



## Overseas Student Refund Policy

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### Section 1 - Application

The *Education Services for Overseas Students Act 2000* (ESOS Act) and related legislation are designed to protect the interests of overseas students coming to Australia on student visas. The legislation aims to protect and enhance Australia's reputation for quality education, to provide tuition protection and support the integrity of the student visa programme.

Standard 3.4 of the National Code requires that the College must include in the written agreement information in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default.

Standard 3.4.2 of the National Code of the ESOS Act requires the College to have processes in place for claiming a refund of tuition or non-tuition fees.

### Section 2 - Policy Statement

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.

Refunds related to College-facilitated Overseas Student Health Cover (OSHC) must be obtained directly through the OSHC provider.

This policy outlines refunds applicable to course fees paid to the College. The following fees are non-refundable:

- Application fee
- Enrolment confirmation fee\*
- Homestay / Boarding placement fee (if applicable)

*\*In the event of visa refusal, the confirmation fee will be considered in any refund owed.*

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.

### Payment of Course Fees and Refunds

- 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 College 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 Director, John Paul International College.

### 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.

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 examples**

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).

#### 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, up to 50% tuition fees will be retained from tuition fees received by the school.

#### Non-Commencement with notification of withdrawal

If the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) prior to commencement, the school will refund the amount of tuition fees received less non-refundable fees.

#### Refunds after commencement of a course

If tuition fees for up to 1 semester have been received in advance: Where the student (or parent(s)/legal guardian if the student is under 18) notifies the school in writing of withdrawal before completing the semester, no tuition fees 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).
- Failure to maintain satisfactory attendance (visa condition 8202).
- Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). (If applicable)
- Failure to pay course fees.
- Any behaviour identified as resulting in enrolment cancellation in John Paul College [College Values and Expectations](#)

Any refund in the case of cancellation of a student's enrolment for failure to maintain the College's agreed conditions of enrolment 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, will be at the discretion of the school.

### **Provider default**



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 school with respect to the student will be made within 14 days of the agreed course starting day.

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 school, 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 school's default day.

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>.

### Section 3 – Definitions

- Non-tuition fees – fees not directly related to provision of the student's course
- Tuition fees – fees directly related to the provision of the student's course
- 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.
- Two terms constitute 1 semester e.g., Terms 2 and 3 or Terms 3 and 4

### Status and Details

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<b>Executive Sponsor:</b>	Director John Paul International
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