



INTERNATIONAL STUDENTS REFUND POLICY

1. This policy outlines refunds applicable to course fees paid to the College
2. The application fee is non-refundable.
3. Payment of Course Fees and Refunds
 - a) Fees are payable in advance on the first day of each Semester and must be paid in full in Australian dollars as shown in the College Invoice
 - 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.
4. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Head of College
5. Notification of withdrawal after commencement of the course requires one term's notice in writing to the Head of College. If a term's notice is not given, a term's fees will be charged in lieu of notice.
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 amount of the Application Fee.
 - b) 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).*

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7. 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, a maximum of ten weeks tuition fees will be refunded.
- d) If tuition fees for up to 2 semesters 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:
 - i. Retain an administration fee of i.e. Application Fee (non-refundable) and Enrolment Fee (non-refundable) if written notice is received up to four weeks prior to commencement of the course.
 - ii. *Refund 70 %* of the tuition fees received if written notice is received less than four weeks prior to commencement of the course.
 - iii. *Refund 50 %* of any tuition fees received, up to a maximum of one term's fees, if written notice is received **before** one (1) semester of the payment period has passed.
 - iv. *No amount will be refunded* if written notice is received **after** one term of the payment period has passed.
- e) If tuition fees have been received, in one amount, for more than 2 semesters, refund provisions under (d) will apply for the first 2 semesters and any balance of 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:
 - i. Failure to maintain satisfactory course progress (visa condition 8202).
Please see **Course Progress and Attendance Policy**
 - ii. Failure to maintain satisfactory attendance (visa condition 8202).
Please see **Course Progress and Attendance Policy**
 - iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see **Welfare and Accommodation Policy**
 - iv. Failure to pay course fees.
 - v. Any behaviour identified as resulting in enrolment cancellation in *Concordia Lutheran College's* Student Management Framework and/or Code of Conduct. This would include smoking, drinking of alcohol and illicit drug use/possession. Please see **Deferment, Suspension and Cancellation Policy**
- g) If Concordia Lutheran 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.
- h) 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.

8. 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>.*

Definitions

- a. **Non-tuition fees** – fees not directly related to provision of the student's course, including *boarding fees, application fee, uniforms, OSHC, Boarder activity fee, My Student Account etc.*
- b. **Tuition fees** – fees directly related to the provision of the student's course, and received by the College before the student begins, including *tuition, levies, camps, enrolment fee, building fund*
- 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. **One Semester** - two terms

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