



# All Saints Anglican School

GROWING THROUGH GRACE; LEARNING THROUGH LOVE

## INTERNATIONAL STUDENT REFUND POLICY

This policy outlines refunds applicable to course fees (tuition and non-tuition fees) paid to the School including any course fees paid to an education agent to be remitted to the school.

- 1) **Any service fees a student (or parent(s)/legal guardian if the student is under 18) pays directly to a third party (e.g. education agents) are not within the scope of this refund policy.**
- 2) The application for enrolment fee is non-refundable.
- 3) Payment of Course Fees and Refunds
  - a. Fees are payable a period of 1 Semester in advance, unless a shorter advanced payment period is approved by the Director of International Education.
  - b. An itemised list of school fees is provided in the written agreement.
  - c. All fees must be paid in Australian dollars unless requested otherwise and agreed to by the School. 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 School receives written advice from the person who enters the written agreement to pay the refund to someone else.
  - e. If the student changes visa status (e.g. becomes a temporary or permanent resident) he/she will continue to pay full overseas student's fees for the first 3 years of study at the school, unless otherwise approved by the Director of International Education.
- 4) All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Director of International Education.
- 5) **Student Default Because of Visa Refusal**
  - a. If a student produces evidence of visa refusal (or provides permission for the School to verify visa refusal with the Department of Immigration) and fails to start a course on, or withdraws from the course on or before the agreed starting day, the school will refund within 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, excluding the application fee.
  - 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 of any unused tuition fees\* paid to 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).*
- 6) Student Default
  - a. *Any amount owing under this section will be paid within 4 weeks of receiving a written claim from the student (or parent(s)/legal guardian 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 has been studying in a 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, one term's (50% of 1 semester) tuition fees will be non-refundable.*

- h. If tuition fees up to one semester have been received in advance by the School and the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the school will:
- i. Retain an administration fee of \$250 if written notice is received up to four weeks prior to commencement of the course.
  - ii. Retain 75% of one term's tuition fee if written notice is received less than four weeks prior to commencement of the course.
  - iii. Retain 50% of any tuition fees received, up to a maximum of one term's fees (50% of 1 semester), if written notice is received within 1 term following the commencement date of the student's course.
  - iv. No amount will be refunded if written notice is received more than 1 semester after the commencement date of the student's course.
- i. If tuition fees have been prepaid for more than 1 semester, refund provisions under (d) will apply for the first 1 term and any balance of unused tuition fees after this will be refunded.
- j. Unless otherwise approved by the Director of International Education, 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).
  - ii. (Please see Course Progress and Attendance policy)
  - iii. Failure to maintain satisfactory attendance (visa condition 8202).
  - iv. Please see School Course Progress and Attendance Policy
  - v. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see School Student Accommodation and Welfare policy
  - vi. Failure to pay course fees.
  - vii. Any behaviour identified as resulting in enrolment cancellation in accordance with the School's Behaviour Management Plan.

## 7) School 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).]*

- 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\* received by the school with respect to the student 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 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 school's default day.
- c. In the event that the school is unable to fulfill its obligations of providing an agreeable alternative course for the student, or a refund, the student will receive assistance from the TPS (please see: <https://tps.gov.au> )

*\*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>.*

- 8) 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:

- **Non-tuition fees** – fees not directly related to provision of the student's course, including accommodation fee, uniform fee, Overseas Health Cover
- **Tuition fees** – fees directly related to the provision of the student's course, including application fee, tuition fee, building Fund, books/software fee and technology levy
- **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.
- **Term** – half of 1 semester
- **Semester** – half of one academic year