

*Overseas Students:
Refund Policy*

CRICOS 01256A



ST ANDREWS
CHRISTIAN COLLEGE

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Overseas Students: Refund Policy

PREAMBLE

All policy, protocols and procedures flow from the St Andrews Christian College Mission Statement:

“To educate our students so that they are well skilled, understand life on the basis of biblical truth, and are motivated to walk with God and serve Him in their lives, so that they will be a positive Christian influence in the world.”

POLICY DOCUMENT INFORMATION

TITLE:	Overseas Students: Refund Policy
AUTHORS:	M. Lepileo
ACKNOWLEDGEMENTS:	Brisbane Grammar School, Qld
PURPOSE:	To provide policy and direction for all the College Community.
RELATED DOCUMENTS:	

KEY DATES

ISSUE DATE:	September 2016
REVIEW DATE:	2019



1. PURPOSE

This policy applies to an overseas student (whether within or outside Australia) (who has applied for a student visa) and their parent or guardian, regardless of the status of the visa application.

This policy sets out St Andrews Christian College's policy about refunding fees, including the requirements as to when and how an overseas student is eligible and should apply for a refund.

A copy of this policy will be provided to overseas students prior to entering into any agreement with the College or making any payment in relation to a registered course and will become part of the enrolment agreement between the overseas student and the College in respect of any claimed refunds under this policy.

Notification of a student's inability to start on the agreed date or withdrawal, including the reason, should be made in writing to the College's Registrar.

2. DEFINITIONS

Registered Provider

The College is the registered provider.

Provider Default

Occurs when the course does not start on the agreed day or the course ceases to be provided at any time after it starts but before it is completed or the course is not provided by the Registered Provider due to an external sanction.

Student Default

Occurs when the course starts on the agreed starting day but the student does not attend on that day and has not withdrawn or the student withdraws from the course (either before or after the agreed starting day) or the Registered Provider refuses to provide the course to the student because the student either failed to pay an amount owing in order to undertake the course, the student breached a condition of their visa or misbehaviour by the student.

Agreed Starting Day

Means the day on which the course was scheduled to start or a later day agreed between the Registered Provider and the student.

Default Day

Means the agreed starting day or the day on which the course ceased to be provided or the day on which the student withdraws or the day on which the Registered Provider refuses to provide the course to the student.

3. REFUNDS

3.1 Where Visa Refused

Where Student Default occurs because a student's visa was refused by the government and as a result the student failed to start on the agreed starting day, withdrew from the course or failed to pay an amount that the student was liable to pay in order to undertake the course, the refund will be governed by the Education Services for Overseas Students Act (Act) (currently sections 27-30) and the Education Services for Overseas Students Regulation (Regulation) (currently regulation 3.19) which provide for a refund, less deductions as specified in the Regulation.

3.2 Application Fee

In the case of Provider Default, the Application Fee of AUD\$100.00 paid with each application for enrolment will be refunded. In the case of Student Default the Application Fee is non-refundable. The Application Fee does not guarantee a place at the College.



3.3 Enrolment Agreement Fee

In the case of Provider Default, the Enrolment Agreement Fee of AUD\$400.00 paid upon acceptance of an offer of a place will be refunded. In the case of Student Default, the Enrolment Agreement Fee will not be refunded.

3.4 Tuition Fees

In the case of Provider Default, Tuition Fees paid before the Default day will be refunded.

In the case of Student Default, the Tuition Fees will be refunded on the following basis:

- If the student cancels the place prior to commencement at the College then one (1) Term's Tuition Fees will be retained and the balance refunded.
- If the student cancels after commencement at the College, the Tuition Fees will be refunded on a pro-rata basis subject to the College receiving one term's notice of termination of the enrolment or alternatively payment of one term's fees in lieu of notice.

3.5 Process for Refunds

Subject to the above and this clause, refunds will be:

- Made within four weeks of receiving a written claim from the student. A written application for a refund must provide a full explanation of the circumstances and attach any relevant documentary evidence.
- Paid directly to the person who entered into the enrolment contract with the College unless that person directs the College, in writing, to pay the refund to someone else.
- Paid in Australian dollars (\$AUD) unless this is impracticable.
- Attached to an explanatory statement of the amounts of the refund.

4. CHANGE OF VISA STATUS

A refund will not be made if a student changes their visa status e.g. the student becomes a permanent resident. If the visa status changes the student will be required to pay international student fees for the remainder of that school year.

Note: This policy, 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.