

Overseas Students Refunds Policy and Procedures

Definitions:

German School Johannes Gutenberg is the name of school provider; **CRICOS Provider ID:** 02379D

German International School Sydney is the trading name of the school

The "**written agreement**" consists of the completed Enrolment Form, including the acceptance of the Terms and Conditions, as well as the Additional Overseas Student Acceptance Agreement.

The **Principal Executive Officer (PEO)** is the "Principal". The PEO may delegate a responsibility to an appropriate staff member.

Policy

German School Johannes Gutenberg's written agreement provides information about refunds to overseas students.

The terms and conditions for refunds as described in the German School Johannes Gutenberg's written agreement are fair and reasonable.

The German School Johannes Gutenberg's written agreement

- sets out the refund obligations that apply if an overseas student defaults in relation to a course at the German School Johannes Gutenberg.

and

- meets the requirements set out in the National Code for Providers of Education and Training to Overseas Students 2018 (National Code 2018).

The German School Johannes Gutenberg provides a refund to overseas students in accordance with the provisions of the Education Services for Overseas Students (ESOS) Act 2000 and the ESOS (*Calculation of Refund*) Specification Act 2014 in the following circumstances:

- overseas student default:
 - due to visa refusal;
 - where there is no signed written agreement in place;
 - where the written agreement is not compliant.
- German School Johannes Gutenberg default, if the overseas student has not accepted any alternative course offered by the German School Johannes Gutenberg.

Any other refunds to overseas students will be provided in accordance with the German School Johannes Gutenberg's written agreement.

Refunds paid under this policy, are paid to the signatory on the written agreement. Refunds will be made in Australian dollars.

Procedure

Application for a refund

1. An applicant must submit a completed online School Leaving Form to the Registrar including a refund request if a refund is required. This must be within 7 days of the last day of the student's enrolment or if the enrolment has not commenced, a written refund request via email can be sent to the registrar before the proposed start date using registrar@giss.nsw.edu.au.
2. The Registrar will acknowledge receipt of the application for a refund, in writing, within 48 hours of receiving the written refund request via School Leaving Form or by email.
3. The German School Johannes Gutenberg may request further documentation to support the application for a refund.
4. The Registrar will review the application and supporting documentation.

Deciding about a refund

5. The Registrar will confirm the specific circumstances that apply to the application and categorise the reason for the refund – student default, provider default, another circumstance for refund.
6. The Registrar will recommend to the PEO whether the refund should be paid under the legislative requirements, this policy or the written agreement and/or how much money should be refunded.
7. If the overseas student is entitled to a refund under the ESOS Act, the Accountant will determine the amount of the refund using the ESOS (Calculation of Refund) Specification Act 2014 (refund specification).

**See the Commonwealth's [Explanatory Guidance on the Education Services for Overseas Students \(Calculation of Refund\) Specification 2014](#) for further guidance on the calculation of refunds.*

8. If a student is entitled to a refund under the written agreement or this policy, the Registrar will make a recommendation to the PEO about the amount of the refund, based on the calculations conducted by the Accountant (step 7 above).
9. The PEO makes decisions about refunds. All decisions will be made in line with the ESOS Act, this policy, the written agreement and the individual circumstances of any application.
10. The Registrar will inform the overseas student of the PEO's decision in writing.
11. If the decision is to provide a refund, the Accountant will organise the money to be paid to the person who has signed the written agreement with German School Johannes Gutenberg.
12. If a refund will be paid because of provider default, the Registrar will implement actions noted at item 18 – 26 below.

Finalising a refund

13. The Accountant will ensure that refunds due to provider default are completed within 14 days.
14. The Accountant will ensure that refunds due to student default or another reason are finalised within 4 weeks of receiving the refund application.
15. If the PEO refuses the application for a refund, the overseas student will be provided with the German School Johannes Gutenberg's Overseas Student Complaints and Appeals Policy and Procedure.

16. If the overseas student does not access the complaints and appeals process within 20 days, the Registrar will send a letter to the overseas student confirming the decision and finalising the matter.
17. The Accountant will maintain all records relating to refunds, in each overseas student's school fee account.

Notifications – Provider default by German School Johannes Gutenberg

18. The Registrar will make a default notification in PRISMS within 3 business days of the default. The notification will include all required information in the format required by PRISMS.
19. The Registrar will notify affected overseas students in writing within 3 business days of the default.

