

Our Lady of the Sacred Heart

Catholic College

INTERNATIONAL STUDENTS – CRICOS PROVIDER 02598D



FEE REFUND POLICY

Purpose:

This Policy relates to circumstances in which International Students may be eligible for fee refunds from Our Lady of the Sacred Heart Catholic College and the amount of the refund due in each case.

Relevant to:

All Staff | All Overseas Students | All Parents/Guardians of Overseas Students

Date of Effect:

06/2021

Review Date:

06/2024

Related Documents:

- Deferment, Suspension and Cancellation Policy (Overseas Students)
- International Student Transfer Policy
- Welfare and Accommodation Policy for International Students
- Course Progress and Attendance Policy
- Student Code of Conduct

Related Legislation:

- National Code of Practice for Providers of Education and Training to Overseas Students 2018.
- Education Services for Overseas Students (ESOS) Act 2000
- Education Services for Overseas Students (ESOS) Regulations 2019
- Education Services for Overseas Students (Calculation of Refund) Specification 2014

Scope and Conditions:

1. The Our Lady of the Sacred Heart Catholic College refund policy applies to all fees paid to the college by full fee- paying international students. All amounts quoted and charged are in Australian dollars. Fees include:
 - (i) Tuition fees – fees related to the delivery of the enrolled academic year course
 - (ii) Non-tuition fees – other fees charged by 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 application fee is not refundable (except in cases of visa refusal).
4. Refunds will be paid in Australian dollars and the payment sent to the applicant's home country unless otherwise requested in writing. Refunds will be paid to the student or the person specified in the written agreement. Refunds for which the student is eligible will be paid within four weeks after receiving a written request from the student, or in the case of a student under 18 years of age, their parents or guardians.

5. All notifications of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Principal of Our Lady of the Sacred Heart Catholic College.

Policy Statement

1. Student default because of visa refusal

- a. If a student produces evidence of visa refusal (or provides permission for Our Lady of the Sacred Heart Catholic College to verify visa refusal with the Department of Home Affairs) and fails to start an academic year course on the starting day, or withdraws from the course on or before the agreed starting day, the college will refund the total amount of course fees received by the college before the student's default day, minus the lesser of:
- 5% of the amount of tuition fees received, or
 - AU\$500.00.
- b. If a student whose visa has been refused withdraws from the course after it has commenced, Our Lady of the Sacred Heart Catholic College 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 college with respect to the student.

**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).*

2. Student default because of non- visa related reasons

- a. 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. If the student does not provide written notice of withdrawal, and does not start the course on the agreed starting date, a full refund of tuition fees will be made.
- c. 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 made up of the enrolment application fee; and,
 - ii. Refund the balance of prepaid tuition fees **less** any spent pre-paid tuition fees; calculated Pro rata (proportional to the amount of time the student was studying in the course) and any debts owing for non-tuition fees.
- d. If tuition fees have been received for more than two semesters in advance, refund provisions under section c. above will apply for the first two semesters and any balance of unused tuition fees after this will be refunded.
- e. **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 the *Course Progress and Attendance Policy* on the College website.

- ii. Failure to maintain satisfactory attendance (visa condition 8202). Please see the *Course Progress and Attendance Policy* on the College website.
- iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see the *Welfare and Accommodation Policy for International Students* on the College website.
- iv. Failure to pay course fees by due date.
- v. Any behaviour identified as resulting in enrolment cancellation in OLSH Catholic College's *Code of Conduct*, or other codes of conduct; a breach of visa conditions; or a breach of Australian law.

3. Provider default

- a. Any default by Our Lady of the Sacred Heart Catholic College must be compliant with the current provisions of the ESOS Act 2000 and the ESOS Regulations 2019.
- b. If Our Lady of the Sacred Heart Catholic College is unable to offer a course on an agreed starting day, and the student does not accept enrolment in an alternative course arranged by the college, the college will refund any tuition fees that have been paid in advance for the course.
- c. If Our Lady of the Sacred Heart Catholic College is unable to continue offering a course in which the student is enrolled, and the student does not accept enrolment in an alternative course arranged by the college, the college will refund any tuition fees that have been paid in advance for the undelivered component of the course.
- d. In the event of situation b. and c. above, 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).*

- 4. This agreement, and the right to make complaints and seek appeals of decisions and action various processes, does not affect the rights of the student to take action under the Australian consumer law if those laws apply.
- 5. If the student changes visa status (e.g. becomes a temporary or permanent resident) they will continue to pay full international student fees until the date that evidence of the new visa has been provided to Bishop Druitt College enrolments. A pro-rata refund will be offered if applicable.
- 6. The College may in its absolute discretion, refund to the Student some or all Tuition fees where it determines that there are extenuating or compassionate circumstances.
- 7. The College reserves the right to amend these terms and conditions at any time to ensure compliance with applicable State and Federal laws and/or to amend the non-refundable Administration fee.