



Bundaberg Christian College  
Education with Wisdom

# BCC

# International

# Student

# Fee Refund Policy

“EDUCATION WITH WISDOM”

“Wisdom is supreme; therefore get wisdom. Though it cost all you have, get understanding.”  
(Proverbs 4:7)

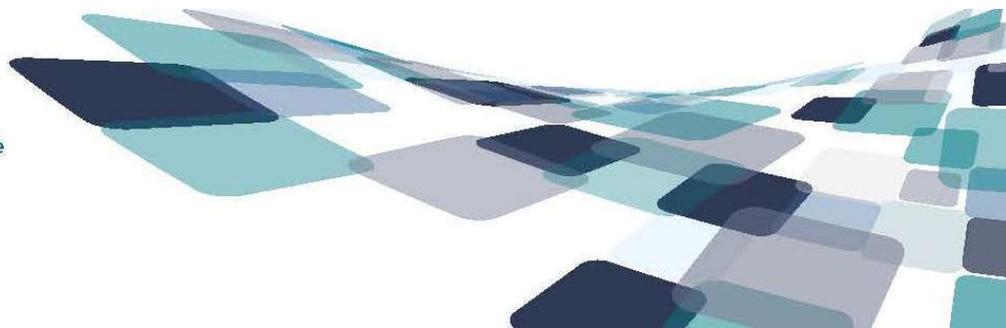
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Respect | Integrity | Servanthood | Excellence

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Bundaberg Christian College collects fees in accordance with requirements under the ESOS Legislation.

1. This policy outlines refunds applicable to course fees paid to the College including any course fees paid to an education agent to be remitted to the College.
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 enrolment application fee is non-refundable.
4. Payment of Course Fees and Refunds
  - a) Fees are payable according to the College's Fees Policy stated in the Student Handbook
  - b) An itemised list of College fees is provided in the College's written agreement (as per NC Standard 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 written agreement unless the College receives written advice from the person who enters the written agreement 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 Enrolments Officer.
6. Student default because of visa refusal
  - a) If a student produces evidence of visa refusal (or provides permission for the College 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 College will refund within four weeks of receiving a written claim from the student the total amount of course fees received by the College before the student's default day, minus the lesser of
    - 5% of the amount of course fees received, or
    - AUD 500.

If a student whose visa has been refused withdraws from the course after it has commenced, the College 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 College 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).*

### **Student Default**

#### **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, up to \$500 of tuition fees will be retained from tuition fees received by the College.
- c) Non-Commencement with notification of withdrawal If tuition fees for up to 1 Semester have been received in advance by the College and the College receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the College will retain an administration fee of \$250 and refund the balance of the tuition fees.
- d) Refunds after commencement of a course: If tuition fees have been received for up to or more than 1 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 administration fee of \$250, provided that at least 10 weeks written notice of withdrawal has been received. Where 10 weeks written notice of withdrawal has not been given, the school will refund the unused tuition fees less administration fee of \$500.
- e) 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 Course Progress and Attendance Policy in International Student Handbook
  - ii. Failure to maintain satisfactory attendance (visa condition 8202).  
Please see Course Progress and Attendance Policy in International Student Handbook
  - iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see Accommodation and Welfare Policy in International Student Handbook
  - iv. Failure to pay course fees.
  - v. Any behaviour identified as resulting in enrolment cancellation in Bundaberg Christian College's Behaviour Policy/Code of Conduct. Please see Code of Conduct in International Student Handbook.
- f) If Bundaberg Christian College cancels a student's enrolment for failure to maintain agreed conditions as outlined in the student's written agreement, including failure to disclose a pre-existing condition requiring a high degree of specialised support or care, any refund of tuition fees will be at the discretion of the school.

## **8. Provider default**

- a) If for any reason the College 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 College, a full refund of any unused tuition fees\* received by the College with respect to the student will be made within 14 days of the agreed course starting day.
- b) If for any reason the College 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 College, a full refund of any unused

tuition fees\* received by the College with respect to the student will be made within 14 days of the College's default day.

In the event that the College 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>.

This written agreement, 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 *accommodation, transport, food etc*
- b. **Tuition fees** – fees directly related to the provision of the student's course, including *text book bond, application, enrolment etc*
- c. **Course fees** – the sum of tuition fees and non-tuition fees received by the College in respect of the student in order for the student to undertake the course.
- d. **Study period** – 1 semester (6 months) made up of 2 terms. Each Term has 10 weeks.