

## Refund Policy

### FOR INTERNATIONAL STUDENTS

- 1) 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.
- 2) Any service fees a student (or parent(s)/legal guardian if the student is under 18) pays direct 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 Freshwater Christian College's Fee Schedule.
  - b. An itemised list of school fees is provided in the school's written agreement [as per the 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 school 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 Principal.
- 6) 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 Home Affairs) 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).*
- 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 school.
  - c) Non-commencement with notification of withdrawal  
If tuition fees for up to two semesters have been received in advance by the school 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 retain an administration fee of \$250 and refund the balance of the tuition fees.
  - d) Refunds after commencement of a course:  
*If tuition fees for up to 1 term/semester 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 term/semester, no tuition fees will be refunded.  
*If tuition fees for more than 1 term/semester have been received in advance:*  
If fees for more than one term/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) Refunds in the event of a provider initiated cancellation of enrolment:

- i. 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 and Attendance Policy
    - Failure to maintain satisfactory attendance (visa condition 8202). Please see Course Progress and Attendance Policy
    - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). [If applicable]: Please see Accommodation and Welfare Policy
    - Failure to pay course fees.
    - Any behaviour identified as resulting in enrolment cancellation in Freshwater Christian College's Behaviour Management Policy. Please see <http://www.freshwatercc.qld.edu.au/enrolments/international-students/>
  - ii. Any refund in the case of cancellation of a student's enrolment for failure to maintain Freshwater Christian College's agreed conditions of enrolments 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, will be at the discretion of the school.
- 8) School (Provider) Default  
(Any default by the school must be compliant with the current provisions of the ESOS Act 2000 and the ESOS regulations 2001).
- 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>
- \* 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).  
[www.comlaw.gov.au/Details/F2014L00907](http://www.comlaw.gov.au/Details/F2014L00907).
9. 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.
  10. 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.

#### Definitions:

- a. *Non-tuition fees* – fees not directly related to provision of the student's course, including bus fees, application fees, OSHC fees.
- b. *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.
- c. *Tuition fees* – fees directly related to the provision of the student's course.
- d. *Term* – there are 4 terms in one school year. A Term is approximately 9-11 weeks  
*Semester* – there are 2 semesters in one school year. A Semester and is made up of 2 Terms (eg; either Term 1 and Term 2 OR Term 3 and Term 4).

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