Obligations – Provider default by German School Johannes Gutenberg

20. German School Johannes Gutenberg will discharge its obligations to overseas students within 14 days after the default day (the **provider obligation period**).
21. German School Johannes Gutenberg will have discharged its obligations to overseas students if:
 - German School Johannes Gutenberg arranges for overseas students to be offered a place in a course in accordance with point 22 below and the overseas student accepts the offer in writing; or
 - German School Johannes Gutenberg provides a refund in accordance with the refund specification.
22. German School Johannes Gutenberg may arrange for overseas students to be offered a place in an alternative course at the German School Johannes Gutenberg's expense.
23. If overseas students don't accept an offer of a place in an alternative course, or a place in an alternative course isn't identified, the German School Johannes Gutenberg will refund an amount in accordance with the refund specification.
24. The Registrar will ensure all offers of placement and acceptance will be in writing and records will be stored in the student's file.

Notification of outcome of discharge of obligations – Provider default by German School Johannes Gutenberg

25. German School Johannes Gutenberg must give a notice to the DHA and the TPS Director via PRISMS within 7 days after the end of the provider obligation period (i.e. within 21 days after the default).
26. The Registrar will enter the notice in PRISMS in the required form and contain the required information.

APPENDIX A: REFUND INFORMATION AS ENCLOSED IN OVERSEAS STUDENT ACCEPTANCE AGREEMENT

A refund is when money that has been paid to the German School Johannes Gutenberg for enrolment in a course is returned to the person who signed the overseas student written agreement with the German School Johannes Gutenberg.

Who can apply for a refund?

The person who signed the overseas student written agreement can apply for a refund from the School.

How can I apply for a refund if I need one?

Prior to enrolment commencement: a written refund request via email can be sent to registrar@giss.nsw.edu.au.
After commencement of enrolment: Submit the completed School Leaving Form to the Registrar including a refund request.

Refund reasons

1. Provider default, when the School cannot commence or continue the course and no alternative is available or accepted.
2. Student default, such as visa refusal or cancellation (unless breach of visa conditions, suspension/cancellation of enrolment due to breach of school rules, unpaid school fees).
3. Withdrawal from enrolment by the student, giving at least one full term notice.
4. The written agreement has not been signed.

Refund calculation, conditions and payment

The minimum amount to be calculated for specific situations is determined by law in the [Education Services for Overseas Students \(Calculation of Refund\) Specification 2014](#). German School Johannes Gutenberg cannot pay any less than the amount used in this calculation in specific situations.

- Where a refund is given and a commission to an Education Agent has been paid the amount of commission will be deducted from the refund.
- There are no refunds for pre-paid extra services where the School has forwarded payment to other service providers. School uniform items may be returned if not worn and with proof of date of purchase.
- Any applicable refunds will be made directly to the person who signed the overseas student written agreement and submitted the application for refund.
- The refund will be paid:
 - within 14 days, if refund is due to Provider default.
 - within 4 weeks of receiving the refund application, if the refund is because of student visa refusal because a student has withdrawn from course or because of another reason.
- Dispute resolution processes do not circumscribe the student's right to take further action under Australia's consumer protection laws.
- The application fee is not refundable.
- If the School is for any reason unable to fully deliver the course The Tuition Protection Service (TPS), an initiative of the Australian Government, will assist the Overseas student to complete their studies in another course or with another education provider or receive a refund of their unspent tuition fees.

| Refund request | Scenario | Enrolment Fee | Tuition Fees | Non-Tuition Fees |
|------------------------------|--|---------------|--|----------------------------|
| Before Start of enrolment | Provider cannot commence the course | Full refund | Full refund | Full refund |
| | Visa refusal (before commencement), documented proof required | No refund | Full refund | Full refund |
| | Withdrawal ≥ 1 term before start | No refund | Full refund | Full refund |
| | Withdrawal < 1 term before start | No refund | Refund - 25% of annual fees | Full refund |
| After Start of enrolment | Provider cannot continue the course & no alternative available or accepted | No refund | Refund of unused fees | No refund for current year |
| | Withdrawal after commencement (≥1 term notice) | No refund | Refund of unused fees | No refund for current year |
| | Withdrawal after commencement (<1 term notice) | No refund | Refund of unused fees - 25% of annual fees | No refund for current year |

Document Management

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| Board portfolio | Governance and Strategy |
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| Approved by | Michael Cordes (Principal) and Tammie Christie (Board of Directors) |

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