Refund Policy

POLICY RELEASE DETAILS

Date of Policy
March 2015

Approved by Board
Date March 2015 (via Principal)

Review Date
When necessary to take account of new laws and technology, changes to College’s operations and practices and to make sure it remains appropriate to the changing environment.

POLICY

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.

1. 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.

2. The enrolment application fee is non-refundable.

3. Payment of Course Fees and Refunds
   a) Fees are payable 1 semester in advance according to the School’s Fees Policy and invoice attached.
   b) An itemised list of school fees is provided on the College website, Overseas International Student’s Pack and in the school’s written agreement (as per NC Standard 3.1.b)
   c) If the student changes visa status (eg. Becomes a temporary or permanent resident) he/she will continue to pay full overseas student fees for the remainder of the current semester.
   d) All fees must be paid in Australian dollars unless requested otherwise. Refunds will be reimbursed in the same currency as fees were received.
   e) 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.

4. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Principal/Head of School.

5. 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 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.
   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 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).

6. 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).

Refunds for student default apply to tuition fees only.

(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, only one term’s (or ten weeks) tuition fees will be refunded from the annual tuition fee.

(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 less an administration fee of $500.
   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 90% of the tuition fee.

(d) Refunds after commencement of a course:
   i. 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 relevant study period, no tuition fees will be refunded.
   ii. 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 one term’s fees, 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 two term’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 School Attendance Progress Policy.
   ii. Failure to maintain satisfactory attendance (visa condition 8202). Please see School Attendance Policy.
   iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see School Welfare Policy.
   iv. Failure to pay course fees.
   v. Any behaviour identified as resulting in enrolment cancellation in Christian Outreach College Toowoomba’s Honour Code/Behaviour Policy.

7. 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 course 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 assistance from the Australian government’s Tuition Protection Service. For information on the TPS, please see: https://tps.gov.au/StaticContent/Get/StudentInformation


This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws.

Definitions

a. Non-tuition fees – fees not directly related to provision of the student’s course including Overseas Student Health Cover (OSHC), uniform costs, stationery and ESL tuition.

b. Tuition fees – fees directly related to the provision of the student’s course including tuition fees, capital levy and security deposit.

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. Study Period – A study period is one semester which consists of 18-20 weeks.