



INTERNATIONAL STUDENT FEE REFUND POLICY

VERSION: 1

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APPROVED BY: PETER KARAMOSCHOS POSITION: PRINCIPAL

SIGNED: Peter Karamoschos DATE: 3/2/20

Definitions

- a) **Course Fees** – the sum of Tuition Fees and Non-Tuition Fees for payable to or received by the College in respect of the student in order for the student to undertake the course for a Study Period.
 - b) **Tuition Fees** – fees directly related to the provision of the student’s course, including curriculum delivery and co-curricular activities.
 - c) **Non-Tuition Fees** – fees not directly related to provision of the student’s course, including administration fees, VET courses, extra-curricular activities, voluntary programs, text books, school bus travel, musical instrument hire, uniform and BYO Devices.
 - d) **Study Period** – One semester
1. This International Student Refund Policy (“Policy”) outlines refunds applicable to Course Fees paid to the St George College (“the College”).
 2. A copy of this Policy will be given to each intending overseas student before an agreement is entered into.
 3. 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 Policy.
 4. Non-Tuition Fees are non-refundable.
 5. Payment of Course Fees and Refunds
 - a) Course Fees are payable according to the College’s International Student Fee Policy.
 - b) An itemised list of Course Fees is provided in the College’s written agreement (*as per NC Standard 3.1.b*)
 - c) All fees must be paid in Australian Dollars. Refunds will be paid in Australian Dollars, less any transaction costs incurred.
 - d) Refunds will be paid directly to the person who enters into the written agreement with the College about the student, unless that person gives a written direction to the provider to pay the refund to someone else.
 6. Any notification of withdrawal from a course, or applications for refunds (in accordance with this Policy), must be made in writing and submitted to the Registrar (registrar@sgc.sa.edu.au), including a completed Application For Refund Form.
 7. **Student default because of visa refusal**

If a student produces evidence of visa refusal (or provides permission for the College to verify visa refusal with the DIBP) 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 an Application For Refund Form 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:



- 5% of the amount of Course Fees received; or
- AUD 500.

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).

Student default

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).

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, up to 75% Tuition Fees will be retained from Tuition Fees received by the College.

c) Non-Commencement with notification of withdrawal:

- 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 of the course, the College will refund 75% of the tuition fee paid.
- 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 50% of the tuition fee paid.

d) Refunds after commencement of a course:

- If Tuition Fees for up to 1 Study Period 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 relevant Study Period, no Tuition Fees will be refunded.

- 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 student (or parent(s)/legal guardian if the student is under 18), no Tuition Fees will be refunded for the current Study Period, however the College will refund Tuition Fees less 25% of the tuition fee paid for any subsequent Study Period(s), provided that at least 4 weeks written notice in advance of the Study Period of withdrawal has been received. Where less than 4 weeks' notice of withdrawal is received, the College will refund 50% of the Tuition 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:

- Failure to maintain satisfactory course progress (visa condition 8202).
- Failure to maintain satisfactory attendance (visa condition 8202).
- 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 the College's Code of Conduct / Behaviour Policy .

9. 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.
10. 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>

11. Student Visa Status Changes

If the student changes visa status (e.g. becomes a temporary or permanent resident) he/she will continue to pay full overseas student's fees for the duration of the calendar year in which this visa status change occurs.

12. 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.