



REFUND POLICY

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.

1. The enrolment application fee is non-refundable.
2. Payment of Course Fees and Refunds
 - a) Fees are payable according to the Fee Collection Policy
 - b) An itemised list of school fees is provided in the school's written agreement *[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 school receives written advice from the person who enters the written agreement to pay the refund to someone else.
3. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Director of Admissions.
4. Student default because of visa refusal

If a student's visa application is refused by the Department of Immigration and the student cannot undertake the course, the school will refund within four weeks any unspent pre-paid fees where the student produces evidence that the application made by the student for a student visa has been refused by the Australian immigration authorities, minus the lesser of 5% of the amount of pre-paid fees received or AUD \$500.00

1. 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).
2. 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/.
3. 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 refunded from prepaid tuition fees.
4. If up to two study period's tuition fees have been prepaid, 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 prepaid fees **less** the following amounts:
 - i. An administration fee of AUD\$ 500.00, if written notice is received up to four weeks prior to commencement of the course.
 - ii. 25 % of the tuition fee if written notice is received less than four weeks prior to commencement of the course.
 - iii. 10 % of any unspent pre-paid tuition fees, up to a maximum of one term's fees, if written notice is received **before** one (1) study period of the payment period has passed.
 - iv. No amount will be refunded if written notice is received **after** 1 study period of the payment period has passed.
5. If more than two semester's tuition fees have been prepaid in one amount, refund provisions under (d) will apply for tuition fees paid for the first two semesters, and any remaining unspent tuition fees after this will be refunded.
6. 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 Whitsunday Anglican School's course progress policy.
- ii. Failure to maintain satisfactory attendance (visa condition 8202). Please see Whitsunday Anglican School's attendance policy.
- iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see Whitsunday Anglican School's welfare and accommodation policy.
- iv. Failure to pay course fees.
- v. Any behaviour identified as resulting in enrolment cancellation in Whitsunday Anglican School's Student Code of Conduct.

Provider Default

[Any default by the school 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 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 unspent pre-paid tuition fees* paid to the school 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 unspent pre-paid tuition fees* paid to the school will be made within 14 days of the course 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://tps.gov.au/StaticContent/Get/StudentInformation>.
5. This agreement, 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.

Definitions

- a. ***Non-tuition fees*** – fees not directly related to provision of the student's course. For a list of these, please consult the Tuition and Fees Schedule.
- b. ***Pre-paid fees*** - tuition fees received by the school for a study period of the student's course before the student begins the study period.
- c. ***Tuition fees*** – fees directly related to the provision of the student's course, For a list of these, please consult the Tuition and Fees Schedule.

* *Unspent pre-paid fees* – in the case of the school not being able to provide the course in which the student is enrolled, unspent prepaid tuition fees will be calculated according to a Legislative Instrument: <http://www.comlaw.gov.au/Details/F2012L01351>.

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.