

Introduction

This policy is a requirement under *Standard 3 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018*. Information regarding tuition and non-tuition fees that are payable and information regarding refunds is provided to students (or parent(s)/legal guardian if the student is under 18) prior to enrolment and is part of the written agreement between the student and the College. The Refund Policy can also be found on the College website and in the International Student Handbook, a hard copy of which is given to students at orientation.

Purpose

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.

Scope

This policy applies to all International Students enrolled at Faith Lutheran College. 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. 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

Application Fee	A non-refundable fee and does not guarantee a place at the College.
Enrolment Commitment Deposit	A fee that is refundable when the last child in the family leaves the College, subject to there being no fees or charges unpaid. Outstanding fees or charges will be deducted from the deposit and any balance then refunded.
Cancellation Fee	A fee equivalent to one semester's tuition fees, payable if insufficient notice is given of a student departure.
Non-tuition fees	Fees not directly related to provision of the student's course, including costs for uniforms, stationery, homestay charges
Tuition fees	Fees directly related to the provision of the student's course, including levies.
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	Equates to 10 weeks.
Semester	Equates to 2 Terms or 20 weeks.

Details of Policy

1. Payment of Course Fees and Refunds

- a) Fees are payable according to the College's International Student Fee Policy and International Student Fee Schedule. Fees are invoiced each semester.
- b) The College has a non-refundable Application fee.
- c) An itemised list of College fees is provided in the College's written agreement [as per NC Standard 3.3.4]
- d) All fees must be paid in Australian dollars unless requested otherwise. Refunds will be reimbursed in the same currency as fees were received.
- e) 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.
- f) All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the International Student Liaison Co-ordinator.
- g) If a student changes visa status (e.g. becomes a temporary or permanent resident) they will continue to pay full overseas student's fees for the duration of that year.

2. 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 within 4 weeks of 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).

3. Student default – other

- a) Any refund owing under this section will be paid by the College 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
 - o 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) Non-commencement with no notification of withdrawal
 - o If the student does not provide written notice of withdrawal, and does not start the course on the agreed starting date, a maximum of 10 weeks tuition fees will be retained from tuition fees received by the College.
- d) Non-commencement with notification of withdrawal
 - o 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 Enrolment Commitment Deposit and 100% of tuition fees received less \$50. However, the initial Application fee will not be refunded.

- If the College receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) less than 4 weeks prior to commencement of the course, the College will refund the amount of tuition fees received less the Application Fee and less the Enrolment Commitment Deposit.
- e) Refunds after commencement of a course:
 - If tuition fees for up to 1 semester have been received in advance: Where the student (or parent(s)/legal guardian if the student is under 18) notifies the College in writing of withdrawal before completing the semester, no tuition fees will be refunded.
 - If tuition fees for more than 1 semester have been received in advance: If fees for more than one semester have been received in advance, 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 refund the amount of unused tuition fees less \$50, provided that at least 12 weeks written notice of withdrawal has been received. Where less than 12 weeks' notice of withdrawal is received, the College will refund the amount of unused tuition fees less 10 weeks tuition fee.
 - One full semester's notice of a student's departure must be given in writing to the Principal. If less than one semester's written notice is provided, a Cancellation fee may be charged.
- f) Refunds in the event of a provider-initiated cancellation of enrolment:
 - All incurred fees and charges will be non-refundable, and any outstanding fees and charges will become immediately payable in the event that a student is asked to leave the College for any of the following reasons:
 - Failure to maintain satisfactory course progress (visa condition 8202). Please see International Student Course Progress Policy
 - Failure to maintain satisfactory attendance (visa condition 8202). Please see International Student Attendance Policy
 - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see International Student Accommodation and Welfare Policy
 - Failure to pay course fees
 - Any behaviour identified as resulting in enrolment cancellation in Faith Lutheran College's Behaviour Policy/Code of Conduct. Please refer to Code of Conduct
 - Any refund in the case of cancellation of a student's enrolment for failure to maintain Faith Lutheran College's agreed conditions of enrolment 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 College.

4. 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. *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>
- 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>.

Policy Release Details

Date of Policy:	October 2018
Approved by:	Plenary
Responsibility:	Principal
Point of Contact:	International Student Liaison Coordinator
Review Date:	October 2020