

## International Student Refund Policy

---

CRICOS Number: 03246J ABN: 96 105 961 135

Groves Christian College refunds course fees in accordance with requirements under ESOS legislation.

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 Groves Christian College fee policy
  - b) An itemised list of College fees is provided in the College's written agreement
  - 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 Head of School - Secondary or Primary.
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 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 **due to other circumstances**

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, up to 70% tuition fees will be retained from tuition fees received by the College with the remainder to be refunded
- 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) 4 or more weeks prior to commencement, the College will refund the amount of tuition fees received less an administration fee of \$500
  - 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 4 weeks prior to commencement of the course, the College will refund 70% of the tuition fee received, with the remainder to be retained by the College.
- d) Refunds after commencement of a course:
- i. *If tuition fees for up to 1 term/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 term/semester, no tuition fees will be refunded.
  - ii. *If tuition fees for more than 1 term/semester have been received in advance:* If fees for more than one term/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, provided that at least 20 weeks written notice of withdrawal has been received.  
NB: Where less than 20 weeks' notice of withdrawal is received, the College will refund the amount of unused tuition fees less a maximum of ten weeks tuition 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 *Course Progress & Attendance Policy* in International Student Handbook or on our website [Groves Christian College](#)
  - ii. Failure to maintain satisfactory attendance (visa condition 8202). Please see *Course Progress & Attendance Policy* in International Student Handbook or on our website [Groves Christian College](#)
  - iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see *Welfare and Accommodation Policy* in International Student Handbook or on our website [Groves Christian College](#)
  - iv. Failure to pay course fees.
  - v. Any behaviour identified as resulting in enrolment cancellation in Groves Christian College's Student Behaviour Policy. Please see Student Behaviour Policy.

8. Provider default
  - 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 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, homestay accommodation, overseas student health care and uniforms
- b. **Tuition fees** – fees directly related to the provision of the student's course, including subject levies textbook usage charges, service fees to QSA, ICAS subject competitions, camps and excursions, sporting charges, locker hire, and IT device hire
- 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** – 9 or 10 weeks
- e. **Semester** – a period of two terms which is 20 weeks