



### SV500-16 REFUND POLICY

#### 1. RATIONALE

Bunbury Cathedral Grammar School's ('the School') *SV500-16 Refund Policy* addresses the obligations and responsibilities of the School in relation to refunds claimed by and due to SV500 students, in keeping with the requirements of the ESOS Act 2000.

#### 2. SCOPE

This policy includes the following

- 2.1. Board of Governors
- 2.2. Head of School
- 2.3. Chief Financial Officer
- 2.4. Marketing and Community Relations Manager
- 2.5. Finance Manager
- 2.6. SV500 students and parents
- 2.7. Education Agents

#### 3. POLICY

##### 3.1. *Communicating SV500-16 Refund Policy*

The School's *SV500-16 Refund Policy* must be clearly documented and made available:

- 3.1.1. to Education Agents in order that they can accurately advise prospective students of their rights,
- 3.1.2. to prospective students and parents as part of the School's Prospectus Package (in print and/or online) and accompanied by the SV500 Fee Schedule,
- 3.1.3. and as part of the Formal Letter of Offer and Offer and Acceptance Contract, and
- 3.1.4. clearly referenced in the SV500 Fee Schedule.

##### 3.2. *Refund Process*

- 3.2.1 The *SV500 Refund Application Form* must be completed, signed, and submitted to the Head of School by the person/s who are signatory to the student's *SV500 Offer and Acceptance Contract*.
- 3.2.2 All refund requests are at the discretion of the Head of School who will consider the reasons for a cancellation of a student's enrolment and the supporting evidence.
- 3.2.3 The calculations of all refunds will take into account any monies owed by the student to the School at the time of the request for a refund.
- 3.2.4 Approved refunds will be made payable to the person/s who are signatory to the *SV500 Offer and Acceptance Contract*, unless the person/s signatory to the contract request in writing that the School pay the money to a third party.
- 3.2.5 Approved refunds will be paid in Australian dollars and within four weeks of the School receiving the *SV500 Refund Application Form*.
- 3.2.6 Refunds for cancellations initiated by the School, which are subject to *SV500-19 Complaints and Internal Appeals Policy* and *SV500-22 External Appeals Policy*, will not be approved until the outcome of the appeals process/es are known.



### 3.3 Refund Eligibility

Withdrawal prior to commencement		
Reason for refund	Notification period	Refund
Student's application for a student visa unsuccessful	Before course commencement	Full refund of Tuition and Boarding (if applicable) fees less \$250 for administrative expenses
Student with a visa withdraws	more than 10 weeks before semester commences	Full refund of Tuition and Boarding (if applicable) less \$500 for administrative expenses
	more than 4 weeks and up to 10 weeks before semester commences	70% of a semester's Tuition and Boarding (if applicable) fees, less \$500 for administrative expenses
	4 weeks or less before semester commences	40% of a semester's Tuition and Boarding (if applicable) fees less \$500 for administrative expenses
The School withdraws the offer *	Prior to Semester commencement	All prepaid Tuition and Boarding fees (where applicable), excluding the Application and Endowment fee, refunded.
Withdrawal After Commencement		
At least one Terms notice in writing for the withdrawal of a day student, and one semester's notice in writing for withdrawal of Boarding student, for any reason, is required. A fee in lieu of notice is applicable when required notice is not provided.		
Reason for refund	Notification Period	Refund
Student that has commenced studying withdraws	after commencement with no notification in writing	No refund, and fee in lieu of notice as per the Offer / Acceptance contract applies. All other unspent Tuition and Non-Tuition fees paid to the School, refunded in full within four weeks of receiving SV500 Refund Application Form.
	after commencement, with provision of appropriate notice	All unspent Tuition and Non-Tuition fees paid to the School refunded in full within four weeks of the students' departure from the School.
Student enrolment cancelled due to breach of School policies, or student has seriously breached student visa conditions		No refund, and fee in lieu of notice as per the Offer/Acceptance contract applies. All other unspent Tuition and Non-Tuition fees paid to the School refunded in full within four weeks of



		receiving SV500 Refund Application Form
The School defaults prior to the student's commencement or during the student's enrolment due to the School being unable to offer the student's course of study, or part-there-of		Full refunded of all remaining unspent Tuition and Non-Tuition Fees, subject to 3.5. Unspent tuition fees will be calculated according to the following Legislative Instrument <i>Education Services for Overseas Students (Calculation of Refund) Specification 2014</i>

