



OVERSEAS STUDENTS REFUND POLICY

1. This policy outlines refunds applicable to course fees paid to the College for overseas students.
2. Any service fees that parent(s)/legal guardian pay 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 one term in advance, as noted in the Business Handbook, p5 'Credit Policy & Payment of Fees'.
 - b) An itemised list of College fees is provided in the College's written agreement.
 - 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 Business Manager or the College Registrar.**
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
 - 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).*

7. Student default

Any amount owing under this section will be paid within 4 weeks of receiving a written claim from the parent(s)/legal guardian.

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, a maximum of four (4) weeks tuition fees will be retained from prepaid tuition fees.

c) Non-Commencement with notification of withdrawal:

- i) If the College receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) 4 or more weeks prior to commencement, the College will refund the whole amount of tuition fees received.
- ii) If the College receives written notification of withdrawal by the parent(s)/legal guardian less than 4 weeks prior to commencement of the course, the College will refund 90% of the tuition fee received.

d) Refunds after commencement of a course:

- i) If tuition fees for up to 1 study period have been received in advance: where the parent(s)/legal guardian notifies the

College in writing of withdrawal before completing the relevant term, no tuition fees will be refunded for that term.

- ii) If tuition fees for more than 1 study period have been received in advance: if fees for more than one study period have been received in advance and the College receives written notification of withdrawal by the parent(s)/legal guardian, the College will refund the amount of unused tuition fees less one term's fees, provided that at least 10 weeks written notice of withdrawal has been received.

NB: Where less than 10 weeks' notice of withdrawal is received, the College will refund the amount of unused tuition fees less two term's fees.

- e) Refunds in the event of a provider-initiated cancellation of enrolment:

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 *Heights College Course Progress and Attendance Policy* found in the Overseas Parents & Students Handbook.
- ii) Failure to maintain satisfactory attendance (visa condition 8202). Please see *Heights College Course Progress and Attendance Policy* found in the Overseas Parents & Students Handbook.
- iii) Failure to pay course fees.
- iv) Any behaviour identified as resulting in enrolment cancellation according to the College's Behaviour Management Policy, found on our website and in the Student Handbook.

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.
- c) In the event that the College is unable to fulfill 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>.

- 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.

Definitions

- a. **Non-tuition fees** – fees not directly related to provision of the student's course, including application fee, OSHC fees and moderation fees.
- b. **Tuition fees** – fees directly related to the provision of the student's course.
- 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**- one semester (two terms).

If the student changes visa status (e.g. becomes a temporary or permanent resident) he/she will not continue to pay full overseas student's fees for the duration of that year.

(Policy last updated 1 June 2018)