

## ***Blackheath and Thornburgh College Refund Policy***

**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.**

- 1) This policy outlines refunds applicable to course fees paid to the school including any course fees paid to an education agent to be remitted to the school.
- 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 the Blackheath and Thornburgh College's Fees Policy
  - b. An itemised list of school fees is provided in the school's written agreement [as per NC Standard 3.1.b
  - 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.
- 5) All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to *the Principal*
- 6) Student default because of visa refusal
  - a. 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.
  - b. 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).

## 7) Student default

- a. 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)
- b. 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.
- c. If the student, does not provide written notice of withdrawal, and does not start the course on the agreed starting date, up to 50% of tuition fees will be retained from tuition fees received by the school.
- d. 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 (or parent(s)/legal guardian if the student is under 18), the school will:
  - i. Retain an administration fee of \$500 and refund the balance of the tuition fees if written notice is received up to four weeks prior to commencement of the course.
  - ii. Refund 70% of the tuition fees received if written notice is received less than four weeks prior to commencement of the course.
  - iii. Refund 25% of any tuition fees received, if written notice is received before one (1) study period of the payment period has passed.
  - iv. Refund 10% if written notice is received after 1 study period of the payment period has passed.
- b. If tuition fees have been received for more than two study periods, refund provisions under (d) will apply for the first two study periods and any balance of unused tuition fees after this will be refunded.
- c. 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 International Student Handbook
  - ii. Failure to maintain satisfactory attendance (visa condition 8202). Please see International Student Handbook
  - iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). International Student Handbook
  - iv. Failure to pay course fees.
  - v. Any behaviour identified as resulting in enrolment cancellation in Blackheath and Thornburgh College Behaviour Policy. Please see Written Agreement, International Student Handbook and School Handbook.

## 8) Provider Default

- a. If for any reason the 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 unspent pre-paid tuition fees\* paid to the school will be made within 14 days of the agreed course starting day.
- b. If for any reason the 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 unspent pre-paid tuition fees\* paid to the school will be made within 14 days of the course school's default day.
- c. In the event that the 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>.

- 9) This agreement, and the availability of Blackheath and Thornburgh College's 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 *Boarding Fees, Overseas Student Health Cover, Medical School Uniforms, Stationery, Meals, Laundry*
- b) **Tuition fees** – fees directly related to the provision of the student's course, including *textbooks, Subject Levies, Student Diary, Arts Council Performances*
- c) **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.

**Study period - a study period is a semester**

**If the student changes visa status (e.g. becomes a temporary or permanent resident) he/she will continue to pay full overseas student's fees for the duration of that year.**

**THE REFUND POLICY WAS LAST UPDATED BY Nigel Fairbairn ON 28/10/15**