

## Policy

This policy applies to tuition fees only, with fees being payable in advance to St Peter's Girls' School. The Application for Enrolment Fee and the Enrolment Confirmation Fee are non-refundable and are not directly related to the provision of the student's course.

Written notification is required for all withdrawals by the student (or parent(s)/legal guardian for students under 18 years) to the Principal of St Peter's Girls' School. The School will refund tuition fees paid in advance if a full term's notice has been given less the Application for Enrolment and Enrolment Confirmation Fees. Refunds will be paid to the parent(s)/guardian who signed the Enrolment Confirmation Form unless the School receives written advice from the parent(s)/guardian who signed the Enrolment Confirmation Form to pay the refund to someone else. Fees for services paid to education agents by students (or parent(s)/legal guardian if the student is under 18) are not covered by this Refund Policy.

## Payment of Tuition Fees

Fees are payable according to the St Peter's Girls' School Refund Policy as per the invoice provided with the written agreement and for each study period.

An itemised list of the School tuition fees and non-tuition fees are provided in the School's written agreement *[as per National Code 2018]*

All fees must be paid in Australian dollars and refunds will be reimbursed in Australian dollars.

## Provider's Default

The ESOS Act of 2000 and the ESOS Regulations 2001 (as amended) covers provisions for refunds should a registered provider default in providing an agreed course.

- If for any reason St Peter's Girls' 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 paid to the School will be made within 14 days of the agreed course starting date.
- If St Peter's Girls' School is unable to continue 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 paid to the School will be made within 14 days of the School's default day.
- In the event that St Peter's Girls' School is unable to fulfil its obligations of providing an agreeable alternative course for the student, or a refund, the student will receive advice to seek assistance from the Australian Government's Tuition Protection Service. For information on the TPS, please see: <https://tps.gov.au/StaticContent/Get/StudentInformation>

## Student Default

Where a student withdraws because of visa refusal and produces evidence of visa refusal (or provides permission for the School to verify visa refusal with the Department of Immigration and Border Protection) and fails to start a course on, or withdraws from the course on or before the agreed starting day, the School will refund within 28 days of receiving a written claim from the student the total amount of tuition fees received by the School before the student's default day less the Application for Enrolment and Enrolment Confirmation Fees.

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 any unused tuition fees\* received by the School with respect to the student within the period of 28 days 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).*

Where a student withdraws after accepting a placement at St Peter's Girls' School, the School will refund within 28 days of the receipt of written notification of cancellation of enrolment by the student (or parent(s)/legal guardian if the student is under 18) any unused fees made on behalf of the student less the amounts to be retained as agreed and detailed below.

- If written notice is received up to one term prior to commencement of the course, the School will be entitled to retain the Application for Enrolment and Enrolment Confirmation Fees.
- If written notice is received less than one term prior to the commencement of the course, one term of the course tuition fee will be retained.
- If the student does not provide written notice of withdrawal and does not start the course on the agreed starting date, one term's fees will be deducted from the fees paid in advance.
- If written notice is received after the commencement date, one term's notice in writing to the Principal is required. If a term's notice is not given, a term's tuition fees will be charged in lieu of notice.
- No amount of unused tuition fees will be refunded if written notice is received more than six months after the commencement of the student's course.

Where a student's enrolment is cancelled for any of the following reasons, no refund of tuition fees will be made:

- Failure to maintain satisfactory attendance (visa condition 8202)
- Failure to maintain satisfactory course progress (visa condition 8202)
- Failure to pay course fees
- Failure to maintain approved welfare and accommodation arrangements as approved by the School (visa condition 8532)
- Failure to abide by the St Peter's Girls' Code of Conduct / Behaviour Policy.

The School will arrange compulsory Overseas Student Health Cover and this must be paid in advance for the duration of the course plus an additional 3 months. If the student leaves the School, the medical insurance cover will be transferred with the student to the new provider.

If the student changes visa status (e.g. becomes a Temporary or Permanent Resident) written notification must be made with evidence of the new visa for adjustment of fees effective for the following year.

