



Refund Policy for International Students

This policy outlines refunds applicable to course fees paid to Clayfield College including any course fees paid to an education agent to be remitted to the College. This policy is provided to overseas before an agreement is entered into and again within seven days of arrival.

The enrolment application fee, acceptance fee and administration fee are non-refundable.

Payment of Course Fees and Refunds

- a) Fees are payable according to the current Fee Schedule, Fee Policy and Written Agreement.
- b) An itemised list of school fees is provided in the school'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 are 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.

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

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 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).*

Student Default

- a) 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).
- 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, one term's (10 weeks) tuition fees and boarding fees will be retained from fees received by the College, the remainder will be refunded.
- d) If tuition fees for one semester (two terms) 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:



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- Retain the enrolment application fee, enrolment confirmation fee, administration fee, one term's tuition fees and one term's boarding fees and refund the balance of the tuition fees if written notice is received one term prior to commencement of the course.
 - Refund 50% of one term (10 weeks) of the tuition fees received if written notice is received less than four weeks prior to commencement of the course.
 - Refund 50% of one semester of any tuition fees received, if written notice is received **before** one semester of the payment period has passed.
 - Refund 25% of one semester of any tuition fees received, if written notice is received **after** one semester of the payment period has passed.
- e) If tuition fees have been received for more than two semesters, refund provisions under d) will apply for the first two semesters and any balance of the unused tuition fees after this will be refunded.
- f) 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 Progress & Attendance Policy*
 - Failure to maintain satisfactory attendance (visa condition 8202).
Please see *Course Progress & Attendance Policy*
 - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532).
Please see *Accommodation & Welfare Policy*
 - Failure to pay course fees.
 - Any behaviour identified as resulting in enrolment cancellation in Clayfield College's Code of Behaviour Policy.
Please see *Code of Behaviour Policy*
- g) If the 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 College.

Provider Default

Any default by the College 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 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.
- c) 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>



Change of Status

Notice of a change of status of a *boarding student* to a *day student* due must be provided in writing to the Principal one term in advance of the change date. In default of these requirements, a full term's boarding fees will be forfeited in lieu of notice.

If the student changes visa status (e.g. becomes a temporary or permanent resident), fees will continue to be paid at full overseas student's fees for the duration of that year.

How to claim a Refund

The student or parent/guardian must submit a written request to the Principal for the refund of fees. The request can be emailed to principal@clayfield.qld.edu.au or mailed to: Clayfield College, PO Box 387 Clayfield, Qld, Australia 4011.

The 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

- **Non-Tuition Fees**
Fees not directly related to provision of the student's course, including administration fee, boarding fees, Overseas Health Cover, locker fee, camp and excursion costs, textbooks and uniforms.
- **Tuition Fees**
Fees directly related to the provision of the student's course, including enrolment registration fee, enrolment confirmation fee, tuition fees, capital levy, subject levies, technology levy and co-curricular levy.
- **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.
- **Term**
A school year consists of four terms of 8 to 10 weeks per term with a holiday break at the end of each term. Two terms make up a semester (study period).
- **Semester**
A semester (study period) is two terms of 19 to 20 weeks.