



## International Student Refund Policy

**A copy of this policy is provided to the student (or parent(s)/legal guardian if the student is under 18) at a reasonable time prior to a written agreement being signed.**

1. This policy outlines refunds applicable to course fees paid to the College.
  2. 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.
  3. The Registration fee is \$99 (including GST) and is payable at the time of registration. **The Registration fee is non-refundable.**
  4. The Enrolment fee is \$800 (including GST) per student payable when a place is offered to confirm enrolment. **The Enrolment fee is non-refundable\*** except in the event of VISA refusal.
- 5. Payment of Course Fees, Refunds and Notice of Withdrawal**
- a) Fees are payable according to the current College Fee Schedule. The College will issue a fee statement each study period (hereafter referred to as semester).
  - b) An itemised list of College fees is provided in the College written agreement.
  - c) All fees must be paid in Australian dollars. All refunds will be reimbursed in Australian dollars.
  - 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.
  - e) All notification of withdrawal from the College, or applications for refunds, must be made in writing and submitted to the Principals Assistant and emailed to [withdrawals@cac.qld.edu.au](mailto:withdrawals@cac.qld.edu.au) with one full terms notice of withdrawal required.
  - f) If the student is to leave the College then the parents must give the Principal one full term's notice to that effect in writing on the approved notice of withdrawal form, signed by all parties to this contract.
  - g) If you do not provide us with one full term's notice, please refer to Student Default - Section 7.
  - h) The College commits resources on the basis of confirmed enrolment numbers. Termination of an enrolment without sufficient notice as stated above causes us financial loss and we may have difficulty filling your child's place at short notice. All parties agree that one full term's notice is a fair and reasonable amount to offset the financial loss to the College.



## 6. Student Default Due To 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 lesser of

- o 5% of the amount of course fees received, or
  - o AUD 500.
- b) If a student whose visa has been refused withdraws from the College after they have commenced, the College will retain the amount of tuition fees proportionate to the amount of the time the student has attended and will refund 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

- 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, 100% of the tuition fees paid to the College will be retained.
- d) If tuition fees for up to two 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 \$110.00 (inclusive of GST) and any other non-refundable fees and refund the balance of the tuition fees if written notice is received up to four weeks prior to commencement of the course.
  - ii. Refund 75 % 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, if written notice is received before one (1) semester of the payment period has passed.
  - iv. Refund 0% (Nil) if written notice is received after 1 semester of the payment period has passed.
- e) If tuition fees have been received for more than two semesters, refund provisions under (d) will apply for the first two 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).
  - ii. Failure to maintain satisfactory attendance (visa condition 8202).
  - iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532).



- iv. Failure to pay course fees.
- v. Any behaviour identified as resulting in enrolment cancellation in Coomera Anglican College's Behaviour Policy/Code of Conduct.

### 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>.

- 9. This 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, (*i.e Homestay, OSHC, Uniforms & Stationary*)
- b. **Tuition fees** – fees directly related to the provision of the student's course, including the Technology Levy (*Year 7 to Year 12*)
- 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.

\* Unspent fees – in the case of the school not being able to provide the course in which the student is enrolled, unspent prepaid tuition fees will be calculated according to a Legislative Instrument:  
<http://www.comlaw.gov.au/Details/F2012L01351>.