

## **Rockhampton Grammar School 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.***

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 International Students Business Arrangements schedule.
  - 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.
5. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the School Principal.
6. 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 after the default date any unspent 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 fees received or AUD 500.

## **7. 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. 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, a maximum of ten weeks tuition fees will be refunded from prepaid tuition fees.

d. If up to two semester'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:

- An administration fee of \$500 if written notice is received up to four weeks prior to commencement of the course.
- 70% of the tuition fee if written notice is received less than four weeks prior to commencement of the course.
- 25% of any unspent tuition fees, up to a maximum of one term's fees, if written notice is received within six months following the commencement date of the student's course.

e. No amount will be refunded if written notice is received more than six months after the commencement date of the student's course.

f. If more than two semester's tuition fees have been prepaid in one amount, refund provisions under (b) will apply for tuition fees paid for the first two semesters, and any remaining unspent tuition fees after this will be refunded.

g. No refund of tuition fees will be made where a student's enrolment is cancelled for any of the following reasons:

- Failure to maintain satisfactory course progress (visa condition 8202).
- Please see (Please see International Student Handbook)
- Failure to maintain satisfactory attendance (visa condition 8202).
- Please see (Please see International Student Handbook)
- Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). (Please see International Student Handbook)
- Failure to pay course fees.
- Any behaviour identified as resulting in enrolment cancellation in Townsville Grammar School's Behaviour Policy/Code of Conduct. (Please see School Handbook and Application for Enrolment contract)

## **8. Provider Default**

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 unused 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 unused 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>.

\*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 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, including Boarding / Homestay fees, textbooks and uniforms

b. 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, including General Purpose Levy

\* Unused tuition 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>.