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| Policy Number: | 8-20 (Students) |
| Version: | Final 3 |
| Authorised by: | F A Kearney |
| Date: | 8 December 2014 |
| Contacts: | Director, Communication & Admissions |
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REFUND POLICY – OVERSEAS VISA STUDENTS

Somerville House will comply with the requirements set out in Standard 3 or the National Code 2007 with regard to a Written Agreement and to course fee refunds.

A copy of this policy will be provided to students and their parents/legal guardian at a reasonable time prior to a written agreement being signed.

The School does not use nor accept monies from education agents. Any monies paid directly to an Education Agent or other third party are not covered by this policy.

1. POLICY

This policy outlines refunds applicable to course fees paid to Somerville House.

2. EDUCATION AGENTS

Somerville House does not use nor accept monies from education agents. Any monies paid directly to an Education Agent or other third party are not covered by this policy.

3. APPLICATION FEES

- 3.1 The Registration for Enrolment application fee is non-refundable.
- 3.2 The Enrolment Confirmation fee is non-refundable except where a student's visa application is unsuccessful.

4. PAYMENT OF COURSE FEES

- 4.1 The School requires that all monies, including tuition fees be paid to the School in accordance with the School's *Business Regulations* and as set out on the School's Schedule of Fees when forwarded.
- 4.2 The Schedule of Fees, set by the governing body and published annually, lists all fees, charges and payment options in Australian dollars. Fees are subject to alteration without notice and will be subject to variation as a result of any changes in Australian Government laws, regulations and charges. Fee increases occur on a regular (usually annual) basis.
- 4.3 An itemised list of school fees is provided in the School's Written Agreement (as per NC Standard 3.1.b).
- 4.4 Fees are payable six (6) months in advance as outlined in the Schedule of Fees.
- 4.5 All fees must be paid in Australian dollars.
- 4.6 If the student changes visa status (e.g. becomes a temporary or permanent resident) she will continue to pay full overseas student's fees for the duration of that calendar year.

5. REFUNDS

- 5.1 Refunds will be reimbursed in Australian dollars and the payment sent to the applicant's home country unless otherwise requested in writing.
- 5.2 Refunds will be paid to the person specified in the *Written Agreement* between the School and the parents unless they give written direction to pay someone else.
- 5.3 All notification of withdrawal from a course, or application for refunds, must be made in writing and submitted to the Principal.

6. STUDENT DEFAULT BECAUSE OF VISA REFUSAL

- 6.1 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 28 days of receiving a written claim from the student the total amount of course fees received by the school before the student's default day.
- 6.2 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* 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

- 7.1 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).
- 7.2 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.
- 7.3 **Enrolment Cancellation and/or student withdrawal:**

If the student cancels her enrolment prior to commencement at the School for any reason other than Visa rejection, then the School will retain one (1) Term's tuition fees and in the case of boarders, one (1) Term's Boarding fees from the pre-paid fees. Parents must request a refund in writing at least 28 days before the course starts and the balance will be refunded.

- 7.4 **No refund will be given if:**

- 7.4.1 The cancellation is less than 28 days before the commencement of the course
- 7.4.2 The family does not provide written notice of cancellation or withdrawal; or
- 7.4.3 The student does not start the course on the agreed starting date.

If the student cancels after commencement or withdraws from the School before completing a course, the tuition fees, and in the case of Boarders, the Boarding fees, will be refunded on a pro rata basis, **provided that one (1) Term's notice** of cancellation or withdrawal has been forwarded in writing to the Principal as per the *Agreement with the School*.

If the required notice has not been received within the specified time, no refund will be made.

With regard to other charges e.g. QSA fees, laptop program fees: if the student cancels before the course starts, the School will refund the pre-paid amount in full, however if cancellation occurs after the course starts, there will be no refund.

7.5 Student Deferral or change of status:

If one (1) Term's notice is given to the Principal prior to the original start date and if, by agreement with the School, the student starts after the School the commencement date, the Tuition and Boarding Fees will be refunded on a pro-rata basis.

Students may not change status after the School year has commenced. Change of status can only occur at the beginning of each school year and with the Principal's approval. In special circumstances and on receipt of a written request from parents/legal guardian, received by the first day of the school term prior to the date of the desired change, the Principal may consider a day student becoming a boarder, if a place is available in the Boarding House.

If the student changes visa status (e.g. becomes a temporary or permanent resident) she will continue to pay full overseas student's fees for the duration of that year.

7.6 Enrolment cancelled by the School:

No refund of fees will be made where a student's enrolment is cancelled for any of the following reasons:

7.6.1 Failure to maintain satisfactory course progress (Visa condition 8202). Please see *Monitoring Course Progress and Attendance Policies* – www.somerville.qld.edu.au/node/1728

7.6.2 Failure to maintain satisfactory attendance (Visa condition 8202). Please see *Monitoring Course Progress and Attendance Policies* {as in (i)}

7.6.3 Failure to maintain School approved residential arrangements (Visa condition 8532). Please see *Overseas Visa Students Policy (Sections 3.4 and 3.5)* at www.somerville.qld.edu.au/node/1728

7.6.4 Failure to pay course fees. Please see *Deferment, Suspension and Cancellation Policy* - www.somerville.qld.edu.au/node/1728

7.6.5 Breach of the School rules or *Code of Conduct* which is determined as warranting cancellation of enrolment by the Principal. Please see *Family Handbook (Section 9)* <http://www.somerville.qld.edu.au/sites/default/files/2014%20Family%20Handbook.pdf>

8. SCHOOL DEFAULT

It is unlikely that the School will be unable to deliver any course in full, however:

8.1 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.

8.2 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.

8.3 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. OTHER INFORMATION

The *Written Agreement* and the *Agreement with the School* and the availability of complaints and appeal processes, does not remove the right of the student to take action under Australia's consumer protection laws.

10. DEFINITIONS

10.1 Tuition Fees:

Fees and levies directly related to the provision of the student's course, including School Camps, access to technology, excursions etc.

10.2 Non-tuition fees:

Fees not directly related to the provision of the student's course, including the *Registration* and *Enrolment Confirmation* fees, QSA fees for Senior School, Boarding fees, non-compulsory subject-related items, special camps and/or excursions, text-books etc.

10.3 Pre-paid fees:

Tuition fees received by the School for a study period of the student's course before the student begins the study period.

10.4 Course:

Is any one of the CRICOS registered course of study offered by Somerville House.

10.5 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.

10.6 Study period:

A study period is the time for the duration of a course. It may not be longer than 24 weeks. At Somerville House, a study period is one semester.

AUTHORISATION



Principal

28 February 2015