



# International Student 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 enrolment application fee is non-refundable.
4. Payment of Course Fees and Refunds
  - a. Fees are payable according to the College's Fees Policy and the annual fee statement.
  - b. An itemised list of school fees is provided in the College's written agreement [as per NC Standard 3.3.4]
  - 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.
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, 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, 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 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).
7. Student default
  - a. Any amount owing under this section will be paid within four 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, up to 100 % of tuition fees will be retained for the period



beginning at the starting date up to and inclusive of the date the College receives written notice of withdrawal, from tuition fees received by the College and the remainder will be refunded

- d. If tuition fees for up to 1 term/ 1 semester/ 2 semesters 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:
  - i. Retain an administration fee of 5% and refund the balance of the tuition fees if written notice is received up to four weeks prior to commencement of the course
  - ii. Refund 50 % of the tuition fees received if written notice is received less than four weeks prior to commencement of the course
  - iii. Refund 20 % of any tuition fees received, if written notice is received before one (1) term/semester of the payment period has passed
  - iv. No refund to be given if written notice is received after 1 term/ semester of the payment period has passed
- e. If tuition fees have been received for more than 1 term/ semester/ 2 semesters, refund provisions under (d) will apply for the first 1 term/ 1 semester/ 2 semesters 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:
  - i. Failure to maintain satisfactory course progress (visa condition 8202). Please see NPCC – Policy & Procedures Manual for International Students
  - ii. Failure to maintain satisfactory attendance (visa condition 8202). Please see NPCC – Policy & Procedures Manual for International Students
  - iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). If applicable: Please see NPCC – Policy & Procedures Manual for International Students
  - iv. Failure to pay course fees. Please see NPCC – Policy & Procedures Manual for International Students
  - v. Any behaviour identified as resulting in enrolment cancellation in the College's Code of Behaviour. Please see NPCC – Policy & Procedures Manual for International Students
- g. If the 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

#### 8. 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
- 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 book fees (where books are not supplied by the College) and uniform fees. Other fees such as OSHC and private accommodation arrangements are arranged directly with providers
- b. **Tuition fees** – fees directly related to the provision of the student's course
- 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. **Term** – approximately 10 weeks
- e. **Semester** – 2 terms

**If the student changes visa status (e.g. becomes a temporary or permanent resident) he/she will continue to pay full international student's fees for the duration of that year**



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