance from the Australian Government's Tuition Protection Service. For information on the TPS, please see: <https://tps.gov.au/StaticContent/Get/StudentInformation>

- 10. The Agreement, and the availability of complaints and appeals processes, does not remove the right of the Student (or the Parents/Guardians) to seek redress under Australia's Consumer Protection Laws.

11. Records of all correspondence relating to either School or Student default will be maintained on the student's file.