



Type: Overseas Students - CRICOS Policies and Procedures	Name: Refund Policy	Policy No: OS-0009
Implementation Date: 2015	Last Reviewed: 2019	Review Date: Biennial

REFUND POLICY

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 an enrolment contract being signed as well as comprising part of the student's enrolment contract.

1. This Policy outlines refunds applicable to course fees paid to the School including any course fees paid to an education agent to be remitted to the School.
2. Any service fees a student (or parent(s)/legal guardian if the student is under 18) pays directly to a third party are not within the scope of this refund policy.
3. The Application Fee (\$275) and Enrolment Fee (\$980) are both non-refundable.
Note: in the event of visa refusal, the Enrolment Fee will be refunded according to paragraph 7 (below).
4. Payment of Course Fees and Refunds
 - a) Fees are payable according to St Hilda's School Tuition and Boarding Fees for International Students - <https://www.sthildas.qld.edu.au/admissions/international-student-policies/>
 - b) An Itemised list of school fees is provided in the school's enrolment contract (as per NC Std 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 enrolment contract unless the school receives written advice from the person who enters the enrolment contract to pay the refund to someone else.
5. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Principal.
6. 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 (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, minus the lesser of
 - 5% of the amount of course fees received, or
 - AUD 500.

- 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).*

7. Student default

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).

(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, one term of tuition fees (half a semester) will be retained from the semester tuition fees received by the school.

(c) Non-Commencement with notification of withdrawal:

- i) If the school receives written notification of withdrawal by the student (or parent(s)/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 non-refundable application fee of \$275, and enrolment fee of \$980.
- ii) If the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) less than 4 weeks prior to commencement of the course, the school will refund half a semester tuition fees from the full semester tuition fees received in advance by the school.

(d) Refunds after commencement of a course:

- i) *If tuition fees for up to 1 semester have been received in advance:* Where the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) before completing the semester, the school will refund the amount of unused tuition fees less the non-refundable application fee of \$275, and enrolment fee of \$980, provided that written notice of withdrawal has been received at least one term (half a semester) in advance.
- ii) *If tuition fees for more than 1 semester have been received in advance:* If fees for more than one semester 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 the non-refundable application fee of \$275, and enrolment fee of \$980, provided that

written notice of withdrawal has been received at least one term (half a semester) in advance.

NB: Where less than one term (half a semester) notice of withdrawal is received, the school will refund the amount of unused tuition fees less one term of tuition fees (half a semester) and the non-refundable application fee of \$275, and enrolment fee of \$980.

- (e) Refunds in the event of a provider initiated cancellation of enrolment:
- i. No refund of tuition fees will be made where a student's enrolment is cancelled for any of the following reasons:
 - Failure to maintain satisfactory course progress (visa condition 8202). Please see *Course Progression and Attendance Policy*
 - Failure to maintain satisfactory attendance (visa condition 8202). Please see *Course Progression and Attendance Policy*
 - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see *Accommodation and Welfare Policy*
 - Failure to pay course fees.
 - ii. Any behaviour identified as resulting in enrolment cancellation in St Hilda's School Behaviour Management Policy and Code of Conduct. Please see *Behaviour Management Policy and Code of Conduct*.
 - iii. Any refund in the case of cancellation of a student's enrolment for failure to maintain St Hilda's School agreed conditions of enrolment as outlined in the student's enrolment contract, 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.

8. Provider 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.

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. This enrolment contract, 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.

Definitions

- a. **Non-tuition fees** – fees not directly related to provision of the student's course, including boarding, stationery, year-level camps, uniform and other ancillary fees.
- b. **Tuition fees** – fees directly related to the provision of the student's course, including tuition fees, textbook levies, curriculum-based excursion fees, etc.
- 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** – Half a Semester
- e. **Semester** – Half a School Year (equivalent to two Terms)

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 duration of that year.