St Peter's Girls' School Enrolment Agreement and the availability of complaints and appeals processes does not remove the right of the student to take action under Australia's consumer protection laws.

## Definitions

- a. Non-tuition fees – fees not directly related to the provision of the student's course including the Application for Enrolment Fee (non-refundable), Enrolment Confirmation Fee (non-refundable), Homestay Fees, Overseas Health Cover, books and stationery, electronic devices and School uniforms.

- b. Unused fees – tuition fees received by the School for a study period of the student’s course before the student begins the study period.
- c. Tuition fees – fees directly related to the provision of the student’s course, including course Tuition fees, Fixed Charge and ICT Levy.
- d. A study period is equivalent to 1 Semester (2 Terms).
- e. One term is equivalent to 10 weeks.

## PROCEDURE

Where the School defaults and a refund is due for international student fees:

- The School notifies the student and parent(s) in writing that the School cannot offer/continue a course, with details of alternative course(s) available;
- If no alternative course is available or if the student and parent(s) (if student is under 18 years of age) advise that the alternative course is not suitable;
- Student is either:
  - placed in a different, agreed upon course; or
  - the School will refund any unused tuition within 14 days of the start/default date.
- The refund will be made to the person who signed the Enrolment Confirmation form. If this person wishes the refund to be paid to someone else, they must advise the School in writing.
- If a refund or agreed upon alternative course cannot be obliged, student and parent(s) will receive advice in seeking assistance from TPS.

Where a student withdraws because of visa refusal on or before the start of the course:

- The student must provide evidence of visa refusal (or provides permission for the School to verify visa refusal with the Department of Immigration and Border Protection);
- The School will refund within 28 days of receiving a written claim from the student the total amount of tuition fees received by the School before the student’s default;
- The refund will be made to the person who signed the Enrolment Confirmation form. If this person wishes the refund to be paid to someone else, they must advise the School in writing.
- If a refund or agreed upon alternative course cannot be obliged, student and parent(s) will receive advice in seeking assistance from TPS.

Where a student withdraws because of visa refusal after the course has commenced:

- The student must provide evidence of visa refusal (or provides permission for the School to verify visa refusal with the Department of Immigration and Border Protection);
- 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 28 days after the day of student default;
- The refund will be made to the person who signed the Enrolment Confirmation form. If this person wishes the refund to be paid to someone else, they must advise the School in writing.
- If a refund or agreed upon alternative course cannot be obliged, student and parent(s) will receive advice in seeking assistance from TPS.

Where a student withdraws after accepting a placement at St Peter's Girls' School:

- The student (or parent(s)/legal guardian if the student is under 18) must provide written notification of cancellation of enrolment;
- The School will refund within 28 days of the receipt of written notification of cancellation of enrolment any unused fees made on behalf of the student less the amounts to be retained as agreed and detailed below:
  - If written notice is received up to one term prior to commencement of the course, the School will be entitled to retain the Application for Enrolment and Enrolment Confirmation fees;
  - If written notice is received less than one term prior to the commencement of the course, one term of the course tuition fee will be retained;
  - If the student does not provide written notice of withdrawal and does not start the course on the agreed starting date, one term's fees will be deducted from the fees paid in advance;
  - If written notice is received after the commencement date one term's notice in writing to the Principal is required. If a term's notice is not given, a term's tuition fees will be charged in lieu of notice;
  - No amount of unused tuition fees will be refunded if written notice is received more than six months after the commencement of the student's course.
- The refund will be made to the person who signed the Enrolment Confirmation form. If this person wishes the refund to be paid to someone else, they must advise the School in writing.
- If a refund or agreed upon alternative course cannot be obliged, student and parent(s) will receive advice in seeking assistance from TPS.

## Policy Certification

<b>Policy authorised by:</b>	<b>Principal</b>
<b>Responsibility of updating Policy/Procedure:</b>	<b>Business Director</b>
<b>Date policy implemented:</b>	<b>28/01/2014</b>
<b>Date Ratified:</b>	<b>14/01/2014</b>
<b>Date Reviewed/Revised:</b>	<b>30/06/2019</b>
<b>Date for next Review/Revision:</b>	<b>30/06/2021</b>