



COLLEGE REFUND POLICY

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 student's written agreement.

1. This policy outlines refunds applicable to course fees paid to 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 non-refundable and does not guarantee a place at the College.
4. Payment of Course Fees and Refunds
 - a) Fees are payable according to the invoice attached.
 - b) An itemised list of College fees is provided in the Acceptance of Enrolment/Written Agreement Form (as per NC Standard 3.1.b)
 - 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 College 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 the principal of the College.
6. **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.
 - 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).*

<https://www.legislation.gov.au/Details/F2014L00907>

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 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, a maximum of ten weeks tuition fees will be retained from tuition fees received by the College.

(c) Non-Commencement with notification of withdrawal:

- i. If the College receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) four or more weeks prior to commencement, the College will refund the amount of-tuition fees received less the Enrolment Confirmation Fee of \$1000.00 and Application Fee of \$250.00.
- ii. If the College receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) less than four weeks prior to commencement of the course, the College will refund 70 % 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 College in writing of withdrawal before completing the relevant 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 semester 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), the College will refund the amount of unused tuition fees less one term's fees, provided that at least three months written of withdrawal has been received.
- iii. Where less than three months' notice of withdrawal is received, the college will refund the amount of unused tuition fees less (one) semester's 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:

- i. Failure to maintain satisfactory course progress (visa condition 8202). Please see refer to College Progress & Attendance Policy
- ii. Failure to maintain satisfactory attendance (visa condition 8202). Please see refer to College Progress & Attendance Policy



- iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see refer to Homestay & Welfare Policy
- iv. Failure to pay course fees
- v. Any behaviour identified as resulting in enrolment cancellation in Immanuel Lutheran College's Behaviour Policy/Code of Conduct. Please see to Code of Conduct
- vi. Any refund in the case of cancellation of a student's enrolment for failure to maintain Immanuel Lutheran College'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 College.

8. Provider default

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

- 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>.

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 costs for camps, uniforms, stationery, Application Fee, Homestay charges etc.
- b) **Tuition fees** – fees directly related to the provision of the student's course, including Enrolment Confirmation Fee
- c) **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.
- d) **Semester** – On semester equates to two terms.



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.