



Toorak College International Student Refund Policy

Purpose

This policy outlines refunds applicable to course fees paid to the School under the terms of a written Enrolment Agreement. A copy of this policy is provided to the parent(s) or legal guardian of the student at a reasonable time prior to an Enrolment Agreement being signed.

Scope

Applies to all international students.

Policy Statement

1. The enrolment application fee and endowment fee is non-refundable.
2. Payment of course fees and refunds:
 - a) Fees are payable according to the Terms of Business.
 - b) An itemised list of School fees is provided in the Enrolment Agreement.
 - c) If the student changes visa status (e.g. becomes a temporary or permanent resident) they will continue to pay full overseas student fees for the duration of that calendar year.
 - d) All fees must be paid in Australian dollars. Refunds will be reimbursed in the same currency as fees were received.
 - e) Refunds will be paid to the person who enters into the Enrolment Agreement.
3. All notifications of withdrawal from a course, or applications for refund, must be made in writing and submitted to the Principal.
4. Student default because of visa refusal:

If a student's visa application is refused by the Department of Home Affairs and the student cannot undertake the course, the School will refund within four weeks where the student produces evidence that the application made by the student for a student visa has been refused by the Australian immigration authorities.
5. Student default:
 - a) Any amount owing under this section will be paid within 4 weeks of receiving a written claim from the parent(s) or legal guardian of the student.
 - b) The School will **not** provide a refund for non-tuition fees associated with School life. Events are booked in advance, and costs are calculated on a pre-determined number of students attending.

Failure to Commence

- c) Where a student does not commence a course on the agreed starting date and the parent(s) or legal guardian of the student provide 10 weeks written notice the School will refund the amount of prepaid tuition and boarding fees, if applicable.
- d) Were a student does not commence a course on the agreed starting date and the parent(s) or legal guardian of the student do **not** provide 10 weeks written notice the School will refund the amount of prepaid fees **less** 27.5% of the annual tuition fee and 27.5% of the annual boarding fee, if applicable.

Withdrawal

- e) Where the parent(s) or legal guardian of the student provide one full School terms notices in writing to the Principal prior to the withdrawal, the School will refund the amount of prepaid tuition fees and boarding fees, if applicable.
 - f) Where the parent(s) or legal guardian of the student do not provide one full School terms notice in writing to the Principal prior to the withdrawal, the School will refund the amount of prepaid fees less 27.5% of the annual tuition fee and 27.5% of the annual boarding fee, if applicable.
6. Provider 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 unspent pre-paid 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 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 unspent pre-paid tuition fees* paid to the School will be made within 14 days of the School's default day.
 - 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 will receive advice to seek assistance from the Australian government's Tuition Protection Service. For information on the TPS, please see: <https://tps.gov.au/>
- * Unspent pre-paid tuition fees – in the case of the School not being able to provide the course in which the student is enrolled, unspent prepaid tuition fees will be calculated according to a Legislative Instrument.
7. This agreement, and the availability of complaints and appeals, does not remove the right of the student to take action under Australia's consumer protection laws.

Definitions

Tuition Fees – fees directly related to the provision of the student's course, as published in the Terms of Business.

Boarding Fees – fees directly related to the provision of residential accommodation, as published in the Terms of Business.

Non-tuition Fees – other fees and charges related to the provision of the student's course, including but not limited to Beyond Boundaries, Co-Curricular and curriculum based activities, excursions, extra subjects and retail purchases.

Pre-paid Fees – fees received by the School for a study period of the student's course before the student begins the study period.

International Students Terms of Business ("Terms of Business") – the document titled International Student Terms of Business applicable at the time of the relevant transaction and which is amended from time to time.

International Student Enrolment Agreement ("Enrolment Agreement") – the document titled International Student Enrolment Agreement executed by the parents/guardians and student to accept a place at Toorak College.

Related Documents

Application for Enrolment for International Students

Application for Enrolment and Student Details

Document Review

This document was reviewed in February 2018.

CRICOS Provider Code: 00349D, CRICOS Course Code: 005454G (Senior), 097816B (Primary)