INTERNATIONAL STUDENT REFUND POLICY

1. This policy outlines refunds applicable to course fees paid to the school including any course fees paid to an education agent to be remitted to the school.

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 non-refundable. The Enrolment Fee and Boarder Levy are refundable, in the event of a visa refusal.

4. Payment of Course Fees and Refunds
    a. Fees are payable according to the Schedule of Fees, Written Agreement, and Invoice.
    b. An itemised list of school fees is provided in the school's written agreement
    c. All fees must be paid in Australian dollars unless requested otherwise. Refunds will be reimbursed in the same currency as fees were received.
    d. Refunds will be paid to the person who enters into the written agreement unless the school receives written advice from the person who enters the written agreement to pay the refund to someone else**.**

5. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to Principal.

6. Student default because of visa refusal
    a. If a student produces evidence of visa refusal (or provides permission for the school 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 school will refund within four weeks of receiving a written claim from the student the total amount of course fees received by the school before the student's default day, minus the lesser of
        - 5% of the amount of course fees received, or
        - AUD 500.

    b. 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 of any unused tuition fees* received by the school 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 2024).*

7. 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 under18).

(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, 50% tuition fees will be retained from tuition fees received by the school.

(c) Non-Commencement with notification of withdrawal:

i. If the school 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 school will refund the amount of tuition fees received less an administration fee of $500.00.

ii. If the school 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 school will refund 50% of the tuition fee.

(d) Refunds after commencement of a course:

i. 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 school in writing of withdrawal before completing the semester, no tuition fees will be refunded.

ii. If tuition fees for more than 1 semester have been received in advance: If fees for more than one term/semester have been received in advance, and the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the school will refund the amount of unused tuition fees less $500.00, provided that at least 10 weeks written notice of withdrawal has been received.

NB: Where less than 10 weeks' notice of withdrawal is received, the school will refund the amount of unused tuition fees less one term's tuition fees.

(e) Refunds in the event of a provider-initiated cancellation of enrolment:

i. 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). Please see Course Progress and Attendance Policy.
   - Failure to maintain satisfactory attendance (visa condition 8202). Please see Course Progress and Attendance Policy.
   - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see Accommodation and Welfare Policy.
   - Failure to pay course fees.
   - Any behaviour identified as resulting in enrolment cancellation in Toowoomba Anglican School's Community Code of Conduct. This would include smoking, drinking of alcohol and illicit drug use or possession.

ii. Any refund in the case of cancellation of a student's enrolment for failure to maintain Toowoomba Anglican School's agreed conditions of enrolment as outlined in the student's written agreement, including failure to disclose required information at the point of application or a pre-existing condition requiring a high degree of specialised support or care, will be at the discretion of the school.

8. Provider Default

Any default by the school must be compliant with the current provisions of the ESOS Act 2000 and the ESOS Regulations 2019.

a) If for any reason the 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* received by the school with respect to the student will be made within 14 days of the agreed course starting day.

b) If for any reason the school 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 school, a full refund of any unused tuition fees* received by the school with respect to the student will be made within 14 days of the school's default day.

c) In the event that the school 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://www.legislation.gov.au/F2024L01231/latest/text

d) Where the student has enrolled in a course of study with one of the school's third-party VET providers and such a provider goes into default:
   i. From a financial perspective, because the VET component falls under the school's CRICOS registration, the student's tuition fees for the course (including the VET components) are protected by virtue of the school's CRICOS registration.
   ii. From a course delivery perspective, if the RTO the school has partnered with closes or is otherwise unable to deliver the VET component, the school must ensure that the student is still able to complete the secondary school course for which their visa has been issued. This could mean engaging an alternative VET provider to deliver the VET components or if this is not possible, offering alternative secondary school subjects which meet the requirements for completing the school qualification.

   **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 2024). http://www.comlaw.gov.au/Details/F2014L00907.*

9. 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

a) *Non-tuition fees* – fees not directly related to provision of the student's course, including boarding fees, book and stationery supplies, uniforms, Overseas Student Health Cover, Queensland Curriculum and Assessment Authority (QCAA) fees, extra learning support/tuition, year level camps, excursions, extra -curricular activities, social events.
b) *Tuition fees* – fees directly related to the provision of the student's course, including tuition fees, confirmation of enrolment fee, laptop levy, digital levy.
c) *Course fees* – the sum of tuition fees and non-tuition fees received by the school in respect of the student in order for the student to undertake the course.
d) *Term* - half of one semester (approximately 10 weeks).
e) *Semester* - two terms (approximately 20 weeks). There are two semesters in a year.