



Policy Date:	March 2020
Authorised by:	Principal
Contacts:	Director, Communication and Admissions Business Manager
Locations:	SS2/MYS/SW

SCHOOL REFUND POLICY – INTERNATIONAL STUDENTS ONLY

A copy of this policy is provided to the student (or parent(s)/legal guardian if the student is under 18) at a reasonable time prior to a written agreement being signed as well as comprising part of the student's written agreement.

1. This policy outlines refunds applicable to course fees paid to Somerville House.
2. Somerville House does not accept monies from education agents.
3. The Application for Registration fee is non-refundable.
4. The Enrolment Acceptance fee is non-refundable, except where a student's visa application is unsuccessful.
5. Payment of Course Fees and Refunds
 - (a) Fees are payable according to the School's Business Regulations and as set out on the School's Schedule of Fees when forwarded.
 - (b) An itemised list of school fees is provided in the School's written agreement *[as per NC Standard 3.3.4]*.
 - (c) All fees must be paid in Australian dollars unless requested otherwise. 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.
6. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Principal.

7. 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 Home Affairs) 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.
- (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

Any amount owing under this section will be paid within 4 weeks of receiving a written claim from the student (or parents/legal guardian if the student is under 18).

(a) Non-tuition fees:

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.

(b) Non-commencement with no notification of withdrawal:

If the student does not provide written notice of withdrawal and does not start the course on the agreed starting date, the registration and acceptance fees and one term's tuition and boarding fees will be retained from fees received by the School and the remainder will be refunded.

(c) Non-Commencement with notification of withdrawal:

If the School receives written notification of withdrawal by the student (or parents/legal guardian if the student is under 18) 4 or more weeks prior to commencement, the School will refund the amount of tuition fees received less the registration and acceptance fees.

If the School receives written notification of withdrawal by the student (or parents/legal guardian if the student is under 18) less than 4 weeks prior to commencement of the course, the School will refund 50% of the tuition fee.

(d) Refunds after commencement of a course:

If tuition fees for up to 1 study period have been received in advance: Where the student (or parent(s)/legal guardian if the student is under 18) notifies the School in writing of withdrawal before completing the study period, no tuition fees will be refunded.

If tuition fees for more than 1 study period have been received in advance: If fees for more than one study period have been received in advance, 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 refund the amount of unused tuition fees less any non refundable payment on behalf of the student that has been made, provided that at least 10 weeks written notice of withdrawal has been received.

NB: Where less than 10 weeks' notice of withdrawal is received, the School will refund the amount of unused tuition fees less one study period's fees.

(e) Refunds in the event of a provider initiated cancellation of enrolment:

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 Student Progress, Attendance and Course Duration Policy
- ii. Failure to maintain satisfactory attendance (visa condition 8202). Please see Student Progress, Attendance and Course Duration Policy
- iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see Accommodation and Welfare Policy
- iv. Failure to pay course fees.
- v. Any behaviour identified as resulting in enrolment cancellation in Somerville House's Code of Behaviour. Please see Overseas Students and Parents Information Booklet.

Any refund in the case of cancellation of a student's enrolment for failure to maintain Somerville House's agreed conditions of enrolment as outlined in the student's written agreement, including failure to disclose a pre-existing condition requiring a high degree of specialised support or care, will be at the discretion of the School.

9. Provider default

[Any default by the School must be compliant with the current provisions of the ESOS Act 2000 and the ESOS Regulations 2019.]

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.

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.

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).*
<https://www.legislation.gov.au/Details/F2014L00907>.

10. Change of Status

Notice of a change of status of a boarding student to day student must be requested in writing to the Principal, one term in advance of the change date. In default of these requirements, a full term's boarding fees will be charged in lieu of notice.

If the student changes visa status (e.g. becomes a temporary or permanent resident) the fees will continue to be paid as overseas student's rates for the duration of the year.

11. How to claim a refund

The student or parent/guardian must submit a request in writing to the Principal for the refund of fees. This request can be emailed to principal@somerville.qld.edu.au.

This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

12. Definitions

- (a) *Non-tuition fees* – fees not directly related to provision of the student's course, including boarding fees, camps, text books, uniforms etc.
- (b) *Tuition fees* – fees directly related to the provision of the student's course.
- (c) *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.
- (d) *Term* – A school year consists of four terms of 8 to 10 weeks per term, with a holiday break at the end of each term.

(e) *Semester* – A semester (study period) is two terms.

Version Control Table			
Version Control	Date Effective	Approved By	Amendment
2020-1	March 2020	The Principal	Policy in created in accordance with CRICOS update 18 October 2019.