

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 school
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 School's Fees Policy*.
 - b) An itemised list of school fees is provided in the school'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 school 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 enrolments officer*.
6. Student default because of visa refusal
 - a) If a student produces evidence of visa refusal (or provides permission for the school 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 school will refund within four weeks of receiving a written claim from the student the total amount of course fees received by the school before the student's default day
 - b) If a student whose visa has been refused withdraws from the course after it has commenced, the school 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 school 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).*

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) Refunds for student default apply to tuition fees only. Course monies (excluding 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, only 50% of the tuition fee will be refunded.
- d) If tuition fees for up to [1 term/1 semester/2 semesters] have been received in advance by the school 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:
 - i. If written notice is received up to 4 weeks prior to commencement of the course, the school will be entitled to retain an administration fee equal to that of the application fee

- ii. If written notice is received less than four weeks prior to commencement of the course. 70% of the tuition fee will be refunded.
- iii. If written notice is received within 1a semester of the commencement date of the students' course, only one term's (or 10 weeks) tuition fees will be refunded from the Semester tuition fee.
- iv. If written notice is received more than a semester after the commencement date of the student's course no refund of tuition fees will be made.
- e. If tuition fees have been received for more than 1 semester, refund provisions under (d) will apply for the first 1 semester 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)
 - ii. Failure to maintain satisfactory attendance (visa condition 8202)
 - iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532)
 - iv. Failure to pay course fees
 - v. Any Behaviour identified as resulting in enrolment cancellation in SVSS Behaviour Policy/Code of Conduct
- g. If Samford Valley Steiner School 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 school

School Default

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

- a. If for any reason the school is unable to offer 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 will be made within 14 days of the agreed starting day.
- b. If for any reason the school is unable to continue offering a course after student commencement, a full refund of fees paid, including for the portion of the course already taught will be made within 14 days of the day the course ceased to be delivered.
- 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/Information/Students/How>.

**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>.

- d. 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.

THE REFUND POLICY WAS LAST UPDATED Mercedes Logan July 2019