

International Student Refund Policy

Purpose:	This policy outlines refunds applicable to international course fees paid to Stuartholme School including any course fees paid to an education agent to be remitted to the School.	
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.	
Status:	Approved	Supersedes: All previous Policies.
Authorised by:	Principal	Date of Authorisation:
References:	<ul style="list-style-type: none"> • 2018 National Code 	
Review Date:	Every three years	Next Review Date: November 2021
Policy Owner:	Principal	

1. Background

This policy outlines refunds applicable to course fees paid to Stuartholme School including any course fees paid to an education agent to be remitted to the 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. 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 the relevant year.

It is the policy of Stuartholme School to live out the values that reflect its Sacred Heart tradition. These values are embodied in the Goals of Sacred Heart Education and we 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. A social awareness that impels to action;
5. Personal growth in an atmosphere of wise freedom.

2. Policy Statement

The Refund Policy is provided to students on the Stuartholme website, Student Handbook and Written Agreement. This policy is provided to a student at a reasonable time prior to signing the Written Agreement. 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. 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 the relevant year.

3. Policy

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 Immigration, the enrolment bond will be refunded in accordance with the School's Refund Policy.

Payment of Course Fees and Refunds

- a. Fees are payable according to Stuartholme School's Fees Policy and the International Student Fees Schedule;
- b. An itemised list of fees is provided in the School'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 School receives written advice from the person who enters the Written Agreement to pay the refund to someone else.

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



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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 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, 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 Overseas 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 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.

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.

If tuition fees for up to two study periods have been received in advance by the School and the School receives written notification of withdrawal by the student, the School will:

- a. Retain an administration fee of \$500 AUD and refund the balance of the tuition fees if written notice is received up to four weeks prior to commencement of the course;
- b. Refund 25% of the tuition fees received if written notice is received less than four weeks prior to commencement of the course;
- c. Refund 50% of one (1) study period of any tuition fees received, if written notice is received before one (1) study period of the payment period has passed;
- d. Refund 0% if written notice is received after one (1) study period of the payment period has passed.

If tuition fees have been received for more than two (2) study periods, refund provisions under the above will apply for the first two (2) study periods and any balance of unused tuition fees after this will be refunded.

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

- a. Failure to maintain satisfactory course progress (visa condition 8202). Please refer to the Course Progress and Attendance Policy;



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

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. 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>.*

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.