



SECTION		OVERSEAS STUDENTS			
ITEM:	REFUND POLICY			ITEM No:	OSS-009
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RESPONSIBILITY: Principal, CRICOS Facilitator				VERSION:	2019.1
REVISED:	July 2015	08/08/17	13/2/2018	9/10/2018	
NEXT REVIEW:	2017	2020	2021	2021	

1. PURPOSE

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

2. SCOPE

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 as well as comprising part of a student's written agreement.

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. SOURCES

- *ESOS Act 2000 s19, s21s27, s47B, 47D, s47E, s47H;*
- *ESOS Reg 2001 2.01.2(b)&(c), 3.03 & 3.04*

4. DEFINITIONS

- *Non-tuition fees* – fees not directly related to provision of the student's course, including OSHC, QLD Studies Authority, Home Stay, Uniforms, Stationery and Accommodation and Welfare Inspection Fee.
- *Tuition fees* – fees directly related to the provision of the student's course, including Fees, English Support, Building Fund, Bond
- *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.
- *Study Period* - There are two semesters to each school year, each semester is made up of two terms.

5. POLICY

5.1. Basic conditions

- a) The enrolment application fee is non-refundable.
- b) Payment of Course Fees and Refunds:
 - Fees are payable according to Brisbane Christian College's Fees Policy detailed in the College's *Conditions of Enrolment*.
 - An itemised list of College fees is provided in the College's Written Agreement [*as per NC Standard 3.3.4*].
 - All fees must be paid in Australian dollars unless requested otherwise. Refunds will be reimbursed in the same currency as fees were received.
 - 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.
- c) All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the International Enrolments Officer or College Registrar.

5.2. Student default because of 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.
- b) 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).*

5.3. 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, one terms tuition fees will be retained from the tuition fees received by the College and the remainder will be refunded.

- d) If tuition fees for up to two study periods 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:
- Retain the Enrolment Application Fees of \$150.00 plus the Enrolment Bond of \$500.00 and refund the balance of the tuition fees if written notice is received one term prior to commencement of the course.
 - If written notice is received less than one term prior to commencement of the course, one terms fees will be withheld.
- e) If tuition fees have been received for more than two study periods, refund provisions under (d) will apply for the first study period 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:
- Failure to maintain satisfactory course progress (visa condition 8202). Please see *OSS-014 Course Progress and Attendance Policy*;
 - Failure to maintain satisfactory attendance (visa condition 8202). Please see *OSS-014 Course Progress and Attendance Policy*;
 - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see *OSS-015 Accommodation and Welfare Policy*;
 - Failure to pay course fees;
 - Any behaviour identified as resulting in enrolment cancellation in ST-002 Character Development Policy.
- g) If Brisbane Christian College cancels a student's enrolment for failure to maintain agreed conditions as outlined in the student's written agreement, including failure to disclose a pre-existing condition requiring a high degree of specialised support or care, any refund of tuition fees will be at the discretion of the College.

5.4. Short-term Students:

- a) If a Short-term student withdraws and does not start the course on the agreed starting date, 25% of the tuition fees will be retained from the tuition fees received by the College.
- b) If a Short-term student has already started at the College and then withdraws, there will be no refund of tuition fees received by the College.

5.5. Provider default

- 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>.*

This written agreement, and the right to make complaints and seek appeals of decisions and actions 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.

N.B. 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 that year.

6. OTHER DOCUMENTS

OSS-001	Minimum Academic and English Language Entry Requirements Policy
OSS-003	Overseas Students Progress Policy
OSS-008	Deferment, Suspension and cancellation policy
OSS-011	Complaints and Appeals Policy and Process
OSS-014	Course Progress and Attendance Policy
ST-002	Character Development Policy
ST-003	Special Provisions for NESB Students
G-002	Anti-Discrimination
CRICOS International Students Handbook	