

1. INTRODUCTION

Stuartholme School is a Year 5 – 12 Catholic day and boarding school for girls enriched by the philosophy and traditions of Sacred Heart Education, which give expression to its five goals – to educate to:

1. A personal and active faith in God.
2. A deep respect for intellectual values.
3. The building of community as a Christian value.
4. Social awareness which impels to action.
5. Personal growth in an atmosphere of wise freedom.

2. PURPOSE

This policy outlines refunds applicable to course fees paid to the school including any course fees paid to an education agent, third-party homestay provider or external VET provider under an approved arrangement. If the student changes visa status (e.g. becomes a temporary or permanent resident) she will continue to pay full overseas student's fees for the duration of that year.

3. SCOPE

This policy applies to all international students who are applying to study a course at Stuartholme School. 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.

4. DEFINITIONS

Course fees – the sum of tuition fees and non-tuition fees received by the School in respect of the student in order for the student to undertake the course.

CRICOS – Commonwealth Register of Institutions and Courses for International Students

Non-tuition fees – fees not directly related to provision of the student's course. Refer to the International Student Fees Schedule.

RTO – Registered Training Organisation

Student – a student enrolled at Stuartholme School or the parent(s)/legal guardian of a student where that student is under 18 years of age.

Semester – An academic year is divided into two semesters. Each semester consists of two terms.

TPS – Tuition Protection Service

Tuition fees – fees directly related to the provision of the student's course. Refer to the International Student Fees Schedule

VET – Vocational Education and Training

5. POLICY STATEMENT

This policy is provided to a student at a reasonable time prior to signing the Written Agreement. If the student changes visa status (e.g. becomes a temporary or permanent resident) she will continue to pay full international student's fees for the duration of the relevant year.

6. PROCEDURE

Enrolment at Stuartholme School is actioned with payment of an application fee which is non-refundable and an enrolment bond of which 50% is refundable. When a visa is refused by the Department of Home Affairs (Immigration & Citizenship), the enrolment bond will be refunded in accordance with the School's Refund Policy.

Payment of Course Fees and Refunds

- Fees are payable according to Stuartholme School's Fees Policy and the International Student Fees Schedule;
- An itemised list of school fees is provided in the School's Written Agreement;
- All fees must be paid in Australian dollars unless requested otherwise. Refunds will be reimbursed in the same currency as fees were received;
- 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.
- If a student is unable to arrive or return to Australia to commence or complete their course because of the impacts of COVID-19, a student may apply for a refund by writing to the Principal and providing evidence.

All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Principal.

Student default because of visa refusal

If a student produces evidence of visa refusal (or provides permission for the School to verify visa refusal with the Department of Home Affairs (Immigration & Citizenship)) 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, minus the lesser of:

- 5% of the amount of course fees received, or
- AUD \$500.

If a student whose visa has been refused withdraws from the course after it has commenced, Stuartholme School 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 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 International Students (Calculation of Refund) Specification 2014).*

Student default

Any amount owing under this section will be paid within four weeks of receiving a written claim from the student.

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.

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, 100% of tuition fees will be retained by Stuartholme School.

Non-Commencement with notification of withdrawal:

- If the school receives written notification of withdrawal by the student 4 or more weeks prior to commencement, the school will refund the amount of tuition fees less an administration fee of AUD\$500;
- If the school receives written notification of withdrawal by the student less than 4 weeks prior to commencement of the course the School will refund 25% of the tuition fees;

Refunds after commencement of a course

- If fees for more than semester have been received in advance, and the school receives written notification of withdrawal by the student, the school will refund 50% of the amount of unused tuition
- Where the student (notifies the school in writing of withdrawal before completing the term/semester, no tuition fees will be refunded.

If tuition fees have been received for more than one semester, refund provisions under the above will apply for the first semester and any balance of unused tuition fees after this will be refunded.

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:

- Failure to maintain satisfactory course progress (visa condition 8202). Please refer to the Course Progress and Attendance Policy;
- Failure to maintain satisfactory attendance (visa condition 8202). Please refer to the Course Progress and Attendance Policy;
- Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please refer to the Welfare and Accommodation Policy;
- Failure to pay course fees;
- Any identified behaviour which results in enrolment cancellation.

If Stuartholme School cancels a student's enrolment for failure to maintain agreed conditions as outlined in the student's written agreement, including failure to disclose required information at the point of application or 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.

Provider default

If for any reason Stuartholme 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* received by the School with respect to the student will be made within 14 days of the agreed course starting day.

If for any reason Stuartholme 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* received by the School with respect to the student will be made within 14 days of the School's default day.

In the event that Stuartholme 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](#)

**Calculation of the refund due in this case is prescribed by a legislative instrument (s.7 of [Education Services for International Students \(Calculation of Refund\) Specification 2014](#)).*

Where a VET provider engaged by Stuartholme School goes into default:

- From a financial perspective, because the VET component falls under the school's CRICOS registration, the student's tuition fees for the course (including the VET components) are protected by virtue of the school's CRICOS registration.

- From a course delivery perspective, if an RTO the school has partnered with closes or is otherwise unable to deliver the VET component, the school will ensure that the student is still able to complete the secondary school course for which their visa has been issued. This could mean engaging an alternative VET provider to deliver the VET components or if this is not possible, offering alternative secondary school subjects which meet the requirements for completing the school qualification.

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.

7. SUPPORTING DOCUMENTS

Conditions of Enrolment

International Student Accommodation and Welfare Policy

International Student Complaints and Appeals Policy

International Student Deferment, Suspension and Cancellation Policy

International Student Handbook

International Student Progress, Attendance And Course Duration Policy

International Student Refund Policy

International Student Transfer Policy

8. REVIEW

This Policy will be reviewed every three years, or as necessitated by legislation.