\*Reasons for such cancellations may include but are not limited to:

- the student not meeting entry requirements that were a condition of their enrolment e.g. successfully completing ELICOS requirements.
- the School identifying that the student had provided false and/or misleading information in the application and/or enrolment process.
- the School identifying that the student knowingly withheld significant information, which will impact the student's ability to attain satisfactory achievement in their course of study and/or the ability of the School to adequately care for and support the student.

### 3.4 Non-Refundable

The following fees and costs will not be refunded by Bunbury Cathedral Grammar School:

- 3.4.1 The School's *Application Fee*.
- 3.4.2 Any Fees (e.g. Visa application fees) paid to an Education Agent who supported the student with their enrolment at the School. *(Note: As the School pays the Agent a fee for assisting students with the application and enrolment process at Bunbury Cathedral Grammar School, then the Agent should not be charging the student an additional fee for the same service).*
- 3.4.3 Any fees paid to a third-party provider, including but not limited to an ELICOS course which may have been recommended by the School. The student may be eligible to claim a refund directly from the third-party provider.
- 3.4.4 Overseas Student Health Cover Fees (OSHC). Students must make claims for refunds direct to their OSHC provider, if cancelling their enrolment and subsequently their visa.

Monies spent on uniforms, stationery, textbooks, WACE Registration Fees (Year 11 and 12), Camp Fees, when the student withdraws from the School prior to the completion of their studies. Unspent amounts can be claimed for refund.

### 3.5 Change of Visa Status

In the case of an SV500 student changing to another type of Australian Visa, while enrolled at the School, and the change resulting in a different fee schedule being applicable (which will typically be lower than the SV500 Fee Schedule) the newly applicable fee schedule will take effect from the beginning of the next school term following the School being notified of the student's change of visa Status (by parents) and being provided with a certified copy of the new visa.

- 3.5.1 Any prepaid fees, at the higher SV500 Fee Schedule rate will be credited against the student's fees account, subject to 3.5.
- 3.5.2 Should the timing of the change in rate and the amount of the student's previously prepaid fees result in a student's tuition fee account being in credit at the time the student completes their Course of Study, the excess funds will be refunded to the



student. In such circumstances, at the discretion of the Head of School, significant fee excess in credit may be refunded prior to the student completing their studies.

### 3.6 Tuition Protection Service

In the unlikely event that School defaults and is unable to offer the student the Course of Study in which they are enrolled and is unable to assist the student to find an appropriate alternative course, or to refund to the student any fees owing, the School will direct the student to the Tuition Protection Service (TPS). The School pays an insurance levy to this service for the purpose of protecting SV500 students' tuition fees.

### 3.7 Australian Consumer Law

Notwithstanding the outcome of a request for a refund, and/or the outcome of any internal or external appeal, the student is covered by Australian Consumer Law and can choose to seek legal advice on any matters of concern.

## 4 LEGAL AND OTHER REQUIREMENTS

See SV500-4 CRICOS Registration Policy

## 5 ASSOCIATED POLICES, PROCEDURES, GUIDELINES AND FORMS

- ❖ SV500 Refund Application Form
- ❖ SV500-7 Fee Policy
- ❖ SV500-19 Complaints and Internal Appeals policy
- ❖ SV500-8 Deferring, Suspending or Cancelling an Enrolment Policy
- ❖ SV500-22 External Appeals Policy
- ❖ SV500-23 Visa Requirements Policy
- ❖ SV500-3 International Student Transfer Policy

Version Control				
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