

HALE SCHOOL GUIDELINES

GUIDELINE:	Overseas Student Refund
LAST REVIEW:	January 2020
POLICY AREA:	Student, Curriculum & Co-curricular
DIRECT RESPONSIBILITY:	Headmaster/Registrar
NEXT REVIEW:	July 2020

Overseas Student

Refund Policy

- 1) This policy outlines refunds applicable to course fees paid to the School. The School does accept course monies from education agents.
- 2) The application fee is non-refundable.
- 3) Payment of Course Fees and Refunds:
 - a) Fees are payable according to the Fees and Charges Schedule.
 - b) All fees must be paid in Australian dollars. Refunds will be reimbursed in the same currency as fees were received.
 - c) If the student changes visa status (e.g. becomes a temporary or permanent resident) he will continue to pay full overseas student's fees for the duration of the current semester.
 - d) Refunds will be paid to the person who enters into the written agreement.
 - e) All notifications of withdrawal from a course, or application for refunds, must be made in writing to the Headmaster and submitted to the Director of Finance and Governance.
- 4) Student Default because of visa refusal
 If a student's visa application is refused by the Department of Immigration and Citizenship and the student cannot undertake the course, the School will refund within four weeks any unspent pre-paid fees 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 four (4) weeks of receiving a written claim from the student (or parent(s)/guardian if the student is under 18).
 - b) 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.
 - c) If the student does not provide written notice of withdrawal and does not start the course on the agreed starting date a maximum of ten (10) weeks tuition fees will be refunded from prepaid tuition fees.
 - d) If up to two semester's tuition fees have been prepaid, and the school receives written notification of withdrawal by the student (or parent(s)/guardian if the student is under 18),

the school will refund the amount of prepaid fees **less** the following amounts:

- i) An administration fee of \$AUS110.00 if written notice is received up to four weeks prior to the commencement of the course.
- ii) 70% of the tuition fee if written notice is received less than four weeks prior to commencement of the course.
- iii) One term's (or ten weeks) tuition fee if written notice is received within six months following the commencement date of the student's course.
- e) No amount will be refunded if written notice is received more than six months after the commencement date of the student's course.
- f) If more than two semester's tuition fees have been prepaid in one amount, refund provisions under (b) will apply for tuition fees paid for the first two semesters, and any remaining unspent tuition fees after this will be refunded.
- g) 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 International Students Monitoring Course Progress and Attendance Policy.)
 - ii) Failure to maintain satisfactory attendance progress (visa condition 8202). (Please see International Students Monitoring Course Progress and Attendance Policy.)
 - iii) Failure to maintain approved welfare and accommodation arrangements (visa condition 8202).
 - iv) Failure to pay course fees.
 - v) Any behaviour identified as resulting in enrolment cancellation as per the School's Rules and Regulations. (See School Rules and Regulations.)
- 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: www.tps.gov.au

9. 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), boarding fees, computer levy, excursion fees, course materials and text books, uniforms and any fees for special/medical needs (if applicable).
- b. ***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.
- c. ***Tuition Fees*** – fees directly related to the provision of the student's course.

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

CRICOS IPC: 00438C